

TENTATIVE AGREEMENT

BETWEEN

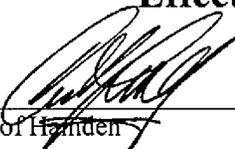
THE TOWN OF HAMDEN

AND

UPSEU / COPS, LOCAL 062

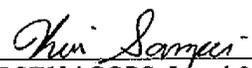
(The Hamden Police Department)

Effective July 1, 2014 - June 30, 2022



Town of Hamden

4/6/17
Date



UPSEU / COPS, Local 062

4/6/2017
Date

*for clarification upon agreement
of both parties*


This Tentative Agreement is subject to ratification by bargaining unit membership and the Town's Legislative Council. In addition, the parties agree and understand that new contractual language in the Tentative Agreement may need to be revised after full ratification of the Agreement. ~~In addition, the parties are reviewing the Agreement to determine whether there are any unintended tax implications or wage-hour concerns that need to be addressed.~~

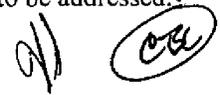


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- Exhibit A - Salary Schedule
- Exhibit B - Medical Plan Summaries
- Exhibit C - Sergeant Squad Schedule
- Exhibit D - Sick Leave Buyback
- Exhibit E - Drug Testing Policy

INTRODUCTION

THIS AGREEMENT, effective July 1, 2014, by and between the TOWN OF HAMDEN, hereinafter referred to as the Town, and UPSEU/COPS hereinafter referred to as the Union, has, as its purpose, the accomplishment of the objectives of the Connecticut Municipal Employees Relation Act, and to that end the parties agree as follows:

ARTICLE 1 RECOGNITION

1.1 The Town, or City, recognizes UPSEU/COPS, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all full-time members of the Police Department with authority to exercise police powers, exclusive of the Chief of Police and one second in command of the Police Department.

ARTICLE 2 DUES CHECKOFF AND AGENCY SHOP

2.1 The parties agree that, as a condition of employment, all employees covered by this agreement shall pay to the Union an "Agency Fee" or "Dues," on a monthly basis, the amount thereof to be set by the Union from time to time, in order to aid the Union in defraying costs in connection with its obligations and responsibilities as bargaining agent for Police Employees of the Town of Hamden.

2.2 Upon receipt of a signed authorization by the employee involved, the Town shall deduct from the wages of each employee, on the first (1st) payroll date of each month, the monthly dues of the Union.

2.3 The amount so deducted shall be transmitted by the Town of Hamden to the Treasurer of the Union not later than the fifteenth (15th) day of the month in which the deduction is made. The amount to be deducted will be certified by the Treasurer of the Union.

2.4 In the event that any Police Department employee covered by this Agreement fails to pay his or her monthly dues on the first day of each month or his or her monthly agency fee on the first day of each month, the Town of Hamden, upon certification of said fact in writing by the Treasurer of the Union, shall notify said delinquent employee that his or her employment with the Town of Hamden shall be terminated unless the amount due is paid within thirty (30) days from the date of said certification. If the amount is not paid within said thirty (30) day period, the Town shall forthwith terminate said employee.

2.5 The Union agrees to indemnify and save the Town harmless for the Town's implementation of this Article.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.1 Unless expressly limited or curtailed by the provisions of this Agreement and subject to its obligations under MERA, the Town reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of Management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

3.2 The exclusive functions and rights of the Town include, but are not restricted to or limited by, the right to: Direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its work force; determine methods and levels of financing and budget allocations; maintain and operate building lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend moneys appropriated to the Town for the maintenance and operation of the Town; determine, and from time to time re-determine, the number of Town personnel and the methods and materials to be employed; select and determine qualifications of Town employees required to promote the efficient operation of the Town; distribute work to the Town employees in accordance with the job content and job requirements determined by the Town; establish, and from time to time re-establish, assignments for Town personnel; create, enforce, and from time to time, change rules and regulations concerning discipline and safety of Town personnel; discipline, warn, suspend or discharge Town personnel for good cause; and otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the Town of Hamden.

**ARTICLE 4
NONDISCRIMINATION**

4.1 The provisions of this Agreement shall be applied equally by the Town and the Union to all bargaining employees unit without discrimination because of race, color, religious belief, age, gender, national origin, marital status, political or union affiliation, physical disability, sexual orientation, gender identity or gender expression which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either gender.

**ARTICLE 5
UNION BUSINESS LEAVE**

5.1 Three (3) members of the Union's negotiation committee shall be allowed time off from their regularly assigned shifts, regardless of shift, without loss of pay, for actual attendance at bargaining sessions with the Town. For pension negotiations, four (4) members of the Union's negotiation committee shall be allowed time off from their regularly assigned shifts,

regardless of shift, without loss of pay, for actual attendance at bargaining sessions with the Town.

5.2 Four (4) Union Officers on shifts during which a meeting of the Local Union is called shall attend such meetings without loss of pay, provided such members are available to return to duty in the event of an emergency situation.

(Officers agree not to abuse this privilege, and shall not utilize this provision more than six (6) times annually).

5.3 Officers or delegates of the Union upon reasonable notice shall be granted time off, which shall not be denied, without loss of pay, up to a maximum of fifteen (15) Union business days in total, in the following instances:

- (A) to attend labor conventions;
- (B) to attend union business or educational meetings/conferences;
- (C) to attend Local Union contract ratification meetings;
- (D) for President or Vice-President of the Local (or designee) to attend Legislative Council meetings involving the Police Department budget;
- (E) the Union President (or designee) to attend all formal or informal mediations and/or Labor Board Hearings scheduled between the parties;
- (F) for the Union President (or designee) to attend all Police Commission Meetings;
- (G) for the Union President (or designee) to attend Civil Service Commission and Retirement Board Meetings at which police matters are on the agenda.

ARTICLE 6 DEPARTMENT RULES AND REGULATIONS

6.1 Any departmental rule or regulation as amended to date hereof inconsistent with this Agreement, shall be superseded by this Agreement.

6.2 Upon hiring, new employees shall be issued copies of Rules and Regulations, Department Policies and any other standing policies, orders or regulations that are up to date with hire date.

6.3 A three-person Committee will be formed within thirty (30) days of the signing of this Agreement to begin the process of reviewing and updating the Department Rules and

Regulations. Said Committee will consist of the Chief of Police, one Union official designated by the Union, and one person agreed upon by both the Chief of Police and the Union official. A quorum for a meeting of the Committee shall be two (2) members.

ARTICLE 7 PROBATIONARY EMPLOYEES

7.1 (A) A new employee hired from the non-certified police officer eligibility list shall serve as a probationary police officer at the Grade B salary level for a period that concludes twelve (12) months after completion of FTO training. Upon successful completion of the probationary period, the employee shall be classified as a Grade A-I police officer. Upon completing twelve (12) months of service as of the date that the probationary period ended, the employee shall be classified as a Grade A-II police officer. Upon completing twelve (12) months of service as of the date that the employee was classified as a Grade A-II police officer, the employee shall be classified as a Grade A-III police officer.

7.1(B) A new employee hired from the certified (i.e. POST) police officer eligibility list shall serve as a probationary officer at Grade A-I salary level for a period of twelve (12) months from the date of active employment. Police officers who leave employment with Hamden Police Department and subsequently return to the Department shall also be required to complete a twelve (12) month probationary period. The Town, at the discretion of the Chief of Police, may place a newly certified (i.e. POST) police officer at an advanced salary level commensurate with the employee's previous police experience and training.

7.2 Probationary employees shall be entitled to all the rights, privileges, and benefits afforded by this Agreement, excepting the provisions of Article 45 and Article 46, specifically relating to discharge.

7.3 However, the Chief shall provide the employee with written notice of the reasons for contemplated discharge, an opportunity to be heard before the Police Commission and respond to the reasons or charges before he or she can be discharged by the Commission.

ARTICLE 8 SENIORITY

8.1 Seniority with the Hamden Police Department shall commence from employee's date of employment with the Department and shall not be diminished by vacation time, sick time, temporary layoff, suspension or any absence authorized by the provisions of this Agreement. Seniority shall be determined within rank by total length of continuous service in the Police Department. Seniority shall also accumulate for any authorized leave of absence without pay up to six (6) months. For employees who commenced employment on the same date, seniority shall be determined by the employee's ranking on the Civil Service Eligibility List from which he/she was appointed. For those employees with equal ranking on a Civil Service

Eligibility List, seniority shall be determined by the date of employee's required application for employment.

8.2 Seniority shall be broken when a police officer is dismissed for proper cause, voluntarily terminates his/her employment, is laid off in excess of two (2) years and one (1) day or fails to report without justifiable cause upon receiving a recall notice or upon conclusion of authorized leave. In the event that a member is reinstated after voluntary termination or layoff before two (2) years and one (1) day, said member shall suffer no loss of seniority except for the period of absence.

8.3 A master seniority list shall be established by the Chief of Police comprised of all members of the Police Department, which shall be maintained at all times on a current basis. This list shall be posted each year from July 1 until July 31 in a conspicuous place at headquarters. Objections to the seniority list shall be reported to the Chief of Police on or before August 10 of each year, or said seniority list stands as posted.

8.4 The purpose of seniority is to provide a declared policy regarding preference as to vacation, layoff, recall, overtime, replacement and special duty.

8.5 Seniority shall apply in case of layoff. In the event of a layoff, the employee with the least seniority shall be laid off first. 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. For the purpose of this Section, rank seniority shall not prevail.

8.6 Employees shall be given at least two (2) weeks of notice before layoffs are made. The Union shall be notified at the same time the employee is notified of layoff.

8.7 In the event seniority is equal the employee with the lowest Civil Service ranking shall be laid off. In the event that ranking is equal then the date on the employment application shall be the determining factor.

ARTICLE 9 RECALL

9.1 Employees who are laid off shall have recall rights as follows:

9.2 The affected employee shall notify the Town in writing at the time of layoff that he/she requests placement on a recall list.

9.3 Employees who are bumped to a lower rank shall have recall rights to return to their former rank. 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.

9.4 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 be reinstated, or to a position in a lower rank.

9.5 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 re-employment 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 mailing thereof shall be deemed a refusal to accept re-employment.

9.6 The Town may conduct a background investigation on any employee being recalled consistent with that of a new hire and applicable law.

**ARTICLE 10
WORK SCHEDULE**

10.1 Work week is hereby defined as a period consisting of seven (7) calendar days, commencing on Monday and ending on Sunday. Employees shall be required to work in accordance with the work schedule outlined in Exhibit C.

10.2 The work shift is hereby defined to mean an eight (8) hour period with one-half (½) hour for lunch. The Department shall maintain three (3) work shifts, as follows:

- A. First Shift: 12 midnight to 8:00 a.m.
and
11:00 p.m. to 7:00 a.m.
- B. Third Shift: 4:00 p.m. to 12:00 midnight
and
3:00 p.m. to 11:00 p.m.
- C. Second Shift: 8:00 a.m. to 4:00 p.m.
and
7:00 a.m. to 3:00 p.m.
- D. When A and B Squad work their regular shifts, A squad works the early shift.
- E. When C and A Squad work their regular shifts, C Squad works the early shift.
- F. When C and B Squad work their regular shifts, B Squad works the early shift.

10.3 Assignment to the Patrol Division and the Detective Division (excluding Training

Division, Court Liaison, Special Victims Unit and Street Interdiction Team) shall work shifts based on a seniority bid shift system. For the purpose of this Article, seniority shall be defined as in Article VIII, Seniority.

A. Shifts shall be bid in the following prescribed manner:

(1) A minimum of forty-five (45) days prior to the implementation of bid shifts, shift selection forms shall be distributed to all eligible members.

(2) All eligible members shall return the shift selection form thirty (30) days prior to the new bid period.

(3) Fifteen (15) days prior to the implementation of the new bid period, shift schedules shall be posted accordingly.

(4) Eligible members who fail to return their bid selection within the time frame specified shall lose their seniority bidding privilege.

(5) Shift assignments shall reopen for bidding every three (3) consecutive months.

B. Probationary employees shall be excluded from the bid shift system and shall be assigned to any shift at the discretion of the Chief or designee. Such assignments shall be for a period of no less than two (2) consecutive weeks. Senior officers shall not be bumped from their preferred shift by the assignment of a probationary employee.

C. The Sergeant Squad Concept, Exhibit C, and early shifts shall remain in effect.

D. If an employee is transferred based upon managerial prerogative or career promotion during a bid shift period, the employee shall be entitled to a "bump" based on seniority in the division which he/she is transferred to. The employee will notify the bureau commander, in writing, as to which detail the employee chooses to work. The bureau commander will then place the transferred employee into the work assignment that the employee with the least amount of seniority on that detail is presently holding. The employee who was bumped will then be entitled to a bump based on the same as described above.

E. If an employee is transferred during the thirty (30) days prior to commencement of the bid shift period, he/she will be entitled to a bump as described in 10.3D for the remainder of active bid as well as a second bump after the posting of the new work scheduled as described in 10.3A(3).

F. If an employee is on extended sick or injury leave, he/she will be entitled to a bump as described in 10.3D and 10.3E upon returning to work.

G. The Chief or designee, when compiling the next bid shift schedule, will make every reasonable effort to assign the bidding officer to the squad of employee's previous bid.

10.4 Once an employee is assigned to a specific squad, said employee shall not be transferred from that squad unless another squad is short of officers because of injury, sickness or a departmental emergency necessitating the transfer of employees to such squad or squads, and in any of said events, it is mutually agreed between the parties hereto that the Town shall be able to make a transfer. However, the Town shall first request volunteers for such transfer, and in the event that there are no volunteers or insufficient volunteers to meet the nature of the crisis, emergency, sickness, or injury, then employees shall be selected on the basis of least seniority. Further, it is agreed that the aforesaid transfers shall be temporary in nature, and in the event a transfer is effectuated which is found and determined to be lacking the exigencies of a departmental emergency, e.g. sickness or injury, then in such event, it shall be deemed an involuntary transfer and considered as overtime and the individual shall be compensated at the rate of time and one-half. Except for crisis or public emergency, the officer in command shall give at least forty-eight (48) hours advance notice to the employee to be reassigned involuntarily.

10.5 Court officers and employees assigned to the Detective Bureau, Special Victims Unit, Street Interdiction Team, Records Division, Training Division, and Traffic Division shall be exempt from the provisions of Exhibit C.

10.6 Subject to other provisions of this Agreement, it is agreed by the parties hereto that the work schedule set forth in Exhibit C shall be maintained and followed for the life of this contract.

10.7 Each employee shall be granted a thirty (30) minute lunch period plus reasonable travel time, as near as practical to normal eating hours, provided police security in the Town of Hamden is not jeopardized. Employees unable to have lunch during their normal shift shall receive time and one-half (1 - 1/2x) for his or her thirty (30) minute lunch period upon showing reasonable cause why he/she did not have lunch.

ARTICLE 11 SERGEANT SQUAD CONCEPT

11.1 It is the intention of the parties hereto that the "Sergeant Squad" concept shall be continued during the term of this Agreement. Accordingly, the Town shall implement Exhibit C by dividing the employees into three (3) squads, each squad comprised of a certain number of designated patrol officers, together with a Sergeant, as appears on Exhibit C. Except as heretofore provided in this Article, each squad shall be comprised of the same individuals throughout, with the result that all of the members on each respective squad shall work on the same days and shall have the same days off. In the event that a supervisory officer at the rank of Sergeant or higher is not available at any time for field supervision, the Chief, or if absent, the officer in command, shall designate one of said patrol officers to serve as an acting field

supervisor during said work shift.

11.2 The Patrol Division shall continue to operate under the Sergeant Squad concept for the following shifts: Shift 1, 2, and 3 will consist of three squads. The midnight and day shifts shall consist of two (2) squads with a minimum of four (4) uniform patrol officers plus a Sergeant and one (1) squad with a minimum of five (5) uniform patrol officers plus a Sergeant. Evening shift shall consist of two (2) squads with a minimum of five (5) uniform patrol officers plus a Sergeant and one squad with a minimum of four patrol officers plus a Sergeant. Each Sergeant and uniform patrol officer in a squad so assigned shall be physically capable of performing all the functions and duties of a patrol officer, except for short term illness or injury. Short term illness or injury shall be defined as less than thirty (30) calendar days for the purpose of assigning replacements under this Article. If any officer is off for illness or injury for a time verified by a doctor's report to be more than 30 days, reasonable efforts shall be made to move a replacement officer into that shift within 7 days.

**ARTICLE 12
MINIMUM STAFFING**

12.1 The Town shall maintain at all times sufficient staffing and patrol vehicles to preserve the safety and welfare of the citizens of the Town and the safety and welfare of each individual on duty. It is agreed that for the patrol division minimum staffing shall be defined as "one patrol officer in one cruiser unit." It is the Town's obligation to maintain said minimum staffing in order to effectively continue the scheduled areas of patrol, in accordance with the terms of this Agreement.

12.2 During the work shift patrol vehicles shall be in operation at all times during each shift, except when the staff assigned to said patrol cars are performing temporary traffic or police duty

12.3 There shall be a minimum number of seven (7) uniformed police officers on each shift except that there shall be eight (8) uniformed police officers from the Patrol Division on the Friday through Sunday 1500-2300 and 1600-2400 night shifts.

12.4 When, in the opinion of the Chief, there is excess of staff scheduled to work on the 2300-0700, 2400-0800 hour shifts, the Chief may assign staff over the minimum to the following shifts:

0700-1500, 0800-1600 shift
1500-2300, 1600-2400 shift

12.5 There shall be minimum staffing in the Patrol Division at all times as specified in this Article. This shall pertain to uniformed personnel only. However, except otherwise provided for by this Agreement, any officer thus transferred to a different shift shall not be

subject to another shift change during a one (1) week period. Transfers under Article 12 shall be accomplished by assigning the least senior officer(s), if the senior officer(s) on the order of seniority chooses not to accept the transfer. Officers will be notified forty-eight (48) hours in advance of any shift change.

12.6 This section shall not apply to supervisors operating any patrol units.

ARTICLE 13 REPLACEMENT

13.1 In the event that the staffing on any shift of the Patrol Division falls below the minimum staffing provisions of this Agreement, replacements shall be made from the entire three (3) squads that are off and within that group selection must be by rotation based upon seniority provisions within 13.2. In the event that employees on the entire off squad are not available for replacement, the Town may replace necessary employees from any squad by seniority.

13.2 Any staff shortage in any other Division covered by this Agreement shall be supplemented when possible by members of that specific Division only, on a seniority basis, as previously outlined in the Agreement.

13.3 All qualified bargaining unit employees shall be eligible for overtime in the Central Communications Division on an equitable basis after all of the following conditions have been met: an opening exists during a shift; the work was offered and refused by members of the Hamden Civilian Dispatchers bargaining unit; the work was offered and refused by spare communications technicians; and no member of the Hamden Civilian Dispatchers bargaining unit was ordered by the Police Chief or designee to work such shift. An employee is considered "qualified" after obtaining and maintaining all of the necessary certifications and credentials related to the position of Central Communications Technician and after successfully passing the training program established by the supervisor of the Central Communications Division, subject to approval by the Chief of Police. It is understood by all parties that bargaining unit members are responsible for any fees and costs associated with certifications, for any time away from a regular shift, and that the Town is not responsible for compensating an employee for any training required under this section. No bargaining unit member shall be eligible to apply for and/or serve as a part-time, per diem, or spare central communications technician. No patrol officer or supervisor in any division shall be pulled from street duty to serve in the Central Communications Division.

**ARTICLE 14
WAGES**

14.1 All members of the Bargaining Unit shall be paid in accordance with the wage schedule in Exhibit A.

14.2 All members of the bargaining unit shall be paid weekly on Thursday. If a holiday falls on a scheduled pay day the Town shall pay all members no later than the day before such holiday.

14.3 A. Effective and retroactive to July 1, 2014, wages shall be increased by adding one and ninety-five hundredths percent (1.95%) to the wage schedule in effect on June 30, 2014.

B. Effective and retroactive to July 1, 2015, wages shall be increased by adding two percent (2.0%) to the wage schedule in effect on June 30, 2015.

C. Effective and retroactive to July 1, 2016, wages shall be increased by adding two and one-quarter percent (2.25%) to the wage schedule in effect on June 30, 2016.

D. Effective July 1, 2017, wages shall be increased by adding two percent (2.0%) to the wage schedule in effect on June 30, 2017.

E. Effective July 1, 2018, wages shall be increased by adding two percent (2.0%) to the wage schedule in effect on June 30, 2018.

F. Effective July 1, 2019, wages shall be increased by adding two and one-quarter percent (2.25%) to the wage schedule in effect on June 30, 2019.

G. Effective July 1, 2020, wages shall be increased by adding two percent (2.0%) to the wage schedule in effect on June 30, 2020.

H. Effective July 1, 2021, wages shall be increased by adding two and one-quarter percent (2.25%) to the wage schedule in effect on June 30, 2021.

**ARTICLE 15
SHIFT DIFFERENTIAL**

15.1 Shift differential shall be paid in accordance with the following terms and conditions.

15.2 Any employee who works within a division and is scheduled to and does work a majority of time on the midnight shift (i.e., 11:00 p.m. to 7:00 a.m. or 12:00 a.m. to 8:00 a.m.)

shall receive, in addition to base wages, a payment of one hundred and fifty dollars (\$150.00) per month.

15.3 Any employee who works within a division and is scheduled to and does work a majority of the time on the evening shift (i.e., 3:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12:00 a.m.) shall receive, in addition to base wages, a payment of one hundred dollars (\$100.00) per month.

15.4 Any employee who was hired on or before June 30, 2000 who works within a division and is scheduled to and does work a majority of time on the day shift (i.e., 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m.) shall receive, in addition to base wages, a payment of (\$50.00) per month.

15.5 Any employee who works within a division and is scheduled to and does work a majority of time rotating among two or more shifts shall receive, in addition to base wages, a payment of one hundred dollars (\$100.00) per month, but not in addition to the shift differential defined in paragraphs 15.2, 15.3 and 15.4, above.

15.6 Employees absent from duty due to illness, injury, or suspension without pay for more than fifteen (15) calendar days during a calendar month shall not be entitled to shift differential pay for that month except that such employees absent on bona fide Injury Leave pursuant to Article 28.1 shall be entitled to such shift differential pay.

15.7 Shift differential shall be paid no later than the second (2nd) pay period in the month next following the month in which the employee worked.

15.8 Officers shall not receive any shift differential payments under this article during their probationary period.

ARTICLE 16 SPECIAL DUTY

16.1 The term "special duty" shall mean police duty for which employee is paid by some party other than the Town of Hamden.

A. Upon request by the President, the Town shall provide the Union President with all extra duty requests and any denials or approvals.

16.2 Rate of pay and minimum hours:

A. The rate of pay to officers performing non-construction job assignments shall be at time and one half the Grade A III Patrol Officer rate, plus a twenty-five percent (25%) Town Service Charge. This Service Charge, however, may be reduced at the discretion of the Mayor. Minimum payment shall be for five (5) hours.

B. The rate of pay to officers performing "special duty" on behalf of the Town, the Board of Education, or any other Town agency shall be at time and one-half (x1-1/2) the officer's regular hourly rate of pay. There shall be a four hour (4) minimum payment for Town jobs, except that there shall be a two (2) hour minimum where an officer works an extra duty assignment for the Town that runs contiguous with his/her regular duty hours. In that situation, the officer hired off the extra duty list will not be rotated but will maintain his/her spot in the extra duty rotation.

C. Construction job rates (including utilities) shall be at the rate of time and one-half (1 – 1/2x) the Grade A-III Patrol Officer rate plus a twenty five percent (25%) Town Service Charge. Minimum payment shall be for six (6) hours. Vehicle charge shall be set annually each fiscal year by the Finance Director.

D. In the event that the Open Hole ordinance is repealed during the term of this collective bargaining agreement, the Service Charges for construction and non-construction jobs shall automatically revert to the amounts provided by the collective bargaining agreement that was in effect on June 30, 1999.

16.3 Employees who work more than eight (8) consecutive hours of "special duty" shall receive time and one-half (x1-1/2) the established special duty rate of pay for each hour worked in excess of eight (8) hours. It is understood by the parties that during any eight (8) hour special duty assignment, employees shall receive a one-half (1/2) hour paid lunch break.

16.4 Employees who work on any of the holidays included in this Agreement shall receive double time (2x) for each hour worked on such holiday. Any employee working beyond 6:00 p.m. on New Year's Eve shall receive double time (2x) for each hour worked between 6:00 p.m. and Midnight.

16.5A Any officer wishing to work a Special Duty Assignment shall turn in an Availability Slip on a two (2) week basis.

16.5B Special Duty work shall be assigned on a seniority, rotational system based on availability. Thus, the most senior available Officer shall be given the first (1st) assignment of a new two (2) week period at which time said employee's name shall be placed at the bottom of the Availability List.

16.5C Any Officer who refuses a Special Duty Assignment for which he/she is available shall also be placed at the bottom of the Availability List.

16.5D In recognition of the fact that assigning Special Duty Jobs is an imperfect science (i.e., job cancellations, emergency jobs, the different work schedules of Officers), the Officer in charge of Special Duty Work shall make a reasonable effort to fairly and equally assign the work during the two week period.

16.6 Hours worked on special duty assignments shall not be included in computing hours worked for the Town.

16.7 It is understood by the employee that the Town is not in any way a party to any third party agreement between the contractors and the employees, and the Town is not a party to any employment contract between the contractor and the employee.

16.8 The Town shall determine charges and assume billing and payment of special duty assignments, and payments to employees shall be made within seven (7) calendar days of the special duty assignments.

16.9 The Union agrees that it will cooperate with the Town and be guided by the Town's directives insofar as they relate to the Town's insuring payment by the contractor to the Town.

16.10 The Union Executive Board shall appoint and/or replace the Officer in charge of Special Duty work and the Union shall maintain the records for administration of this Article. Said record keeping and administration shall be performed during regularly scheduled working hours during the day shift hours of 6:00 a.m. to 2:00 p.m. or 7:00 a.m. to 3:00 p.m., Monday through Friday. No officer above the rank of patrol officer shall be assigned these duties.

16.11 "Special Duty" shall not be denied unless it is in conflict with or in contradiction to Federal and/or State Law. Additionally, no employee shall be allowed to perform special duty inside a business establishment whose normal business includes the sale of alcoholic beverages (excluding fraternal organizations, churches, schools and the like). No employee shall have special duty which consists of performing private investigation duties.

16.12 The Town may, at its option, discontinue extra duty assignments for anyone who has accounts payable to the Town in excess of forty five (45) days and the Town may establish bonding requirements as deemed necessary.

16.13 Should the necessity arise to cancel the police officer so hired under this Article, a minimum of two (2) hours of notice shall be given prior to the starting time.

16.14 The parties agree to meet within six (6) months upon the ratification of this agreement to explore the possibility of utilizing retired Hamden Police Officers for extra duty work.

ARTICLE 17
OVERTIME/COMPENSATORY TIME

17.1 Employees shall receive overtime pay at the rate of time and one-half (1-1/2) for all work performed over eight (8) hours per day or over forty (40) hours per week. Basic Academy training for probationary recruit employees shall not be considered as overtime.

17.2 For the purposes of determining overtime pay under this Section, hours worked shall be defined to include authorized lunch periods and shall further include training days if the police officer actually works forty (40) hours in a given work week, excluding the training day.

17.3 Employees who may be required to return to duty to perform such overtime duties shall be paid not less than four (4) hours at time and one-half (1 - 1/2x) rate.

17.4 All qualified bargaining unit employees shall be eligible for overtime in the Communications Division on an equitable basis. An employee is considered "qualified" after obtaining and maintaining all of the necessary certifications and credentials related to the position of Central Communications Technician and after successfully passing the training program established by the supervisor of the Central Communications Division, subject to approval by the Chief of Police. It is understood by all parties that bargaining unit members are responsible for any fees and costs associated with certifications, for any time away from a regular shift, and that the Town is not responsible for compensating an employee for any training required under this section. An overtime list shall be maintained pursuant to a master seniority list and shall be posted for all overtime worked. Employees who refuse an offer of overtime shall revert to the bottom of the overtime list.

17.5A In instances whereby overtime is necessary and an employee is next to be called for overtime, said employee shall be called for either a four (4) hour shift or an eight (8) hour shift as long as the overtime does not result in working over sixteen (16) continuous hours for normal police duties. Whether or not the employee works four hours or eight hours (or refuses such assignment), he/she shall be moved to the bottom of the overtime list.

17.5B Should an employee be bypassed for overtime by human error or omission, that employee will be offered the next similar assignment for which he or she is available. This procedure shall be in lieu of access to the grievance and arbitration procedure. There shall be no monetary compensation by the Town for such human error. The Union retains the right to grieve and arbitrate any claim that an officer has been bypassed for overtime intentionally or based on favoritism.

17.5C Should an employee be bypassed for overtime and it is found that the employee was bypassed as a result of a computer, server, Internet, website, service provider or otherwise a computer related error in part, or in whole, the employee may submit a grievance through the

grievance and arbitration process. The arbitrator shall determine whether the Agreement was breached and what the appropriate remedy should be.

17.6A Members may receive compensatory time at the rate of double time (2x) for the hours worked in lieu of the overtime pay referenced in Section 17.1. The amount of compensatory time with which a bargaining unit member can use in a calendar year (January 1 to December 31) is subject to the following arrangement:

- July 1, 2017 - December 31, 2017- Not to exceed two-hundred and forty (240) hours
- January 1, 2018 - December 31, 2018- Not to exceed four-hundred and six (460) hours
- January 1, 2019 - December 31, 2019- Not to exceed four-hundred and forty (440) hours
- January 1, 2020 – December 31, 2020- Not to exceed four-hundred and twenty (420) hours
- January 1, 2021 – December 31, 2021- Not to exceed four-hundred (400) hours
- January 1, 2022 -- December 31, 2022- Not to exceed four-hundred (400) hours

17.6B At no time shall an employees’s total accumulated compensatory time account exceed two hundred and forty (240) hours. An employee must make every reasonable effort to utilize all accumulated compensatory time prior to retirement or separation from the Town. Accumulated compensatory time shall be taken and used in accordance with the provisions of Article 26, Section 26.2 of this Agreement.

17.7 Field Training: Officers training probationary officers in the field training program shall be compensated with two (2) hours of compensatory time per eight (8) hour shift spent in such training.

17.8 An employee may sell up to eighty (80) hours of accumulated compensatory time from the Town on one occurrence per year commencing on the employee’s anniversary date. It is understood by the parties that the rate of payout for the purchase of accumulated compensatory time is at time and one-half (1.5) of the employee’s regular rate of pay. It is also understood that two (2) hours of accumulated compensatory time is deducted from the employee’s accumulated compensatory time account for each hour purchased. (For example, an employee cashing in the entire eighty (80) hours will be paid out forty (40) hours at the time and one-half rate (1.5) of the employee’s regular rate of pay). [The parties agree to review this paragraph for potential tax and wage-hour implications]

**ARTICLE 18
LONGEVITY**

18.1 Employees hired prior to March 2, 2017 shall receive longevity pay for and during the term of this contract in accordance with the following schedule.

After completion of five years of service	1.00%
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After completion of six years of service	1.00%
After completion of seven years of service	1.50%
After completion of eight years of service	1.50%
After completion of nine years of service	1.50%
After completion of ten years of service	2.00%
After completion of eleven years of service	2.00%
After completion of twelve years of service	2.00%
After completion of thirteen years of service	2.00%
After completion of fourteen years of service	2.00%
After completion of fifteen years of service	2.50%
After completion of sixteen years of service	2.50%
After completion of seventeen years of service	2.50%
After completion of eighteen years of service	2.50%
After completion of nineteen years of service	2.50%
After completion of twenty years of service	3.00%
After completion of twenty-one years of service	3.00%
After completion of twenty-two years of service	3.00%
After completion of twenty-three years of service	3.00%
After completion of twenty-four years of service	3.00%
After completion of twenty-five years of service	3.50%
Over twenty-five years of service	3.50%

Employees hired after March 1, 2017 shall receive longevity pay for and during the term of this contract in accordance with the following schedule.

After completion of five years of service	1.00%
After completion of six years of service	1.00%
After completion of seven years of service	1.50%
After completion of eight years of service	1.50%
After completion of nine years of service	1.50%
After completion of ten years of service	2.00%
After completion of eleven years of service	2.00%
After completion of twelve years of service	2.00%
After completion of thirteen years of service	2.00%
After completion of fourteen years of service	2.00%
After completion of fifteen years of service	2.50%
After completion of sixteen years of service	2.50%
After completion of seventeen years of service	2.50%
After completion of eighteen years of service	2.50%
After completion of nineteen years of service	2.50%
After completion of twenty years or more years of service	3.00%

18.2 Years of service shall be calculated from the anniversary date of the employee's

employment. For the purposes of this Article the one (1) year period shall consist of three hundred and sixty-five (365) days, including said anniversary date of employment. Longevity percentages are based upon salary of individual's rank and year of service.

18.3 Longevity pay shall be payable in a lump sum on the employee's anniversary date by check separate from the employees' regular paycheck. In the event of a permanent separation from service, the separated employee shall receive an amount pro-rated to reflect the final partial year of service.

**ARTICLE 19
EDUCATION**

19.1 In addition to the basic salary set forth herein, each employee hired after March 1, 2017, who completed one (1) full year of service with the Town and has completed the following credits at a college or university recognized and accredited by the accrediting authorities of the State of Connecticut shall receive the following annual wage increments:

19.2	NUMBER OF CREDITS	ANNUAL INCREMENT
	30 semester hours	\$200.00
	60 semester hours	\$350.00
	90 semester hours	\$500.00
	120 semester hours	\$650.00

19.3 The increments in 19.2 shall be paid as a lump sum within ten (10) days of the date the employee completes the required credits, and annually thereafter on or around July 1st. In the event an employee has completed the above credits prior to the execution of this Agreement, or prior to the effective date of this Agreement, then such sum shall be paid within thirty (30) days after the execution of this Agreement.

19.4 In addition to the basic salary set forth herein, each employee who has completed one (1) full year of service with the Town and has obtained an associate degree, bachelor's degree, or master's degree from an accredited college or university shall receive incentive pay in any of the following fields of study:

- (1) Police Science
- (2) Police Administration
- (3) Law Enforcement
- (4) Public Safety
- (5) Public Administration
- (6) Criminal Justice
- (7) Justice & Law Administration
- (8) Sociology
- (9) Management

- (10) Business Administration
- (11) Psychology
- (12) Public Health
- (13) Marketing
- (14) Electrical Engineering
- (15) Traffic Engineering
- (16) History
- (17) Landscape Architecture
- (18) Communications
- (19) Human Services
- (20) Family Relations
- (21) Sports Management
- (22) Criminology
- (23) Exercise Science
- (24) Forensics
- (25) Political Science
- (26) Electronic Engineering Technology
- (27) Any other degree approved by the Chief of Police

The amount of incentive pay is as follows:

A.	Associate’s Degree:	\$400.00 per year
B.	Bachelor’s Degree:	\$700.00 per year
C.	Master’s Degree:	\$1,000.00 per year

19.4a The increases in Section 19.4 shall be retroactive to July 1, 2016. It is understood by the parties that only one (1) incentive payment will be made annually and for the highest degree attained.

19.5 For the purposes of this Article, an accredited college/university is any authorized by the state where it is located to grant an associate, bachelor’s and/or master’s degrees in fields listed in Section 19.1, and is accredited by the New England Association of Colleges, private schools and secondary schools or its successor organization, or an equivalent association or organization for the area in which the college/university is located.

19.6 Those employees enrolled in an associate’s, bachelor’s or master’s degree program in criminal justice or who are majoring in criminal justice in a school which does not offer a criminal justice degree or who are enrolled in a Police Science; Police Administration; Psychology, Sociology, Municipal Government and Administration or Public Administration; or courses which in the sole discretion of the Chief of Police directly relate to the bargaining unit member’s current or future assignment, shall be eligible to receive reimbursement for twenty-five percent (25%) of tuition costs, books and course materials when the school and course or courses are approved in advance and the employee receives a “C” or better (“B” or better for

graduate work) in such approved course. The decision of the Chief of Police as to whether a course(s) is eligible for reimbursement is not subject to the provisions of the grievance process. Notification of intent to take courses and requests for approval must be made with enough advance notice so that money can be properly budgeted for this expense.

19.7 The Town shall maintain an educational reimbursement fund with a minimum cap of \$15,000 per fiscal year.

**ARTICLE 20
CLOTHING AND UNIFORMS**

20.1 The Town shall furnish to each employee, upon appointment to the Department, all uniforms, equipment and items of clothing incidental thereto.

20.2 The Town shall provide all uniformed employees a uniform allowance in accordance with the following schedule:

Retroactive to August 1, 2016: \$350 allowance & \$375 cash
 August 1, 2017: \$350 allowance & \$400 cash
 August 1, 2018: \$350 allowance & \$425 cash
 August 1, 2019: \$350 allowance & \$450 cash
 August 1, 2020: \$350 allowance & \$450 cash
 August 1, 2021: \$350 allowance & \$450 cash

20.3 With respect to the other non-uniform members of the Hamden Police Department, the Town shall pay a clothing allowance in accordance with the following schedule:

Retroactive to August 1, 2016:	\$725 cash
August 1, 2017:	\$750 cash
August 1, 2018:	\$775 cash
August 1, 2019:	\$800 cash
August 1, 2020:	\$800 cash
August 1, 2021:	\$800 cash

20.4 For and during the term of this contract, the Town shall pay to each employee a cleaning allowance in the amount of three hundred dollars (\$300.00).

20.5 All uniforms must be obtained through the Purchasing Agent of the Town in order to qualify for the three hundred and fifty dollar (\$350.00) allowance. Plain clothes are not to be considered uniform.

20.6 No employee, uniformed or non-uniformed, shall receive more than one thousand

dollars (\$1,000.00) per annum due to any changes in circumstance.

20.7 The Town shall continue to supply such equipment as it has customarily furnished in the past.

20.8 Commencing as of July 1, 2017, the clothing slips for the purchase of uniforms and equipment by the Purchasing Agent shall be distributed on or before August 1 of each year. The items ordered shall be delivered no later than November 1 of that same year.

20.9 The Town shall provide two-hundred dollars (\$200) voucher per year on or before July 1 of each year of this Agreement to members of the Emergency Service Unit. This section shall be retroactive to July 1, 2016.

ARTICLE 21 PHYSICAL

21.1 The Town agrees that physicals shall be provided pursuant to the schedule allowed in the medical insurance covered under Article 41.

ARTICLE 22 SUBSTANCE ABUSE TESTING

22.1 The parties agree to the Substance Abuse Policy attached as Exhibit E to this Agreement.

ARTICLE 23 EMT BENEFITS

23.1 Each employee who was certified as an EMT on or before June 30, 1999 shall receive a benefit each year equal to four percent (4.0%) of his or her annual salary.

23.2 Effective July 1, 1999, the benefit provided by this Article 23 shall not be paid to any new EMT unless that employee is explicitly certified by the Chief of Police to receive said benefit.

23.3 Effective upon ratification of this Agreement, the EMT benefit will be paid to each eligible employee on a bi-annual basis. The first disbursement will be paid each year by August 1 and the second disbursement will be paid to the employee on or before January 1. This section shall be retroactive to July 1, 2014.

**ARTICLE 24
HOLIDAYS**

24.1 Each employee shall be paid one (1) day's pay, whether working or not for each of the following holidays during the term of this Agreement.

New Year's Day	Easter Sunday
Lincoln's Birthday	Independence Day
Martin Luther King Day (of Federal Observance)	Labor Day
Washington's Birthday (3rd Monday of February)	Columbus Day (2nd Monday of October)
Good Friday	Veteran's Day
Memorial Day (Last Monday of May)	Thanksgiving Day
	Christmas Day

24.2 In addition, every employee shall be granted a paid holiday on a day that the President of the United States, the Governor of the State of Connecticut, or the Mayor of the Town of Hamden declares a holiday by proclamation.

24.3 Employees whose regular scheduled work days occur on a holiday referenced in 24.1 above, and who work said holiday shall receive additional compensation at one and one-half (1-1/2) times their hourly rate of pay for the number of hours worked on said holiday in addition to their holiday pay (eight (8) hours regular base wages).

24.4 Employees who work on one of the holidays referenced in 24.1 above, who are regularly scheduled to be off on said holiday shall receive additional compensation at double times (2x) their hourly rate of pay for the number of hours worked on said holiday in addition to their holiday pay ((8) hours regular base wage).

24.5 Holiday time-off, hereinafter referred to as H-days, are as follows: each employee shall be entitled to H-days that shall not be charged against the employee as sick, personal, vacation, compensatory, or any other leave of absence, with pay. H-days occur on the Holidays agreed upon between the Union and the Town, in accordance with Article twenty-three (23) of this Agreement. H-days will be authorized, in accordance with this Article, on all Holidays except for the Fourth of July.

A. The following four (4) Holidays will be available to all personnel assigned in the Support Services Bureau, Traffic and Detective Divisions, with approval occurring not more than twenty-four (24) hours in advance of the scheduled Holiday:

- New Year's Day
- Easter
- Thanksgiving

Christmas

B. Holidays that occur on Saturdays and Sundays, with the exception of the Fourth of July, will also be available to all personnel assigned in the Support Services Bureau, Traffic and Detective Divisions, with approval occurring not more than twenty-four (24) hours in advance of the scheduled Holiday.

C. Holiday days will be authorized for all other Holidays for all personnel in the Support Services Bureau, Traffic and Detective Divisions with the exception of the following staff not allowed Holiday day approval:

Two (2) Detectives each on the Second and Third Details will be assigned in the Detective Division.

One (1) Detective Supervisor (any shift) will be assigned from the Detective Division.

One (1) Support Services Officer (any rank) will be assigned from the Support Services Bureau.

One (1) Traffic Division Officer (day shift) will be assigned from the Traffic Division.

One (1) Street Interdiction Team Officer (any shift) will be assigned.

D. Days will be available to all employees assigned to the Patrol Division, with the exception of the Fourth of July and First Detail personnel on New Year's Day, but only for requests down to minimum staffing levels on any given shift.

E. Approved H-days for all Department personnel can be rescinded up to four (4) hours prior to a scheduled shift in the event of an emergency or other unanticipated extreme situation (riot, storm related event, etc.) at the discretion of the Police Chief or his/her designee.

F. The process by which H-days are assigned will be accomplished on a rotational system, by Department seniority, in each of the following Divisions/Units/Bureaus:

Patrol Division
 Detective Division
 Street Interdiction Team
 Traffic Division
 Support Services Bureau

G. The commanding Officer of each of these Divisions/Units/Bureaus will be

responsible for the management of the appropriate rotational list(s). Nothing in this Article limits any employee from submitting requests for vacation, personal, or compensatory time-off for any Holiday.

**ARTICLE 25
VACATIONS**

25.1 Each employee hired on or before March 1, 2017 who has completed the following periods of service shall receive paid vacation as follows:

<u>PERIOD OF SERVICE</u>	<u>VACATION</u>
During First Year	No vacation use in first 6 months. Vacation days, accrued at one per month, may be used after 6 months. (Maximum accrual in first year is 12 days.)
After One Year Service	12 working days (less any used during first year)
After Two Years Service	13 working days
After Three Years Service	14 working days
After Four Years Service	15 working days
After Five Years Service	16 working days
After Six Years Service	17 working days
After Seven Years Service	19 working days
After Eight Years Service	20 working days
After Nine Years Service	21 working days
After Ten Years Service	23 working days
After Eleven Years Service	24 working days
After Twelve Years Service	25 working days
After Thirteen Years Service	26 working days
After Fourteen Years Service	27 working days

After Fifteen Years Service	28 working days
After Sixteen Years Service	28 working days
After Seventeen Years Service	29 working days
After Eighteen Years Service	30 working days
After Nineteen Years Service	31 working days
After Twenty Years Service	32 working days
After Twenty-One Years Service	33 working days

25.1a Each employee hired after March 1, 2017 who has completed the following periods of service shall receive paid vacation as follows:

PERIOD OF SERVICE

VACATION

During First Year

No vacation use in first 6 months.

Vacation days, accrued at one per month, may be used after 6 months. (Maximum accrual in first year is 12 days.)

After One Year Service

12 working days (less any used during first year)

After Two Years Service

13 working days

After Three Years Service

14 working days

After Four Years Service

14 working days

After Five Years Service

15 working days

After Six Years Service

15 working days

After Seven Years Service

16 working days

After Eight Years Service

16 working days

After Nine Years Service

17 working days

After Ten Years Service

18 working days

After Eleven Years Service	19 working days
After Twelve Years Service	20 working days
After Thirteen Years Service	22 working days
After Fourteen Years Service	23 working days
After Fifteen Years Service	25 working days

25.2 The vacation benefits provided herein apply to each year of this contract.

25.3a Employees shall be entitled to their vacation as individual days or weeks at such intervals between said individual days or weeks as they desire and in such combination of consecutive individual days or weeks provided said vacation time does not impair the security of the Police Department and/or the Town. The Chief of Police or designee shall apply said security standard to vacation time requested by employees. If an employee desires to take more than two (2) weeks (ten working days) of consecutive vacation time, said employee must first obtain approval of the Chief of Police or designee.

25.3b All requests for vacation leave shall be submitted at least twenty-four (24) hours prior to the start of the scheduled shift related to the requested time off. Requests for such leave shall not be denied except in case of an emergency or other extenuating circumstances. All vacation leave requests shall be approved year-round consistent with minimum staffing requirements for the particular shift.

25.3c The Chief of Police or designee may consider approving time off inside of the twenty-four (24) hour timeframe with consideration being provided to the operational and staffing needs of the department. The Department will make every effort to notify an employee within twenty-four (24) hours upon receipt of a request for time off. The Chief of Police or designee must base a denial on legitimate and department-driven needs. Time-off requests related to the ability of an employee to execute duties at an extra duty assignment that extends past the expected and anticipated completion time shall be given serious consideration for approval (example; an extra duty assignment with a utility company that begins in the morning and extends longer than was expected due to extenuating and developing circumstances). The Chief of Police retains the discretion to approve time-off in cases of hardship or family emergency.

25.3d Bargaining unit members may submit requests to have previously approved vacation leave rescinded; however such requests must be submitted at least twenty-four (24) hours prior to the start of the scheduled shift related to the previously approved time off. The

Chief of Police or designee may consider rescinding previously approved time-off inside of the twenty-four (24) hour timeframe with consideration being provided to the operational and staffing needs of the department.

25.4 If for any reason an employee has not taken his/her vacation, or any other part thereof, within a calendar year, said employee shall be entitled to take vacation in the next calendar year. However, the employee may not accumulate vacation time beyond the next calendar year.

25.5 In no event may an employee accumulate more than the maximum sixty-six (66) days of vacation time under this Agreement. However, employees hired after March 1, 2017 may only accumulate up to a maximum of fifty (50) days of vacation time under this Agreement.

25.6 In the event of illness or incapacity during an employee's vacation period, employees shall be entitled to an additional number of days off, with pay, equal to the number of days during their vacation in which they were ill or incapacitated. Such employees shall submit evidence of such illness or incapacity to the Police Surgeon.

25.7 The parties hereto agree that seniority shall govern the following vacation provisions:

A. Vacation leave shall be requested by employees on the basis of request and seniority preference during the fifteen (15) day period prior to the start of each of the three (3) month bid cycles (January 1st, April 1st, July 1st, and October 1st), and once a new bid is posted. If a senior employee desires the same vacation leave as that selected by a junior employee, the senior employee must make his/her selection within the fifteen (15) days prior to the start of a new bid in order for seniority to prevail. On or subsequent to the first day of each bid period, a senior employee shall not be able to bump a junior employee; the date of request shall prevail.

B. Vacations shall be requested in each bureau separately by department seniority.

C. Employees may request vacation leave twelve (12) months in advance, provided that no less than three (3) consecutive days are requested. It is understood by the parties that any combination of accrued time, excluding sick time, may be part of the overall request (e.g., vacation time, compensatory time, personal time). Vacation leave requests for the week of Christmas will not be considered for approval until the fifteen (15) day period prior to the start of the October 1st bid cycle and once a new bid is posted. Consideration will be granted to requests that are submitted prior to that timeframe that involve extenuating circumstances. (e.g., an employee who is planning a vacation where a financial commitment is involved)

25.9 In the event that an employee is terminated for any reason, or in the event that an employee retires or dies prior to taking the vacation to which he/she would have been entitled absent the aforesaid circumstances, the employee's estate shall be paid a sum equal to the vacation pay earned to the date of such aforesaid circumstances.

25.10 Earned vacation shall be calculated from anniversary date and computed as follows: for every three (3) months worked in the year of the above circumstances, it shall be deemed that the employee has earned one-quarter (1/4) of the vacation he/she would have received had the circumstances not occurred. Earned Vacation shall be paid on a pro rata basis upon retirement.

25.11 Employees hired prior to March 2, 2017 may not be paid for more than sixty-six (66) vacation days upon termination. Employees hired after March 1, 2017 may not be paid for more than fifty (50) vacation days upon termination.

25.12 An employee when granted vacation leave shall not be subject to call if a shortage of staffing arises except if it be through a Town declared emergency, riot or other extreme emergency.

25.13 The parties agree to discuss a vacation sell program in Labor-Management meetings within six-months of ratification of this Agreement.

ARTICLE 26 PERSONAL LEAVE & COMPENSATORY LEAVE

26.1 Each employee shall be granted three (3) personal days per year, with pay. The leave shall not be charged against the employee's sick leave or vacation.

26.2a All requests for personal and compensatory leave shall be submitted at least twenty-four (24) hours prior to the start of the scheduled shift related to the requested time off. All personal and compensatory leave requests shall be approved year-round consistent with minimum staffing requirements for the particular shift. None of the three personal days shall not be denied in order to meet minimum staffing requirements, provided that as to patrol officers only no more than three patrol officers may use undeniable personal days on any shift. The Town shall not be obligated to approve any requests for time off that would drop patrol staffing more than one person below minimum on any shift.

26.2b The Chief of Police or designee may consider approving time off inside of the twenty-four (24) hour timeframe with consideration being provided to the operational and staffing needs of the department. The Department will make every effort to notify an employee within twenty-four (24) hours upon receipt of a request for time off. The Chief of Police or

designee must base a denial on legitimate and department-driven needs. Time-off requests related to the ability of an employee to execute duties at an extra duty assignment that extends past the expected and anticipated completion time shall be given serious consideration for approval (example; an extra duty assignment with a utility company that begins in the morning and extends longer than was expected due to extenuating and developing circumstances). The Chief of Police retains the discretion to approve time-off in cases of hardship or family emergency.

26.2c Bargaining unit members may submit requests to have previously approved personal or compensatory leave rescinded; however such requests must be submitted at least twenty-four (24) hours prior to the start of the scheduled shift related to the previously approved time off. The Chief of Police or designee may consider rescinding previously approved time-off inside of the twenty-four (24) hour timeframe with consideration being provided to the operational and staffing needs of the department.

26.3 Personal leave is not cumulative, and shall not be carried over from year to year, unless an employee has had a request denied under the provisions above on two (2) or more occasions. In such event all unused personal leave shall be carried over and credited to the employee; but the employee shall not accumulate more than six (6) days.

26.4 In agreeing that not more than six (6) personal days can be accumulated, the Union and the Town agree that employees shall not lose any compensation for personal days accumulated at the time of this Agreement.

26.5 The parties hereto agree that seniority shall govern the following personal and compensatory leave provisions:

26.5a. Compensatory leave shall be requested by employees on the basis of request and seniority preference during the fifteen (15) day period prior to the start of each of the three (3) month bid cycles (January 1st, April 1st, July 1st, and October 1st), and once a new bid is posted. If an employee desires the same compensatory leave as that selected by a junior employee, the senior employee must make his/her selection within the fifteen (15) days prior to the start of a new bid in order for seniority to prevail. On or subsequent to the first day of each bid period, a senior employee shall not be able to bump a junior employee; the date of request shall prevail.

26.5b. Employees may request compensatory leave twelve (12) months in advance, provided that no less than three (3) consecutive days are requested. It is understood by the parties that any combination of accrued time may be part of the overall request (e.g., vacation time or compensatory time). Compensatory leave requests for the week of Christmas will not be considered for approval until the fifteen (15) day period prior to the start of the October 1st bid cycle and once a new bid is posted. Consideration will be granted to requests that are submitted prior to that timeframe that involve extenuating circumstances (e.g., an employee who is planning a vacation where a financial commitment is involved).

**ARTICLE 27
SICK LEAVE**

27.1 As used herein the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his/her regular rate of pay. Employees off on sick leave may not work overtime or extra duty until they have returned to full duty and worked a regularly scheduled shift or a training day.

27.2 An employee's absence from work shall be authorized and qualify for sick leave and sick leave benefits, if it is due to or arises out of:

(a) Illness, incapacity or injury to the employee or to the employee's immediate family when the nature of said illness, incapacity or injury requires his/her personal attendance. The employee may be required to submit evidence of the same in the event said illness, incapacity or injury requiring attendance in excess of forty-eight (48) hours.

27.3 Each employee shall be entitled to one and one-half (1-1/2) sick leave days per month, and shall be entitled to accumulate the unused sick leave days earned, from month to month and from year to year, up to a maximum of two hundred twenty (220) days.

27.4 The termination of this Agreement shall not cancel any accumulated sick leave the employee has remaining on the termination date thereof.

27.5 Sick leave shall continue to accumulate during leaves of absence with or without pay and during the time an employee is on authorized sick leave, injury leave, vacation or any other leave authorized by this Agreement.

27.6 Whenever an employee uses his/her entire accumulation of sick leave days, said employee shall have the right to petition the Mayor for an extension of sick leave. The Mayor shall grant such extension not to exceed twenty (20) days upon a showing of good cause. Any subsequent extension shall be at the discretion of the Mayor.

27.7 Employees who retire under the terms of the Hamden Employees Retirement Act shall, upon retirement, be paid on a lump sum basis for all accumulated sick days to a maximum of ninety-seven (97) days' pay. The parties agree that the Sick Time Buy Back Incentive, as outlined in the July 12, 2011 contract extension, expires upon ratification of this Agreement. A copy of the Sick Time Buy Back Incentive is attached as Exhibit D.

27.8 Any employee injured in the performance of his/her duty shall suffer no detraction from any sick leave accumulation by reason of his/her absence from duty.

27.9 Employees shall be charged the amount of hour actually used as sick time when

they do not complete their full shifts.

27.10 The Town shall maintain a record for each employee of all sick leave days taken and accumulated and each employee shall have the right during reasonable business hours to inspect said sick leave account in order to determine the amount of sick leave accumulated. The Department shall continue to maintain a back-up record for each employee of all sick leave days taken and accumulated.

27.11 An employee may transfer sick leave from his or her sick leave accumulation to another bargaining unit member who has exhausted his/her sick leave and who is absent due to a serious and continuing illness or injury.

27.12 Effective upon signing this contract, officers who use nine (9) or fewer sick days in a year under Article 27 shall receive an additional \$750 added to their longevity pay on their next anniversary; officers who use eleven (11) or fewer sick days in a year shall receive an additional \$500 added to their longevity pay. An officer can be out sick a minimum of 3 consecutive days to a maximum of 6 consecutive days due to illness, one occasion per anniversary year, which will count as one sick day toward the above sick leave incentive. Sick days used after the 6th consecutive day will be charged to sick time. The Chief may require a physician's note for the illness or injury.

27.13 Employees will also receive a sick leave balance incentive on their anniversary, as follows:

150 days -	\$100.00
175 days -	\$200.00
200 days -	\$300.00
220 days -	\$400.00

27.14 The Town agrees to allow any bargaining unit member who has reached the maximum allowable unused sick leave accrual (220 days), to put any further accrued unused sick leave into a sick leave bank. The Bank will be available to any bargaining unit member who experiences a catastrophic injury or illness and has expended all of his/her accumulated sick leave.

**ARTICLE 28
INJURY LEAVE**

28.1 Employees who are injured, incapacitated or disabled by accident, contagious disease, intentional act of another, or the negligence of any person, including themselves, provided said occurrence arose out of the performance of his duties and/or Police work, shall be entitled to injury leave, with full pay, at the regular rate of pay, less any amount received by virtue of the Workers' Compensation Act, for up to twenty-four (24) months from the date of

injury or until the employee reaches maximum medical improvement, whichever occurs first.

28.2 Any employee who is injured in the performance of his/her duties and who is unable to fully perform the duties assigned to him prior to his injury or disability shall be assigned in whatever Police work he is subsequently able to perform, and his/her salary for such assignment shall be no less than that which he/she would have received had he/she continued to perform the duties assigned to him/her immediately prior to the injury, incapacity or disability. No employee, however, shall be required to perform any such work if, in the opinion of the Police Surgeon, such work would or could be detrimental to the employee's health or condition. If no such work is available, said employee shall be retired on a service connected disability pension in accordance with the applicable provisions of the pension plan then in effect.

28.3 Light duty assignments shall be provided for those members who have incurred a job related injury and said assignment shall remain in effect for a period of not more than one (1) year from the date of "maximum recovery" determination by Workers' Compensation. Work in the patrol division shall not be considered light duty assignments. A light duty assignment may include, but not be limited to, basic front desk/receptionist duties. However, any employee performing said duty will not be utilized for the purpose of applying minimum staffing needs.

28.4 Officers who have been on light duty, sick or injury leave may not work overtime or extra duty until after they have returned to full duty and worked a regularly scheduled eight-hour shift or a training day. Officers are responsible for informing their supervisor or the extra duty officer of their status under this provision, as well as Article 27.1.

ARTICLE 29 BEREAVEMENT LEAVE

29.1 In the following described situations, an employee may be absent from duty without suffering any loss of accumulated sick leave, vacation time, or any other leave authorized by this Agreement, and with compensation at the regular rate of pay:

29.2 In the event of the death of a spouse, child or step-child of the employee five (5) days leave shall be allowed.

29.3 In the event of a death in the family of the employee, leave of three (3) days shall be granted. The term "family" shall include the employee's mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son/daughter-in-law, grandchild, grandparent, or any relative who is an actual member of the employee's household. Added reasonable time shall be allowed for travel to out-of-state funerals, but in no event shall such time exceed two (2) days.

29.4 In the event of the death of an aunt, uncle, niece, or nephew of the employee, or of his/her spouse, or the spouse's grandparent, one (1) day's leave shall be allowed.

29.5 It is understood and agreed by the parties hereto that the above reference to leave be granted only in the event said bereavement period occurs when the employee is scheduled to be working.

ARTICLE 30 MILITARY LEAVE

30.1 Any employee entering military service shall be granted leave without pay in accordance with Federal and State Law. Such leave shall extend for the period of service with the forces and for ninety (90) days after discharge. Any employee who, within ninety (90) days after an honorable discharge from the military, applies for re-employment, at the position and rank held immediately prior to induction or enlistment in the military service and shall further be entitled to any other right provided under the Selective Service Act, as amended from time to time and subject to the following limitations:

1. Said military leave shall not exceed four (4) years or in the event of conscription, not to exceed the duration thereof.
2. The employee must be granted an honorable discharge.
3. The employee must not have been convicted of a felony, high misdemeanor or a crime involving moral turpitude during the leave period.
4. Said employee must pass a physical and psychological examination by the Town's Police Surgeon to determine his/her fitness for police duties.

30.2 If the employee contests the Town Surgeon's findings he/she, shall have the right to submit physical or psychological findings of a physician of his/her own choosing; and if the medical opinions differ, then in said event, the two (2) physicians shall select a third physician to examine said employee and submit his findings to the Commission and the majority opinion shall prevail.

ARTICLE 31 SPECIAL LEAVE (SWITCHING)

31.1 An employee shall be entitled, subject to the approval of the shift commander, to special leave with full pay for any day or days for which he/she is able to secure another employee to work in his/her place. This notification must take place twenty-four (24) hours in advance of the date in order to adequately staff the department.

**ARTICLE 32
CHILDBEARING LEAVE/FAMILY LEAVE**

32.1 Any employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

32.2 Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.

32.3 Subject to a physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.

32.4 Employees shall be entitled family leave (unpaid) pursuant to federal and state laws. Employees may use accumulated leave toward such time.

32.5 Pregnant employees are entitled, at their request, to be immediately removed from field duties provided medical documentation confirming the pregnancy is provided to the Department. Such employees shall be assigned and shall be entitled to continue working for so long a period of time as the employee's physician believes that she is physically able to perform her assigned duties. Appropriate clothing or uniform, to be determined by the assignment, shall be allowed upon approval of the Chief of Police or his/her designee.

**ARTICLE 33
COURT TIME**

33.1 Court Appearances. Members shall be financially compensated by the Town in all criminal, civil, and administrative proceedings involving the presence and/or testimony of said employee as the result of his/her duty as a law enforcement member of the Hamden Police Department at the rate of pay at one and one-half (x1-1/2) times for time spent for each off duty appearance. There shall be a four (4) hour minimum. Any monies received by the member from the State of Connecticut or any other party shall become the property of the Town of Hamden, provided the employee has received the payment mentioned above.

**ARTICLE 34
TRAINING DAYS**

34.1 When a member is scheduled to work a training day plus five (5) work days in a given work week of Monday-Sunday he/she will be compensated with an additional eight hours pay at straight time when using one or more personal days, vacation days, compensatory time, sick days, bereavement days or Union leave days for one (1) of the five (5) scheduled workdays.

35.3 The personnel file shall be maintained by the Police Department and shall be the sole file used in matters of promotions, discipline and discharge. Employees shall be given copies of any item placed in their file upon placement in the file.

ARTICLE 36 PROMOTIONS

36.1 The Town, through its Civil Service Commission, shall maintain promotional eligibility lists for the rank of Detective and above. In the event that an eligibility list expires pursuant to Civil Service Rules and Regulations, the Town, through its Civil Service Commission, shall establish a new eligibility list within sixty (60) days of the date of expiration of the prior list.

36.2 The Town shall recognize as a rank and not as an assignment, the position of Detective and such position shall be subject to the Town's Civil Service Rules and Regulations. The examination shall be 75% written and 25% oral. The examination shall be open to all Grade A-III officers or higher.

36.3 Candidates appointed to the position of Detective shall serve a six (6) month trial period. Appointees failing to satisfactorily complete their trial period shall return to the position held prior to their appointment.

36.4 All other tests for promotions shall continue pursuant to current practice and shall be 100% written.

36.5 The oral portion of the promotional examination for Detective shall be conducted by a board of officers holding a rank at least one rank above the rank that is subject to examination. Such board shall be selected by the Personnel Director from police departments located at least twenty miles from the nearest boundary of the Town of Hamden.

ARTICLE 37 VACANCIES

37.1 The Town shall make every reasonable effort to fill all budgeted vacancies within sixty (60) days of their occurrence.

ARTICLE 38 DAMAGE TO PERSONAL PROPERTY

38.1 Whenever an employee suffers any loss or damage to his/her clothing, uniform and/or personal property other than his motor vehicle in the performance of duty, the Town shall replace or reimburse said loss to the extent that said loss is not otherwise covered by insurance at

34.2 Further, there shall be no training days scheduled nor shall an employee be required to work in lieu of a scheduled training day during the months of July and August for those who volunteer to participate in the annual Memorial Day Parade. This includes those members who are scheduled to work on the shift when the parade is scheduled.

34.3 The Town agrees that training shall not be scheduled on Saturdays, Sundays or Holidays.

34.4 Employees will be compensated with overtime pay or compensatory time for ground transportation for attendance at schools, seminars, and conferences during instances when travel time to and from such events takes thirty (30) minutes or more. This includes anticipated and unanticipated occasions, taking into account that a trip that was predicted to take less than thirty (30) minutes may take longer due to a variety of factors. The thirty (30) minute "clock" starts from the location the employee departs from. However, the "clock" will begin for an employee who chooses to respond to Police Headquarters to be assigned a Department vehicle for transportation at the moment of departure from HQ. It is understood that members will have access to Department vehicles for travel to and from schools, seminars, and conferences. For purposes of Section 34.5, it is understood that employees will be compensated with overtime pay or compensatory time for any portion of time worked in excess of eight (8) hours per day. This includes attendance at schools, seminars, and conferences. Employees assigned to attend a school, seminar, or conference, or for investigatory purposes, that requires the use of air transportation will be compensated for any time worked in excess of eight (8) hours per day. The department will make every effort to adjust the schedule of a member attending such an event to ensure that time-off is provided on the front and back ends of the trip.

34.5 Employees assigned to attend any overnight training shall be provided with a per diem amount of \$45.00 per day.

ARTICLE 35 PERSONNEL FILE

35.1 Every employee shall have the right to inspect his/her personnel file in the presence of the Chief or designee. If the employee desires, he/she may be accompanied by an officer of the Union. This right of the employee shall be limited to no more than three (3) times per year (unless for compelling reason), and shall be exercised at reasonable times after an appointment has been made to do so with the Chief or designee.

35.2 All complaints and notations made against an employee for which no disciplinary action is taken by the Police Commission or Chief of Police shall not become a part of any file that may influence or impact in any way upon any employee's career with the Police Department. The parties further agree that the circumstances relating to such matters shall not be brought to the attention of any individual, Town agency or board whose actions might influence or impact said employees' career with the Police Department.

its expense in an amount equal to its value, but not to exceed two hundred dollars (\$200.00) per occurrence.

38.2 It is understood that an employee shall never be required or allowed to use a personal motor vehicle in the performance of his/her duties. However, if an employee does use his/her motor vehicle in an emergency in the performance of his/her duties outside of regular or special duty hours and said employee suffers any loss or damage to his motor vehicle and if said loss or damage is not the result of the employee's negligence or willful act, the Town shall reimburse said loss to the extent that said loss is not otherwise covered by the Town's insurance at its expense in an amount equal to its depreciated value.

**ARTICLE 39
EMERGENCY**

39.1 In the event that an emergency is declared by the Chief of Police or the Mayor requiring employees to holdover on their respective work shifts, during such holdover the Chief or designee after four (4) hours must provide such employees with meals and/or lodging. The Town shall provide the lodging and/or hot meals, if such provision for hot meals does not interfere with police security.

**ARTICLE 40
JURY DUTY**

40.1 Any employee required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate of pay for such jury duty is less than the employee's regular straight time rate of pay, the Town shall pay the difference of those rates to the employee. It is understood that if an employee is excused from jury service no later than 12:00 noon, he/she shall return to his/her regular job with the Town, and the payment of the difference in wages (i.e., the reduced wages) by the Town shall not pertain to that employee so working. The Town reserves the right to request an exclusion for that employee from jury duty service.

**ARTICLE 41
HEALTH INSURANCE**

41.1 Upon ratification, the Town shall provide at its expense the Anthem Blue Cross/Blue Shield (PPO) medical insurance plan (Century Preferred). The Town will also offer an HDHP medical insurance plan with an HSA beginning on July 1, 2017. Plan summaries are attached as the addendum Appendix B. The parties agree that the POS and POE plans shall be

eliminated as of June 30, 2017 and that the PPO plan will be eliminated for all employees effective June 30, 2020.

The Town shall provide insurance through the above plans for each employee and each employee's immediate family on a cost-sharing basis with the employee. The employee's premium portion and capped amount, if applicable, are as follows:

PPO Plan (Century Preferred):

- Upon ratification: 19% allocation employee cost share with \$4500 cap
- Effective July 1, 2017: 20% allocation employee cost share with \$4900 cap
- Effective July 1, 2018: 21% allocation employee cost share with \$5400 cap
- Effective July 1, 2019: 22% allocation employee cost share with \$5800 cap

The PPO will sunset on June 30, 2020 and will not be an option for employees and/or future retirees after said date.

Employees retiring any time prior to June 30, 2020 may elect to retire under either the PPO (Century Preferred plan) or the HSA/HRA plan as applicable to said employee. Employees may not switch plans after retiring, unless otherwise provided for in this Agreement.

Out-of-pocket expenses for employees in the PPO plan shall include the following:

- Office Visit: \$10.00
- Emergency Room: \$50.00
- Outpatient Surgery: \$100.00
- Admission: \$100.00
- Preventative Care \$0.00

Contributions by employees for medical insurance shall be deducted from the regular earnings of active employees on a pre-tax basis as, and to the extent, permitted by law.

Effective upon ratification, the Town will offer a HDHP HSA plan under the following terms. Employees will pay the following percentage of allocation or self-insured equivalent rates through pre-tax regular paycheck deductions, the following caps not to exceed the specified amounts and the Town's contribution regarding deductibles under the following terms.

1. Employee Cost Share:
 1. Effective July 1, 2017, employees shall contribute fourteen percent 14% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,000.

2. Effective July 1, 2018, employees shall contribute fifteen percent 15% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,200.
 3. Effective July 1, 2019, employees shall contribute sixteen percent 16% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,400.
 4. Effective July 1, 2020, employees shall contribute seventeen percent 17% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,600.
 5. Effective July 1, 2021, employees shall contribute eighteen percent 18% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,800.
2. Deductible Funding:
1. Effective July 1, 2017 the Town will contribute sixty-five percent (65%) of the deductible.
 2. Effective July 1, 2018 the Town will contribute sixty percent (60%) of the deductible.
 3. Effective July 1, 2019 the Town will contribute fifty percent (50%) of the deductible. This contribution from the town shall remain until a time that a new rate is negotiated.
 4. Effective July 1, 2020 the Town will contribute fifty percent (50%) of the deductible.
 5. Effective July 1, 2021 the Town will contribute fifty percent (50%) of the deductible.
3. HDHP Plan Design and Employer Deductible Funding (Century Preferred):
1. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)
 2. Coinsurance for in network services will be 100%. Coinsurance for Out-of-Network of 80%. Out of pocket reasonable and customary shall be the equivalent of 90% of R&C or 275% of Medicare Reimbursable Cost. Anthem's in-network

fee schedule shall not be used to determine out of network reimbursement payments.

3. Out-of Pocket Maximum of Single-coverage of \$2,000, Two-Person and Family coverage \$4,000 in network. For out of network coverage single coverage of \$4000, Two-Person & Family coverage of \$8000. (Deductible to be inclusive of in-network, out-of network, coinsurance and prescription expenses.).
4. The Town shall provide a PPO or HDHP HRA option for members ineligible to have a health savings account funded due to military service or other legal or IRS regulation exclusion. Such PPO or HDHP HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA.
5. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS.
6. The High Deductible Health Plan (called a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement.
7. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.
8. Employees who enroll in the HDHP HSA Plan must remain in the Plan for the entire fiscal year.
9. Deductible funding shall be a single deposit at the start of each plan year, but no later than 10 days after the start of plan year.

41.1a The Town reserves the right to change insurance carriers at any time, provided that the coverage is substantially equal to or better than currently in effect.

41.2 Blue Cross and Blue Shield Flexible Dental Program "A" with 100%, 80%, 50% co-insurance, \$25/\$75 deductible shared between categories II, III, \$1000 maximum per person per year applied to categories II and III only, for each employee, the employee's spouse and eligible children.

41.3 Century Preferred 3-Tier Program with an unlimited maximum annually with the following co-pays: \$5.00 co-pay for generic drugs; \$25.00 co-pay for listed brand and \$40.00 co-pay for non-listed brand prescriptions.

41.4 A rider covering dependent children up to age 26.

41.5 Except as provided for in this Agreement, all retirees who retire after August 15, 1996 shall be provided with the same plan as described in Sections 41.1 to 41.4 above.

41.6 As used herein, the term immediate family shall mean the spouse and eligible children of the employee. In the event of a service connected death of an employee, the Town shall continue the medical insurance stated herein for the surviving spouse and eligible children until said spouse dies or remarries, whichever occurs first. Contributions under this Article shall be deducted from the regular paychecks of active employees on a pre-tax basis as, and to the extent, permitted by law.

41.7 The Town shall provide copies of a summary plan document highlighting the health insurance described herein, with periodic updates for all employees.

41.8 The Town and the Union agree to reopen negotiations to address the impact, if applicable of the ACA excise tax.

ARTICLE 42 HEALTH INSURANCE RETIREES

42.1 The Town shall continue to provide benefits to retirees, surviving spouses, and eligible children in accordance with the following practices: Medical; Prescriptions; and Vision.

42.2 Retired employees and spouses under age sixty-five (65) and eligible children receive the PPO Plan or HDHP HSA Plan, whichever plan they were enrolled in at the time of retirement.

42.3 The Town and Union agree to continue coverage with regard to retired employees and their spouses over age sixty-five (65) who are eligible for Medicare. All retirees who are Medicare eligible shall enroll in a Medicare Supplemental Plan F with a PDP Rider offered by the Town. The retiree cost share will be five (5%) of the total cost of the Medicare Supplemental Plan F and PDP Rider. Spouse coverage will only be provided to the spouse of employee at the time of retirement. If an employee remarries after his/her retirement, the new spouse will not be eligible for health insurance benefits through the Town.

42.4 Retired employees hired after August 15, 1996 shall be provided the Blue Cross Blue Shield Flexible Dental program "A" with 100%, 80%, 50% co-insurance, \$25/\$75 deductible shared between categories II, III, \$1000 maximum per person per year applied to categories II and III only, for each employee the employees spouse and eligible children.

42.5 Covered members hired on and after January 1, 2000, shall pay the rate and cap in effect in the medical insurance program offered at the time of retirement up to the time the employee reaches age sixty-five (65) (or such age as established by law for Medicare eligibility).

Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate, cost share cap, and employer deductible funding locked in as of the date of retirement,

42.6 Whereas members hired on and before December 31, 1999, shall not be required to contribute for retiree medical insurance for themselves or eligible family members except as otherwise provided for by this Agreement. Employees who retire on or after July 1, 2020 shall not be eligible for the PPO in retirement. After ratification of this agreement the Town will offer a HDHP with a Health Reimbursement Account (HRA). A HDHP will have a deductible of two thousand/four thousand \$2,000/\$4,000 and the Town will contribute seventy-five 75% of the plan deductible to the HRA for each retiree each year they are enrolled in the HDHP. All other terms and conditions of the HDHP plan design and timing of the deductible funding from the Town will mirror the above HDHP.

All retirees covered by this Section 42.6 who are Medicare eligible shall enroll in, and contribute towards, a Medicare Supplemental Plan F plan as outlined in Section 42.3 above.

The Town will continue to pay all Medicare part B premiums. However, from time to time certain retired participants may cause the Medicare to charge additional premiums for Medicare Part B based upon earned income. Should the retired participant cause the Town to incur additional charges above the 2016 income limits paid for Medicare Part B premiums of \$378.00 monthly per participant and adjusted each year based upon Medicare charges, said retiree would pay any amounts above the annual adjusted income levels.

**ARTICLE 43
PENSION**

43.1 Members hired prior to June 30, 2006 shall be covered under the Guardian provisions of the Hamden Employees Retirement Plan for the term of this Agreement. All employees hired after July 1, 2006, except as outlined in Section 43.2, shall be covered under the State CMERS Pension Plan.

43.2 The parties will reopen pension negotiations for new hires if CMERS and/or the state legislature allow the Town to offer a defined contributed plan in lieu of CMERS participation.

**ARTICLE 44
NO STRIKE/NO LOCKOUT**

44.1 The Union agrees that it shall neither collectively, concertedly, nor individually, engage in or participate, directly or indirectly, in any strike, slowdown, or stoppage.

44.2 Two (2) or more employees who collectively or who concertedly violate these provisions may be subject to disciplinary action, including discharge.

44.3 The Town agrees that it shall not lockout the employees covered by this Agreement.

ARTICLE 45 GRIEVANCE PROCEDURE

45.1 In order to insure fair and equitable treatment of all members of the Department and provide for the expeditious resolution of employee grievances and/or complaints, there is hereby established a formal grievance procedure to permit discussion and resolution of complaints and grievances.

45.2 A grievance within the meaning of this Agreement shall be any difference or dispute or complaint between the Town and the employee or Union involving any one or more of the following subject matters, to wit:

- A. Discharge, suspension or other discipline.
- B. Interpretation or application of any provision of this Agreement
- C. Hours of work, wages, and working conditions.

45.3 All references to the term "employee" in this Article shall be construed as meaning the employee and/or the Union.

45.4 Any employee may use this grievance procedure with or without Union assistance.

45.5 Should any employee process a grievance through any one or more of the steps provided herein, prior to seeking Union aid, the Union may thereafter, at its discretion, process the grievance through the succeeding steps of the process.

45.6 No grievance resolution or settlement made as a result of an individually processed agreement shall contravene any of the provisions of this Agreement.

45.7 Grievance Steps:

Step 1: The aggrieved employee or Union shall have fifteen (15) working days from the occurrence of the alleged event or from when the employee or the Union knew or should have known, to submit a grievance in writing to the Chief of Police. The Chief shall meet with the grievant and/or the Union concerning the grievance within fifteen (15) calendar days from submission of the grievance, and shall render a decision in writing within fifteen (15)

calendar days of the meeting. If the Chief fails to schedule the meeting and/or render a decision within the above time periods, the grievance shall be considered as having been denied without recourse if Union fails to submit within the time period, and it may then be advanced to the next step. If the employee or Union fail to submit the grievance within the above time period, the grievance shall be considered without recourse.

Step 2: If the Chief's decision is not satisfactory to the employee, the grievance may be submitted by the grievant or the Union to the Mayor or Mayor's designee. The Mayor or Mayor's designee shall meet the grievant and/or the Union concerning the grievance within fifteen (15) calendar days from submission of the grievance, and shall render a decision in writing within fifteen (15) calendar days of the meeting. If the Mayor or designee fails to schedule the meeting and/or render a decision within the above time periods, the grievance shall be considered as having been denied, and it may then be advanced to the next step.

Step 3: If the grievance is not resolved to the satisfaction of the grievant under Step 2, the Union may, within fifteen days (15) after receipt of notice of the Step 2 grievance decision from the Town, submit said grievance to arbitration. Either party may request a tripartite panel from the SBMA or arbitration with the AAA. The party requesting AAA agrees to pay all AAA fees and arbitrator charges. If necessary, panel replacements or substitutes shall be mutually agreed to by the Town and Union. The grievance(s) arbitration shall be held by a panel member on an alternating basis. When agreed to by the Town and Union more than one grievance may be heard at a time. The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement but shall only have the power to interpret the specific terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the courts in accordance with provisions made and provided for appeals from arbitration proceedings under the Connecticut General Statutes. Failure to timely file with the State Board shall bar any action by the State Board.

45.8 If an employee is discharged, suspended, demoted or disciplined in any matter by the Police Commission under Article 46 of this Agreement, the employee or Union may submit the matter to arbitration within twenty (20) days after receipt of the decision of the Commission. The arbitration procedure shall be as outlined in Step 2 above.

45.9 A court stenographer may be present at any arbitration hearings at request of either party, and the expense thereof shall be borne by the requesting party.

45.10 Any time limits specified in this Article may be extended by the written mutual agreement of the Union and the Town.

45.11 The parties agree that all grievances may be processed in the name of the individual employee and/or the Union.

45.12 Nothing herein shall be construed so as to prevent an individual employee from

signing and processing a grievance in his/her own name and with representation of his/her own selection.

45.13 The Chief of Police and the Mayor or designee shall notify the employee and Union of decision on all grievances without regard to whether or not the Union is a party to the grievance.

45.14 The grievant(s) and one (1) local Union representative shall be paid for attendance at any and all formal or informal grievance meetings, including mediation and all formal or informal labor board hearings scheduled between the parties.

45.15 The arbitration fees and expenses shall be borne equally, by the parties thereto. At any grievance or arbitration hearing, a grievant(s) shall be entitled to representation of their choice.

45.16 The term “working days” shall be defined for purposes of the grievance procedure as the days and hours of operation of Town Hall.

**ARTICLE 46
DISCHARGE AND DISCIPLINE**

46.1 No employee shall be discharged, demoted or disciplined in any matter except for just cause.

46.2 In all cases involving a departmental complaint against an employee, said complaint shall be reduced to writing, specifying the charges preferred, and signed by the complainant, and a copy thereof given to the employee involved within sixty (60) calendar days of the alleged incident giving rise to the complaint if the incident is known or thirty (30) calendar days of the date the alleged incident should have been known.

In the case of a civilian complaint, the civilian shall make the complaint against said employee within sixty (60) calendar days of the alleged incident giving rise to the complaint. The civilian must sign said complaint. Upon receipt of a civilian complaint the department shall, in writing, immediately notify the accused employee of said complaint. The department shall then notify the accused employee within thirty (30) calendar days of any charge preferred, specifying the charges in writing and a copy thereof given to the employee.

If no such written complaint against said employee is signed and delivered to the employee within said prescribed time limit, no disciplinary action shall be taken against said employee.

46.3 (A) If any disciplinary action is to be taken as a result of said complaint, the Police Commission shall notify the employee allegedly involved, in writing, of the charges, and said Commission shall schedule a hearing no later than thirty (30) calendar days after said notification and not earlier than one (1) week after said notification of hearing. The Town shall have the burden of proving that the employee committed the infraction charged, as well as the specific rule, regulation law

or contract provision involved. The employee shall be entitled to present a defense and to be represented by Counsel of his/her choice at said hearing.

In the event that it is the decision of the Police Commission to discharge, demote or discipline said employee, the employee shall have the right to submit the matter to arbitration in accordance with the procedure for same set forth in Article 46, Section 46.8 through 46.15 of this Agreement. The effective date of any discharge, dismissal or demotion shall be immediate upon the Board's decision. However, if the disciplinary action of the Board is suspension of indefinite duration or if the same shall be for more than ten (10) working days, said decision shall be stayed pending a final decision by an arbitrator / arbitration panel.

(B) An officer may be put on administrative leave without pay pending a hearing before the Police Commission if the officer has been arrested for felony charges, or is unavailable for duty because of incarceration. If an officer is put on administrative leave without pay under this section, he shall have a hearing before the Police Commission within ten (10) working days of the date of the unpaid leave. The ten (10) day requirement can be waived by the mutual consent of the parties, provided that a hearing shall commence within sixty days (60) of the date of the unpaid leave. The accused officer or his representative only may request a continuance of the hearing beyond sixty (60) days from the date of unpaid leave. If a hearing under this section has been commenced within sixty (60) days of the date of unpaid leave, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61st) day.

46.4 In any matter submitted to the Police Commission for disciplinary action, no member shall be required to submit a self-incriminating report. If such report is submitted, it shall be received in evidence against him/her.

46.5 Whenever a civilian complaint is lodged against a member or a group of members of the Police Department, relating to his/her or their conduct, and such complaint results in a hearing, each member shall be entitled to be represented by an individual of his/her choice before the Police Commission at his/her expense.

46.6 A court stenographer shall be present and made available by the Police Commission for all hearings before it.

46.7 In the case of civilian complaints only, the Police Commission shall furnish the accused employee, at its expense, with a verbatim transcript of the proceedings before the Police Commission. In all other cases, if the employee wishes to receive a copy of the transcript of the proceedings, he/she must make payment arrangements directly with the court stenographer.

46.8 Employees may be required to attend such hearings when off duty, to testify as witnesses under subpoena. Employees required to attend complaint hearings, under subpoena, or at the order or request of the Chief of Police shall be paid by the Town a sum of money that is equal to the time spent at such hearings. Such compensation shall be at the rate of straight time.

46.9 The Chief may impose discipline on a member up to a maximum penalty of five days suspension, except that any such discipline by the Chief may be appealed by the member to the Board of Police Commissioners and such an appeal shall stay the imposition of such discipline until the Board renders its decision. The Chief shall not exercise the disciplinary power under this section until the Department Rules and Regulations referred to in Article 6.3 have been issued in accordance with this Agreement.

ARTICLE 47 SAVINGS CLAUSE

47.1 If any section of this Agreement shall be held invalid by a court of competent jurisdiction, such holdings shall not affect the remainder of this Agreement, nor the context in which the section or part of the section determined to be invalid may appear to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with a section or part of a section to which such holdings are directly applied.

ARTICLE 48 LIFE INSURANCE

48.1 The Town, at its expense, shall provide Group Term Life Insurance in the amount of \$50,000.00 with double indemnity for all employees covered by this Agreement.

48.2 The Town, at its expense, shall provide a Death Benefit in the amount of ten thousand dollars (\$10,000.00) for all employees who retired on or after July 1, 1988. Upon said retiree's attaining age 70 said insurance shall be reduced to four thousand dollars (\$4,000.00).

ARTICLE 49 PHYSICAL FITNESS INCENTIVE

49.1 Effective July 1, 1999, the one hundred and fifty dollars (\$150.00) Physical Fitness Incentive shall be added to the base wage in effect on June 30, 1999, prior to the calculation of the wages specified in Article 14.3(A) and reflected in Exhibit A.

49.2 Effective July 1, 1999, and every July 1st thereafter, said one-hundred and fifty (\$150.00) Physical Fitness Incentive shall be added to the base wage in effect on June 30, 1999, and each June 30th thereafter prior to the calculation for any general wage increase as specified in Article 14.3C and reflected in Exhibit A.

ARTICLE 50 BULLETIN BOARD

50.1 The Town shall provide at least one bulletin board in each of the police buildings for the use of the Union.

**ARTICLE 51
TOWN VEHICLES**

51.1 The Union agrees that the Town has the sole and exclusive right to assign Town vehicles for use by bargaining unit members outside the member's assigned work schedule.

51.2 The Union agrees that if police vehicles are assigned by the Town to members of the bargaining unit for use other than during assigned working hours, the Town vehicles shall be used only for transportation of the employee between his/her residence and place of employment.

**ARTICLE 52
K-9 SQUAD**

52.1 The Town of Hamden and the Union agree to the formation of a K-9 Squad with the following provisions:

- A. The Town shall maintain a minimum of three (3) dogs.
- B. The Town shall pay for food and the Town must provide, at its cost, veterinary services for each dog. The Town shall pay for all necessary equipment for the K-9 Squads, including home kennels. The Town shall provide insurance for both K-9s and the Handlers.
- C. The Town shall provide a specially-equipped vehicle for twenty-four (24) hour use for each K-9 Squad Handler.
- D. The Town shall pay for all training for both dogs and the Handlers.
- E. The Town shall pay any boarding fees if the Dog Handler goes on vacation or is on extended sick or injury leave.
- F. The Police Chief shall choose the Dog Handlers from a list of voluntary applicants.

52.2 Unless otherwise specified by the Chief of Police, the Dog Handlers shall be considered part of the Patrol Division for purposes of bid shift procedures, work schedules, overtime rotation, minimum manning and other applicable provisions of the Agreement.

52.3 There will be a separate K-9 bid sheet so that there is a minimum of one (1) K-9 officer per shift. In the event there are more than three (3) K-9 officers, the Chief of Police shall designate the

shift or shifts to be worked by more than one (1) K-9 officer.

52.4 The schedule shall consist of five (5) shifts of eight (8) hours each, with one-half (½) hour for lunch each shift and one-half (1/2) hour for dog care will be given as one-half (1/2) hour of compensatory time per scheduled work day for dog care. In the event that a K-9 officer is promoted to Sergeant, the Chief of Police shall determine whether he or she shall be permitted to continue to handle the dog in service, and if so, for how long. A K-9 Sergeant who is permitted to handle a dog in service shall not be included in the K-9 bid process.

52.5 The three (3) Dog Handlers will be paid one (1) hour at the overtime rate of pay for each of his/her normal days off. This one (1) hour of overtime is for home dog care.

52.6 Training. The Handlers' regular work shift and/or work day shall be adjusted as needed so that such training occurs during working hours and no additional compensation in wages is earned.

52.7 In the case of a dog's retirement and/or the elimination of the K-9 program, the Handler shall be given the opportunity to purchase the dog from the Town for one dollar (\$1.00). Upon such purchase, the Handler shall be responsible for all costs and any liability associated with the dog.

52.8 All other provisions of the contract shall be applicable.

ARTICLE 53 DURATION

54.1 This Agreement shall take effect on July 1, 2014 and shall remain in effect until June 30, 2022. Negotiations for a new Agreement shall commence not later than six (6) months prior to the expiration of this Agreement. Provided, however, that all the terms of this Agreement shall continue in effect until a new Agreement is executed and approved.

54.2 It is understood and agreed by and between the parties hereto, that this Agreement shall constitute the sole and entire Agreement between the parties in respect to rates of pay, hours of work and other conditions of employment. There are no side agreements. Further, that this Agreement cannot and shall not be changed or modified in any particular whatever by any employee or representative of either party, unless such change or modification shall first be specifically reduced to writing approved by the membership of the Union and signed by the officers of both parties authorized to do so.

54.3 All parties agree to full retroactivity based upon the effective date of July 1, 2014, as stated otherwise in the Agreement, and that all matters related to and affected by wages including but not limited to the EMT incentive, longevity, town worked overtime, town worked extra duty, holidays and all benefits as herein specified affected by this agreement, with the exception of health insurance and other exceptions as stipulated below, shall and will be paid to all employees on or before sixty (60) days from the signing and ratification of this agreement with the following additional stipulations:

Signed this _____ day of _____, 2017.

FOR THE TOWN OF HAMDEN

FOR UPSEU/COPS

Mayor

Personnel Director

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

STIPULATED AGREEMENTS

**EXHIBIT A
SALARY SCHEDULE**

	13-14 CURRENT	F.Y. 14-15	F.Y. 15-16	F.Y. 16-17	F.Y. 17-18	F.Y. 18-19	F.Y. 19-20	F.Y. 20-21	F.Y. 21-22
DEPUTY CHIEF	104,124.72	106,308.08	108,587.24	111,183.83	113,560.50	115,984.71	118,747.74	121,275.70	124,157.78

CAPTAIN	98,156.04	100,223.01	102,380.47	104,837.40	107,087.15	109,381.89	111,996.36	114,389.29	117,116.42
LIEUTENANT	90,219.98	92,132.19	94,127.84	96,399.09	98,480.07	100,602.67	103,019.61	105,233.00	107,754.12
SERGEANT	84,107.75	85,900.78	87,771.79	89,900.03	91,851.03	93,841.05	96,105.85	96,180.97	100,543.42
DETECTIVE	82,949.31	84,719.75	86,567.14	88,668.28	90,594.54	92,559.54	94,795.50	96,844.41	99,176.76
GRADE AIII	76,336.96	77,978.46	79,691.02	81,637.45	83,423.20	86,244.66	87,316.04	89,215.36	91,376.08
GRADE AII	73,037.12	74,614.27	76,259.56	78,128.77	79,844.34	81,594.23	83,583.48	85,408.15	87,483.20
GRADE AI	69,915.14	71,431.41	73,013.04	74,809.21	76,458.39	78,140.56	80,052.10	81,8005.14	83,800.15
GRADE B	57,578.15	58,853.85	60,183.93	61,691.44	63,078.27	64,492.83	66,097.30	67,572.24	69,245.99

EXHIBIT B
HEALTH INSURANCE PLAN COST SUMMARY
(See Articles 41 and 42 for Specific Details)

EXHIBIT C
SERGEANT SQUAD

EXHIBIT D
SICK LEAVE BUY BACK

All parties hereto agree that the previously negotiated Sick Time Buy-Back Incentive has ended upon the signing and ratification of this agreement. However, if employees who were eligible to take advantage of the Sick Time Buy Back incentive, outlined in the contract extension between the Hamden Police Department Union and the Town of Hamden effective July 12, 2011, did so, the Town agrees to honor said buy back incentive that allowed bargaining unit members to elect to purchase up to three years of pension credit(s) under the following stipulated terms and conditions:

- a. Members that elected to purchase one (1) year of pension credit shall forfeit forty-five (45) days of accrued sick leave and shall agree to a maximum sick leave cash-out at the time of retirement of eighty (80) days of accrued sick leave.
- b. Members that elected to purchase two (2) years of pension credit shall forfeit ninety (90) days of accrued sick leave and shall agree to a maximum sick leave cash-out at the time of retirement of seventy (70) days of accrued sick leave.
- c. Members that elected to purchase three (3) years of pension credit shall forfeit one-hundred forty (140) days of accrued sick leave and shall agree to a maximum sick leave cash-out at the time of retirement of seventy (60) days of accrued sick leave.
- d. Members may elect to exercise the above-captioned option(s) until ratification of this Collective Bargaining Agreement. Subsequently all parties agree that after ratification of this agreement, the election to make a purchase using the Sick Time Buy Back incentive as outlined has expired however members who previously took advantage of the incentive may use their purchase at the time of retirement.
- e. Exercise of the above-captioned option(s) shall not be contingent upon actual retirement.
- f. Exercise of the above captioned option(s) may have been done incrementally, in no less than one (1) year increments, until such signing and ratification of this Collective Bargaining Agreement.
- g. Those members that exercised the above captioned option(s) shall be permitted to accumulate sick leave up to a maximum of two-hundred twenty (220) days.
- h. The benefit obtained by those members that exercised the above captioned option(s) shall apply to pension rights only, not seniority rights.
- i. Those members that exercised the above mentioned option(s) shall remain eligible for the sick-leave bank.
- j. Those members exercising the above-captioned option(s) shall have signaled his/her intent to do

so via a formal request to the Personnel Director, a copy of which shall be submitted to the Chief of Police.

**EXHIBIT E
TOWN OF HAMDEN
POLICE DEPARTMENT SUBSTANCE ABUSE POLICY**

I. PURPOSE

The purpose of this Exhibit D is to establish the terms and conditions of the Town of Hamden (Town) Police Department’s Substance Abuse Policy

II. POLICY

The Town and the Union recognize that drug and alcohol abuse by employees is a threat to the public welfare and to the safety of Department personnel. It is the goal of this policy to ensure that employees do not engage in illegal or unauthorized drug or alcohol use through education and to rehabilitate affected personnel. The possession or use of alcohol or illegal or unauthorized drugs by on duty personnel is strictly prohibited. The Town shall instruct all Department employees on the impact of drugs or alcohol on job performance.

All current employees and supervisors shall be fully informed of the Substance Abuse Policy prior to implementation. All employees and supervisors hired after the effective date of this Policy shall be fully informed prior to their first duty shift.

III. DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site: The current collection site is Yale Occupational Health. The Town may change the collection site to an in-Town facility upon thirty (30) days advance notice to the Union.

Hamden Police Department Motor Vehicle: Town owned, leased, or rented motor vehicle or combination of motor vehicles used to transport Town employees, passengers or property.

Confirmation Test: In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.

Covered Employee: All members of the Hamden Police Department, excluding the Police Chief and Deputy Police Chief (unrepresented).

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer’s drug and alcohol testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee’s test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that he/she has seventy-two (72) hours to request a test of the split specimen.

Prescribed Drug: Any drug prescribed for an individual by a licensed practitioner, including over the counter medication.

Reasonable Objective Suspicion: Reasonable objective suspicion of drug and/or alcohol use will be based on specific, contemporaneous, objective articulable observations concerning appearance, behavior, speech or body odors, or any reasonable inferences that may be drawn from these observations.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes but is not limited to the refusal to sign consent forms; the failure to provide adequate urine for controlled substance testing; the refusal to take a required test; the failure to make oneself available to a test as required by this policy.

Safety Related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of Hamden Police Department vehicles including but not limited to the following:

- 1) all times at a Hamden Police Department facility or other Hamden Police Department locations;
- 2) all times that a Hamden Police Department employee is on duty.

SAMHSA: Substance Abuse Mental Health Services Administration.

Screening Test: In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis. The initial screening will be the EMIT (Enzyme Multiplied Immunoassay Technique).

Supervisor: Personnel assigned to a position having day-to-day responsibility for supervising subordinates, including the Police Chief and Deputy Police Chief (unrepresented). Supervisors may include supervisory employees in the bargaining unit and staff employees who hold rank above the rank of Police Officer.

IV. PROHIBITED CONDUCT

- 1) The illegal use of controlled substances at any time is prohibited.
- 2) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive a vehicle or perform the employee’s duties. The use of legally prescribed drugs, that may impair the employee’s work performance or may affect workplace safety and said impairment is made known to the employee, shall be reported to the immediate supervisor before the performance of any safety sensitive function.
- 3) Refusal to submit to a drug or alcohol test is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
 - An adequate and complete sampling
 - Assistance in completing the required documentation for chain of custody
 - Marking and sealing the specimen

The refusal by an employee to submit to a drug and/or alcohol screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

V. METHODS OF TESTING

1) Reasonable Suspicion Testing:

A. Supervisory personnel may request that an employee submit to drug or alcohol testing when a supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol. “Reasonable suspicion” is defined as a belief based on objective facts and observations sufficient to lead a reasonably prudent supervisor to suspect that an employee is using illegal drugs, abusing prescribed medication, or is reporting for duty or on duty under the influence of drugs or alcohol. When a reasonable suspicion is determined indicating that an employee is using drugs or alcohol, that employee will be tested pursuant to procedures set forth in this policy.

B. Prior to the implementation of reasonable suspicion testing the Town shall provide training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of employees’ actions which would lead to reasonable suspicion for directing an employee to be tested under this policy.

C. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- Direct observation of drug and/or alcohol use;
- The employee’s body shows evidence of drug use (e.g. track marks);

- The employee is found to be in possession of drugs while on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- Information which is provided by a reliable and credible source;
- The presence of symptoms of drug and/or alcohol use (e.g. glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.);

An anonymous source will not be the sole basis for testing.

D. Any observations for reasonable suspicion testing must be reported immediately to a supervisor who is trained in the detection of controlled substance use. The supervisor will determine whether or not a reasonable suspicion exists. The supervisor will ask a second supervisor to observe the employee to confirm reasonable suspicion. If the two supervisors disagree regarding reasonable suspicion, the Police Chief and/or his/her designee will speak with each supervisor before make a decision to order testing.

E. Any employee who has a reasonable suspicion that his/her immediate supervisor may be under the influence of a controlled substance shall report such suspicion to the next supervisor in the chain of command.

1. Any employee or supervisor initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee. Supervisors may use the reasonable suspicion form attached to this policy.

2. This document shall be made available to the employee or his/her designee upon completion by the supervisor. Under no circumstances shall this report be made available any later than 24 hours after instructing the employee to submit to reasonable suspicion testing.

F. The supervisor shall report the basis for his/her reasonable suspicion to the Police Chief or his/her designee. The Police Chief or his/her designee shall decide whether to direct the employee to testing.

1. The Police Chief or his/her designee shall attempt to inquire of the employee under reasonable suspicion as to any potential mitigating circumstances. The employee is not required to offer such and, unless the Police Chief or his/her designee shall so decide, such inquiry shall not stop the testing process.

2. A written directive ordering the employee to report for testing immediately, if possible, but in any event within twenty-four (24) hours, shall be issued by the Police Chief or his/her designee.

G. The Police Chief or the Police Chief's designee shall (1) instruct the employee to submit to reasonable suspicion urinalysis drug testing or alcohol testing by breathalyzer or intoxilyzer as the

case may be, (2) provide a verbal explanation of the basis for the reasonable suspicion, and (3) be responsible for the employee's transportation to the testing site.

H. Any supervisor encountering an employee who refuses to submit to a test upon request or order shall inform the employee of the requirements and consequences of a violation of this policy and/or a direct order. If said employee continues to refuse to submit to such testing the employee shall be sent home and suspended without pay pending disciplinary action.

I. Supervisory personnel are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by an employee under their direct supervision shall be subject to disciplinary action.

J. The collection, testing, reporting and discipline for violations of this section shall be the same as those for an employee tested under the random testing method of this policy.

K. Reasonable suspicion can form the basis for post-accident testing as provided under this policy.

2) Random Drug Testing:

A. Random drug and alcohol testing will be conducted for all employees performing safety-sensitive functions at least at the rate established by federal law (currently 50% for drugs and 10% for alcohol). These minimum rates are subject to change. Any change in the rate of random testing shall be shared with the Union prior to being implemented. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when the random tests will be conducted, and all employees will have an equal chance of being selected for testing from the random pool each time random tests are conducted. The length and frequency of each testing cycle will be determined by the Town and will remain confidential. Employees shall remain in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once during the year.

B. Random tests will be conducted when an employee is on duty. Each employee who is notified of selections for random drug testing shall report to the test site immediately, upon notice to the commanding officer. Any request for leave or time off shall not be granted once the employee has been selected to submit to random testing as stated above, until such time as the requisite test has been completed. An employee who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

3) Return to Duty Testing:

Before an employee who has violated this policy concerning controlled substances returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty controlled substance test with a result indicating a verified negative result for controlled substance use.

4) Follow-up Testing:

Employees who have been found to be in violation of this policy, who subsequently seek assistance through EAP shall be evaluated by a substance abuse professional. Following a determination by a substance abuse professional that an employee is in need of assistance associated with use of controlled substance, the employee will be subject to unannounced follow-up controlled substance testing. The substance abuse professional shall determine the amount of follow up testing required. However, a minimum of six (6) follow up tests will be performed within a twelve month period following the employee's return to a safety sensitive function.

In addition, any employee found to have violated this policy, who is not terminated, will also be subject to follow-up testing requirement.

VI. TESTING PROCEDURES

1. Drug Testing

A. Drug testing will be performed by providing a urine sample (minimum of 45 ml.) at the collection site.

B. If an employee is unable to provide an adequate sample, the employee must remain at the collection site for a period of three hours. The employee will be required to consume a minimum of 40 fl. oz. of water during this period. If the employee is still unable to provide an adequate sample, the employee will be referred to a mutually agreed upon physician, to assess the employee's inability to provide an adequate sample. Failure to submit a sample shall be considered a refusal to submit to a drug test, and the employee shall be subject to discipline.

C. Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by SAMHSA, and that have these procedures in place will be used.

D. All personnel subject to testing shall present proper identification upon appearing at the laboratory.

E. Once the urine specimen is collected, it will be forwarded to a SAMHSA certified laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall consist of the EMIT (Enzyme Multiplied Immunoassay Technique). If this test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatolology/Mass Spectrometry (GC/MS) technique. A MRO will review and interpret positive test results.

F. The testing facility will be continuously bound to make provisions to properly preserve, store and secure a split urine sample of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the laboratory of his/her discretion, provided such laboratory is SAMHSA certified. Any employee requesting testing of the split sample, must make the request to the MRO within 72 hours. The laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab on the urine sample provided by the employee. There are no cut off levels for testing of the split sample.

The Town will provide to the employee prior to testing an information package concerning the testing process which will include a notice to the employee of his/her right to request testing of the split sample.

G. Only confirmed positive results are reported positive. The Police Chief and the Personnel Director shall be notified immediately following a positive test result.

H. The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain of custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain of custody procedure must be stringent and confidential in all phases of the process:

- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

I. The Town shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the cut off levels that will indicate a positive on a screening test

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
Morphine		2000
Codeine		2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

These cut off levels will automatically be adjusted to reflect changes in federal and state law. Any adjustments shall be shared with the Union prior to being implemented.

2. Alcohol Testing

A. Employees who perform safety-sensitive functions must not consume alcohol: 1) while performing a safety-sensitive function; 2) within four hours prior to performing a safety-sensitive function (this means that employees cannot consume alcohol during the lunch period or other meal breaks without being in violation of this policy); 3) for up to eight (8) hours following an accident where a life was lost or where the safety-sensitive employee was cited for a moving traffic violation, or until the employee undergoes a post-accident test, whichever occurs first; 4) while on duty or operating a commercial motor vehicle.

B. Testing for alcohol will be performed by breathalyzer and/or intoxilyzer. A test of .04 and over is a positive test. If positive, there shall be a reconfirming test after fifteen (15) minutes. Furthermore, any time an employee is required to provide a urine sample for testing under this policy, a breath test for the detection of alcohol may be administered under the Town's own authority.

VII. CONSEQUENCES OF A POSITIVE CONTROLLED SUBSTANCE TEST

1. Any employee who has tested positive for the use of controlled substances in violation of this policy will immediately be removed from his/her position or may be suspended without pay pending the results of a disciplinary hearing.

2. In the case of a new probationary employee (as defined by the collective bargaining agreement), involved in the performance of any safety sensitive or safety-related function, a confirmed use of controlled substances in violation of this policy shall result in his/her termination.

3. An employee who has tested positive for the use of drugs in violation of this policy and who has not been terminated will be subject to a 10 day unpaid suspension for his/her first violation and a 30 day unpaid suspension for his/her second violation. If the employee tests positive a third time for the use of drugs in violation of this policy, he/she will be terminated immediately.

4. An employee who has tested positive for alcohol use in violation of this policy and who has not been terminated will be subject to a 5 day unpaid suspension for his first violation and a 10 day suspension for his/her second violation. If the employee tests positive a third time for alcohol use in violation of this policy, he/she will be terminated immediately.

5. The refusal by a member of the Department to submit to a drug or alcohol test pursuant to these provisions will result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

6. Any alteration, switching, substituting or tampering with a sample or test given by an employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from Town employment, for all parties involved.

VIII. CONSEQUENCES OF VOLUNTARY DISCLOSURES

The Town believes that successful rehabilitation depends on an employee’s willingness to rehabilitate himself/herself and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. On a one time only basis, any employee who voluntarily seeks assistance will not be disciplined for the use of controlled substances and will be afforded an opportunity to utilize sick time to achieve his goal of rehabilitation. Each employee is entitled to only one voluntary disclosure.

An employee who voluntarily discloses his drug and/or alcohol problem will be subject to the same return-to-duty requirements as an employee who tests positive, including return-to-duty and follow-up testing; however, this employee will not be subject to immediate termination for failure of such return-to-duty or follow-up test unless it is his/ her third disciplinary offense.

A disclosure will be considered voluntary only if made:

- 1) Prior to any accident or incident that could lead to a drug and/or alcohol test.
- 2) Prior to the employee being ordered for a drug and/or test.
- 3) Prior to any employee becoming aware of an impending test.

The EAP is available to all Town employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Town at no charge. Any required treatment that is not covered by the Town’s EAP program or insurance shall be borne by the employee and/or processed through his/her group health insurance. EAP enrollment and counseling is confidential.

Note: The enrollment in an EAP program is not voluntary disclosure. The employee must notify his supervisor in writing to be considered to have voluntarily disclosed. All voluntary disclosures will be confidential.

IX. CONFIDENTIALITY

The Town of Hamden, its agents, contractors and employees will assure HIPAA guarantees of confidentiality of all employees required to submit to urinalysis drug testing. No information will be furnished nor shall participation in any rehabilitation program be revealed to anyone other than those authorized under this policy or by the employee or by lawful court order. No records of test results, referrals or any procedures relating to urinalysis drug testing will be stored in any employee’s personnel file, except when such records become part of a disciplinary action.

The Office of the Police Chief shall be the repository for all records concerning the process of testing, reporting and documenting drug results. All confirmed positive test results are confidential and shall be placed in the employee’s medical file.

X. REVIEW AND EVALUATION

A committee consisting of three (3) representatives designated by the Police Chief and three (3) representatives designated by the Union shall meet once every calendar year in the month of January to review and evaluate the forgoing policy.

This committee shall have the authority to make recommendations to alter this policy. However, any alteration proposed by the committee must be mutually agreed to in writing by the Town and the Union.

XI. EDUCATION AND TRAINING

1. Training for Employees

A. The Town will provide employees with drug and alcohol awareness and reasonable suspicion training. The purpose of this training is to provide employees with the knowledge to recognize the symptoms of drug and alcohol use and/or abuse, and to familiarize them with the procedures and roles of the persons involved in this policy.

B. The Town will display and distribute to employees educational materials explaining its policies and procedures. Employees will be provided at least sixty (60) minutes of training on the effects and indications of alcohol and drug use.

C. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

2. Training for Supervisors

A. Prior to the implementation of this policy, the Town shall be responsible for providing training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of employees' actions which would lead to reasonable suspicion for directing an employee to be tested under this policy.

B. Supervisors responsible for determining when to administer reasonable suspicion tests will receive at least two (2) hours of drug and alcohol awareness training.

C. This category shall be interpreted as including union officers of the local involved in this policy.

XII. COMPENSATION OF EMPLOYEE

Each employee shall be compensated at his regular hourly rate for all time spent undergoing testing pursuant to this policy, while on duty. An employee subject to return to duty or follow up testing shall also be compensated at his regular hourly rate, except if such testing is done while off duty.

XIII. SEPARABILITY

If any clause or provision of this policy including any appendix or addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of the policy, appendix and addition thereto shall remain in full force and effect.

XIV. NOTIFICATION OF CONVICTIONS

Pursuant to the requirements of the Drug-Free Workplace Act, employees must notify Town within five (5) days of any criminal drug statute conviction for a violation occurring in the workplace.

XV. ACKNOWLEDGMENT

By my signature, I (print name) _____ hereby acknowledge that I have received a copy of the Town of Hamden's policy on drug use and alcohol abuse. I also understand the prohibitions and consequences of policy violation. I understand that the Town of Hamden requires applicants and employees covered under this policy to undergo alcohol and drug testing as a condition of employment and the consequences of failing an alcohol and drug test or refusing to be tested. I further agree to cooperate and abide by the requirements and conditions of the Town of Hamden's policy.

EMPLOYEE SIGNATURE

DATE

OF HAMDEN REPRESENTATIVE

DATE

TOWN

TO BE KEPT ON FILE AFTER EMPLOYEE HAS RECEIVED A COPY OF POLICY AND SIGNED ACKNOWLEDGMENT. THIS MUST BE SIGNED BEFORE TESTING BEGINS.

Reasonable Suspicion Form

OBSERVED BEHAVIOR- REASONABLE SUSPICION RECORD

Employee: Name: _____ SS# _____

Observation: Date: _____ Time: (from) _____ am/pm (to) _____ am/pm

Location: _____
 (Street) (City) (State) (Zip)

Cause for Suspicion

1. Presence of Drugs and/or Drug Paraphernalia (specify): _____

2. Appearance: Normal Flushed Puncture Marks
 Disheveled Bloodshot Eyes Inappropriate wearing of sunglasses
 Dilated/ Constricted Profuse Sweating Tremors
 Dry-mouth Symptoms Runny Nose/Sores
 Other _____

3. Behavior:

Speech: Normal Incoherent Slurred Silent
 Confused Slowed Whispering
 Other _____

Awareness: Normal Incoherent Slurred Silent
 Confused Slowed Whispering
 Other _____

4. Motor Skills

Balance: Normal Swaying Falling Staggering
 Other _____

Walking & Turning: Normal Swaying Arms Raised for Balance
 Stumbling Falling Reaching for Support
 Other _____

5. Other Observed Actions or Behavior (specify): _____

Witnesses By:

 (Signature) (Title) (Date) (Time) _____ am/pm

 (Signature) (Title) (Date) _____ am/pm

