

**AGREEMENT**

**between**

**TOWN OF MONROE**

**And**

**MONROE POLICE UNION  
COUNCIL #4, AFSCME**

**Through June 30, 2019**

## **AGREEMENT**

This AGREEMENT, by and between respectively, the TOWN OF MONROE, hereinafter referred to as the “TOWN”, and the Monroe Police Union, Council #4, AFL-CIO, hereinafter referred to as the “UNION”.

### **ARTICLE I – RECOGNITION**

**Section 1.01.** The Town hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time police personnel within the Monroe Police Department, except officers holding the rank of Captain or Chief, with respect to wages, hours and working conditions.

### **ARTICLE II – MANAGEMENT RIGHTS**

**Section 2.01.** Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights shall include but shall not be limited to the right to evaluate its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the determination of the qualifications of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

### **ARTICLE III – POLICE MANUAL**

**Section 3.01.** Rules and Regulations of the Monroe Police Department shall not conflict with the specific provisions of this contract. In the event there is such a conflict, the terms of this Agreement shall take precedence.

### **ARTICLE IV – PROBATIONARY PERIOD AND SENIORITY**

**Section 4.01.** To enable the Town to exercise sound discretion in filling positions within the Police Department, no appointment to the classification of police officer shall be deemed final until the expiration of a twelve (12) month probationary work time period, following graduation from the Connecticut Police Academy, completion of a Field Training Program, and issuance of Police Officer Certification by the Police Officer Standards and Training Council. During the probationary period of any such employee, the Town may terminate the employment of such employee at its discretion and the

employee shall have no recourse to the grievance procedure or arbitration pursuant to this Agreement.

**Section 4.02.** Employees promoted to the position of sergeant or lieutenant shall serve a probationary work time period of twelve (12) months. During said probationary period, the Town may reduce for articulated reason(s) the employee to his former rank.

**Section 4.03. – Seniority – Definitions.**

- a. Department seniority shall mean length of continuous service as a sworn regular officer from the date the employee first reported for work. Whenever more than one employee begins work on the same day, department seniority shall be determined by order of birth.
- b. Rank seniority shall mean length of continuous service as a sergeant or a lieutenant from the date the employee began work as a sergeant or a lieutenant. Whenever more than one employee begins work as a sergeant or a lieutenant on the same day, rank seniority shall be determined by each employee's department seniority.
- c. It is understood that the definitions set forth in this section do not affect current departmental practices where seniority is or may be a factor.

**Section 4.04.** Seniority shall accrue without a break during any authorized leave of absence of twelve (12) months or less.

**Section 4.05.** Seniority shall not accrue but shall be bridged in the case of any authorized leave of absence of more than twelve (12) months.

**Section 4.06.** Seniority shall be terminated by resignation, retirement, discharge, failure to return from an authorized leave of absence, absence without approved notice for a period of three (3) or more days, or any other termination of the employee.

**Section 4.07. Layoff and Recall**

(a) **Layoff.** In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:

1. Probationary police officers;
2. Regular police officers.

The order of layoff shall be by department seniority, except in the case of a layoff within rank above patrol, which shall be by rank seniority.



- (b) Bumping. Laid off lieutenants may exercise their department seniority to bump the least senior sergeant provided the lieutenant has previously served as a sergeant. A laid off lieutenant who has not previously served as a sergeant and any laid off sergeant may exercise their departmental seniority to bump the least senior patrol officer.
- (c) Recall. Laid off employees shall retain rights for a period of twelve (12) months or for the length of seniority, whichever is less. Seniority shall continue to accrue during the period in which an employee has a right to recall. Recall shall be in inverse order of layoff. Notice of recall shall be sent certified, return receipt requested, to the employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An employee who fails to respond to the notice of recall or who refuses recall shall lose his recall rights.

## **ARTICLE V – INSURANCE AND PENSION**

### **Article 5.01. Health Insurance.**

a. Medical Insurance

1. Effective November 1, 2009 the Medical Insurance benefits plan provided for under Art 5.01 (a) of the collective bargaining agreement shall be replaced by the Anthem Public Sector Health Reimbursement Account (HRA).

2. Effective July 1, 2010 the said HRA plan shall convert to an Anthem High Deductible Health Savings Account (HD – HSA) plan which shall afford employees the same benefits as the HRA plan except as is otherwise necessary to qualify the plan under the Internal Revenue Code, including 26 U.S.C. § 223 (a).

3. The HD-HSA shall have an individual deductible of the higher \$2,000 for a single plan and \$4,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC). In the event, as a requirement of IRC compliance, the deductible is increased above the \$2,000 and \$4,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 75% of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in Town contribution resulting from IRC requirements effective other than on July 1, shall be pro-rated for remaining period of the July to June plan year. As an example, if the IRC requires a minimum single deductible of \$2,750 and a couple or family of \$4,750 effective January 1, the Town's annualized contribution will increase to \$2,062.50 for a single plan and to \$3,562.50 for a couple or family plan effective that January 1.

4. The Town shall contribute to the employee's HSA account biannually in the first pay period in November and the first pay period in

Employees and their eligible dependants shall be eligible for coverage and able to enroll in the Town's High Deductible Health Plan (HSA) offered during open enrollment, medical and prescription drug claims will accumulate towards the deductible. Preventive services will be covered at 100%. The Town shall pay a portion of the insurance premium for employee coverage options listed herein and the employee shall pay the remainder by payroll deduction as follows:

Effective July 1, 2016:	\$183.00 per payroll period
-------------------------	-----------------------------

The Town shall pay the remainder of the medical insurance premium. The Town shall pay its portion of the HSA deductible (75%) on the first payroll date in November and the first payroll date in May.

Notwithstanding the aforementioned language, effective November 1, 2016 the Town shall provide medical benefits to employees in accordance with the State of Connecticut 2.0 Partnership Plan ("Partnership Plan"). The Union covenants and agrees that the Town has the sole discretion to end its contract with the State of Connecticut regarding the Partnership Plan. Any bargaining unit employee who is penalized by the State of Connecticut for failure to comply with the wellness requirements of the Partnership Plan shall have all such penalties deducted from their payroll to reimburse the Town. All appropriate payroll deduction paperwork shall be signed by each bargaining unit employee prior to the Town's execution of its contract with the State of Connecticut regarding the Partnership Plan. The Town and Union hereby covenant and agree that in the event the Town withdraws from the Partnership 2.0 Plan, the Town shall offer a medical plan that is substantially comparable to the medical plan which existed for employees in September of 2016. Finally, the Town and the Union covenant and agree that bargaining unit employees at retirement shall have the right to purchase dependent coverage under the Partnership 2.0 Plan at their sole expense. This dependent purchasing option shall only exist with respect to the Partnership 2.0 Plan.

- The Town will also offer the following plan option:



Covered Services	HDHP 3000 / 6000
Annual Deductible	\$3,000 / \$6,000
Coinsurance	20%
Out-of-Pocket Maximum	\$6,000 / \$12,000
Preventive Care	\$0
PCP Office Visit	Deductible / Coinsurance
Specialist Office Visit	Deductible / Coinsurance
Urgent Care	Deductible / Coinsurance
Emergency Room	Deductible / Coinsurance
Outpatient Surgery	Deductible / Coinsurance
Inpatient Hospital	Deductible / Coinsurance
Lab & X-Ray (non-advanced)	Deductible / Coinsurance
Lab & X-Ray (advanced)	Deductible / Coinsurance
Prescription Drugs	
Retail (Tier 1/Tier 2/Tier 3)	Deductible / Coinsurance
MOD (Tier 1/Tier 2/Tier 3)	Deductible / Coinsurance

b. Dental Insurance.

Employees shall be eligible for coverage by a Comprehensive Group Dental Insurance Plan which shall be equivalent to the Guardian Group Insurance Plan with applicable co-payments and with annual deductibles of \$100 per individual and \$300 per family and with an individual calendar year maximum of \$1,500.00. The Town shall pay the insurance premium for employee coverage and for dependent coverage.

c. I.R.C. Section 125 Plan.

The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the continued viability of such a Salary Reduction

Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agents other than in furtherance of the I.R.C. Section 125 Plan.

**Section 5.02.** The amount of life insurance shall be \$20,000, and the Town shall continue to pay for the premium.

**Section 5.03.** The Town maintains insurance covering employees for claims of false arrest, including court costs and attorney's fees, at no cost to the employees.

**Section 5.04.** Employees shall be given an option one time each year to decline medical coverage described in Section 5.01 of this Article. Employees who elect such option shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. The Town shall pay employees who elect such option \$610.00 in the pay period after the date pre-existing medical coverage ceases or medical coverage would have commenced and \$610.00 six months later, provided however, that in the event five (5) or more employees elect such option in the same year than each employee so electing shall receive \$1,220.00 in the pay period after the pre-existing medical coverage ceases or medical coverage would have commenced and \$1,220.00 six (6) months later. In the event an employee who has received said payments in lieu of medical coverage severs employment with the Town for any reason, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any sums owed to the employee.

**Section 5.05.** The Union recognizes that the Town has the right to change insurance carriers provided that the insured benefits are equivalent to the benefits provided by the former carrier. "Equivalent" means that, if the change in carrier results in any modification to the benefit plan, the overall plan will provide benefits that are at least equal in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of equivalence is met. Sixty (60) days prior to the implementation of any change in carrier, the Town shall submit to the Union the new coverage so that the Town and the Union can ascertain that the test of equivalence is met. If there is disagreement over whether the test of equivalence is met, the Town may implement the change and the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The



arbitrator's decision shall be final and binding. Cost of the arbitration shall be born equally by both parties.

**Section 5.06** Retirees and their spouses shall be given the opportunity to continue to participate in the health insurance described in this Article at the town group rate to age sixty five (65) or the age of Medicare eligibility and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time only and must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewed. If the Town insurance carrier does not allow retirees and/or spouses to participate at the Town group rates, the Town shall not be required to provide any insurance coverage to the retiree and/or spouse. In addition, the Town and the Union covenant and agree that bargaining unit employees at retirement shall have the right to purchase dependent coverage under the Partnership 2.0 Plan at their sole expense. This dependent purchasing option shall only exist with respect to the Partnership 2.0 Plan and shall last to age 65 or to the age of Medicare eligibility.

**Section 5.07.** Employees shall be covered by the MERF Fund B Pension Plan.

**Section 5.08.** If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Town reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

## **ARTICLE VI – INCOME PROTECTION PLAN**

### **Section 6.01. Non-Job-Related Disability Benefits**

- a. Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or sickness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous employment with the Town and must be a full-time employee and must present medical documentation substantiating the total disability.
- b. Short Term Disability.
  1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than five (5) consecutive work days.



2. Weekly benefits will be paid in the amount of one hundred percent (100%) of normal weekly straight time earnings for a maximum duration of six (6) weeks total in a given calendar year.
  3. After the first six (6) weeks of absence total in a given calendar year and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of seventy-five percent (75%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.
- c. Long Term Disability. Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit which shall be equal to sixty-six and two-thirds percent (66-2/3%) of their normal monthly straight time earnings at the time of their disablement to a maximum of \$5,000 per month less any payments for which they are eligible from Social Security and any other insurance and pension plan to which the Town has contributed. Employees shall be eligible for long term disability benefits for the length of their total disablement up to the date the employee qualifies for a normal or disability retirement under MERF B.
- d. Perfect Attendance. Any officer who completes a fiscal year without using any sick time shall receive eight (8) hours of compensatory time which shall be used in the following fiscal year.

**Section 6.02. Job Related Sick Leave.** Employees who are absent from work as a result of a job-related injury or illness and who are eligible for and receiving payments under the Workers' Compensation Act shall receive payments for the difference between the Workers' Compensation benefit and their net straight-time pay for a period not to exceed six (6) months.

**Section 6.03 Documentation of Absences.** Police Department management shall require a physician assistant, nurse practitioner, or a physician's statement before authorized paid sick days whenever an employee is absent for 4 or more days or when the employee has established a pattern of excessive absenteeism.

**Section 6.04. Termination of Employment Due to Inability to Work**

- A. The procedures of this Section shall be implemented when an employee has been absent due to long term disability (both job-related and non-job-related) for a period of twenty six weeks from the date of disability.
- B. Upon notification from the Town to the employee pursuant to "A" above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen

(18) months of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his position or of any other available position offered by the Town or, if in the opinion of a physician selected by the Town, the employee is found to be unable to perform said duties, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.

- C. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose, the employee shall select a physician from a list of six physician providers (with the appropriate medical specialty) selected by the Town. The third medical opinion shall prevail.
- D. In the event the employee does not report for required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.
- E. In the event the employee returns to work within the above-referenced eighteen (18) months, he shall suffer no loss in continuous service or seniority rights.

#### **ARTICLE VII – VACATIONS**

**Article 7.01.** The amount of paid vacation time due an employee shall be based on the amount of continuous service an employee has as of the anniversary day of his date of hire.

#### **Article 7.02.**

- a. Employees who have completed from one (1) year through four (4) years of service shall be entitled to a vacation with pay for two (2) weeks annually.
- b. Employees who have completed from five (5) years of service through nine (9) years of service shall be entitled to a vacation with pay for three (3) weeks annually.
- c. Employees who have completed from ten (10) years of service through nineteen (19) years of service shall be entitled to a vacation with pay for four (4) weeks annually.



- d. Employees who have completed twenty (20) years of service shall be entitled to one (1) additional day of vacation with pay for each year of service completed thereafter with a maximum of vacation with pay for five (5) weeks annually.

**Section 7.03.** For the purposes of calculating vacations under the 5-2, 5-3 work schedule, one (1) week's vacation shall mean five (5) working days.

**Section 7.04.** Vacations may be split into as many work periods as an employee may be entitled to; that is to say, if an employee is entitled to two (2) weeks' vacation, he may split his vacation to fall into two (2) work periods. If an employee is entitled to three (3) weeks' vacation, he may split his vacation into three (3) work periods. Notwithstanding the foregoing, an employee who is eligible for two (2) weeks vacation may schedule up to five (5) individual vacation days at intervals of one to four days; an employee who is eligible for three (3) or more weeks vacation may schedule up to ten (10) individual vacation days at intervals of one to four days. Individual days of vacation shall be defined as any period of consecutive vacation days that is less than five days. All employees other than Lieutenants are not permitted to take vacation of more than three (3) weeks at one time. Lieutenants are not permitted to take vacation of more than two (2) weeks at one time. Lieutenants may apply to the Chief of Police in writing for the ability to take up to three (3) weeks vacation at one time. Said request shall state the specific reasons for the request. The Chief will not unreasonably deny any such written request. Unused vacation shall be paid to employees at the time of separation from employment with the Town.

**Section 7.05.** Vacations shall be scheduled in accordance with the following procedures. Any variance from these procedures requested by an employee may be granted at the discretion of the Chief of Police or designee:

- a. The vacation schedule shall be a calendar year.
- b. When there are competing vacation requests among employees within the same division and rank, seniority shall be the determining factor for vacation scheduled during the posting period in December, March, June, and September. All other vacation requests shall be scheduled on a first come-first served basis. Notwithstanding the foregoing, requests for weeks of vacation shall take precedence over requests for individual days of vacation. Once vacations are posted and any conflicts are resolved, the posted vacations are fixed on each subsequent vacation schedule posting and are never subject to a seniority bump or retraction of approval even if overtime costs are incurred.
- c. The vacation schedule shall be posted for thirteen (13) days starting the first day of December (when employees may select weeks of vacation during the following January 1<sup>st</sup> through December 31<sup>st</sup>), the first day of March (for vacation weeks during April 1<sup>st</sup> through December 31<sup>st</sup>), the first day of June (for vacation weeks during July 1<sup>st</sup> through December 31<sup>st</sup>) and the first day of September for vacation weeks during October 1<sup>st</sup> through December 31<sup>st</sup>).



- d. Individual days of vacation may be scheduled any time after shift assignments are fixed through the end of the shift assignment period provided the employee gives at least sixty (60) hours advance notice and gains the approval of the Chief of Police or his designee and further provided there is no additional costs incurred by the Town beyond the overtime cost required to fill one patrol position to meet minimum staffing on the shift.

**Section 7.06.** Vacation is accrued and used on the basis of the employee's anniversary date year. No more than fifteen (15) days of vacation may be carried over from year to year. Carried over vacation days may not be accumulated.

## **ARTICLE VIII – CLOTHING ALLOWANCE AND ACCESSORIES**

**Section 8.01.** Past procedure regarding uniform distribution shall continue and the Chief is to make the determination of the needs of the employees in the bargaining unit. Clothing allowance for detectives is included in the detective premium.

**Section 8.02.** In fiscal year 2001-2002, the Town shall provide a cleaning allowance account of \$250 for each uniformed employee to pay for the cost of this dry cleaning service. Effective July 1, 2002, the cleaning allowance shall be \$300 each fiscal year. Effective July 1, 2014, the cleaning allowance shall be \$400 each fiscal year. Any cost in excess of the Town's contribution shall be paid by the employee. If, as of the following June 30, the employee has not fully expended his cleaning allowance account, the Town shall pay the remaining balance to the employee during the following month, provided the employee has maintained a neat and clean appearance throughout the year in conformance with the Rules and Regulations of the Police Department.

**Section 8.03.** The Town shall provide ammunition as required for training, certification/re-certification and duty.

**Section 8.04.** The Town shall supply all employees with all new first issue of prescribed equipment, clothing and accessories. Leather equipment such as belts, holsters, and other accoutrements may be reissued when serviceable. Weapons may be reissued provided that all weapons shall first be checked by a qualified gunsmith or manufacturer and reconditioned when necessary prior to reissuance. If any equipment issued does not conform to this agreement, it shall first be brought to the attention of the Chief of Police and he shall be afforded an opportunity to rectify the situation.

**Section 8.05.** The Town shall replace any article of equipment, clothing and/or accessories (including prescription eyewear) that are damaged or destroyed in the line of duty, as well as the replacement of reasonable necessary personal property damaged in the line of duty up to a maximum, of \$500.00 per year. This maximum limitation of \$500.00 shall not apply to prescription eyewear which shall be replaced in accordance with this section.



## **ARTICLE IX – OVERTIME**

**Section 9.01.** Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate for all assigned work performed on an employee's scheduled day off.

**Section 9.02.** Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate for all assigned work in excess of the normal work shift.

**Section 9.03.** For the purposes of calculating overtime, time at the end of a shift shall not be included in the computation unless an employee is assigned to work in excess of fifteen (15) minutes beyond the end of the employee's shift.

**Section 9.04.** There shall be no duplication or pyramiding of overtime.

**Section 9.05.** Employees shall be required to work overtime when requested by the commanding officer in charge.

**Section 9.06.** If and when the Chief of Police determines that an overtime assignment is required to supplement previously scheduled Department personnel as a result of the absence of a Regular Officer, such overtime assignment shall be offered first to available Regular Officers. Nothing in this Section or Article shall be construed to be a guarantee of overtime.

**Section 9.07.** Employees who are called back to duty for hours not contiguous with the start or end of their regular work shift shall be paid a minimum of four (4) hours at time and one-half. Call-back pay shall be calculated from the time employee reports appropriately attired and is ready for duty. Call-back work is a non-scheduled patrol duty or detective investigative assignment. All other scheduled assignments will be compensated in accordance with Section 9.02 on an hour pay for hour worked basis in one-quarter hour increments.

**Section 9.08.** Compensatory time in lieu of overtime is allowable upon an employee's request provided said compensatory time is authorized by the Chief of Police or his designee and provided all compensatory time is used within the fiscal year in which it is earned. The Chief of Police or his designee and the employee will cooperate to schedule all compensatory time off at no additional cost to the town. In the event replacement overtime is required, compensatory time in lieu of overtime pay will not be granted for the replacement overtime, i.e. overtime will be paid to any employee working replacement overtime. Any compensatory time earned and not taken by the end of the fiscal year shall be paid to the employee. In no case shall compensatory time accumulate in excess of sixty (60) straight time hours.

**Section 9.09.** Involuntary overtime means any work assignment the Town is unable to fill through that procedure set forth in Section 9.06. Involuntary overtime assignments shall be made in accordance with the following:

- a. Patrol assignment shall be filled with employees from a rotating list in order of inverse seniority. This will include all personnel that are in the voluntary overtime file. Investigative Services assignments shall be filled with employees from a rotating list in order of inverse seniority;
- b. Employee rotation on each list shall require serving at least four (4) consecutive hours. Each rotating list shall be reset in order of inverse seniority on January 1<sup>st</sup>;
- c. The Department shall maintain a written record of both rotating lists and all assignments with record shall be available (within a reasonable time) for inspection by the Union or any member assigned involuntary overtime.
- d. Any involuntary overtime assignment that lasts twelve (12) or more hours will count as two order-ins.

## **ARTICLE X – OFF-DUTY ASSIGNMENTS**

**Section 10.01.** Employees when employed on any off-duty police assignments will receive the following hourly rate of pay – effective on a mutually acceptable date after the signing of this Agreement:

- a. For work for the Town or for the Board of Education, one and one-half (1-1/2) times the officer's regular hourly rate of pay with a minimum of four (4) hours.
- b. For all other work, one and one-half (1-1/2) times the hourly rate at the top step of the Patrol Officer's salary schedule, with a minimum of four (4) hours. Work on Christmas, Thanksgiving Day, Memorial Day, Labor Day, through the hours of 2400 to 0600, or in excess of ten (10) hours shall be at two (2) times the top step Patrol Officer's hourly rate. At times of inclement weather or after dark a vehicle will be required for road work.
- c. The minimum of four (4) hours shall be paid in the event of the off-duty assignment is cancelled by the contractor with less than two (2) hours notice.
- d. Employees covered by this Agreement will be given first preference for available assignments under this Article.
- e. A minimum of eight (8) hours shall be paid anytime an officer works at least four (4) hours, but less than eight (8) hours for road construction only. For all work other than road construction employees will receive a minimum of four (4) hours



of work and shall be paid hour for hour for any such work which exceeds four (4) hours.

**Section 10.02.** Extra-duty police assignments shall be offered in accordance with the Procedure for Assignment of Extra duty Work attached hereto, which shall replace and supersede all prior agreements.

## **ARTICLE XI – WORKING HOURS**

### **Section 11.01.**

- a. The parties agree that the work week shall be an average work week of forty (40) hours per week or 2,088 hours per work year. The work schedule shall be five (5) consecutive days on followed by two (2) consecutive days off and five (5) consecutive days on followed by three (3) consecutive days off (5-2, 5-3). This cycle shall repeat itself throughout the work year.
- b. The normal work day shall be eight and one-quarter (8-1/4) consecutive hours.
- c. Work shifts shall be assigned semi-annually pursuant to the following procedure:
  - i. Six (6) weeks before the assignment date members of the bargaining unit shall submit first and second choice bids for shift assignments. Bid conflicts shall be resolved on the basis of rank seniority, provided however, that four (4) weeks before the effective date of the assignment the Chief shall have the sole and exclusive right to assign, without any use of rank seniority, up to ten percent (10%) (rounded up to the next whole number) of the bargaining unit of their shift assignments that he, in his sole discretion has determined.
  - ii. Four (4) weeks before the assignment date, all shift assignments shall be posted.
  - iii. The Union president shall have priority, i.e. pick of shift except in the positions of Detective and Lieutenant.
- d. As part of the regularly scheduled work year, each employee shall be required to attend up to eighteen (18) hours per calendar year in in-service training sessions and shall be paid the straight time rate, other provisions of this contract notwithstanding.
- e. Nothing in this Agreement shall change or interfere with the right of the Town or the Chief of Police to designate a work week or shift different from that of the patrol division for those employees assigned to divisions other than patrol and for

those employees within the patrol division who are assigned to specialized work, provided said employees work an average forty (40) hours per week and 2,088 hours per year.

**Section 11.02.** A police officer's regularly scheduled shift shall not be changed on Saturdays, Sundays, or holidays, without the officers consent. A police officer's regularly scheduled shift shall be subject to changed on Monday through Friday by the Administration provided that at least seven days notice is given to the officer. Regularly scheduled shifts may be changed by the Administration to accommodate a training opportunity provided that at least seven days notice is given to the officer. With the officer's consent, notice may be waived.

**Section 11.03** The Town shall maintain a minimum number of employees on duty as follows:

day shift – three (3) officers, one (1) Supervisor  
 evening shift – three (3) officers, one (1) Supervisor  
 midnight shift – three (3) officers, one (1) Supervisor

## **ARTICLE XII – HOLIDAYS**

**Section 12.01.** Each employee shall receive twelve (12) paid holidays in each fiscal year as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

**Section 12.02.** Holiday pay shall be defined as a full day's pay at their current rate of pay. Consequently, the employees who work a shift on said holiday shall receive holiday pay in addition to their regular day's pay.

**Section 12.03.** No employee shall be eligible for holiday pay if he is absent due to disciplinary measures.

**Section 12.04.** All holiday pay earned shall be paid out twice a year – the first payment to be made for holiday pay earned for the period July through December, within ten (10) days thereafter, and the second payment to be made for holiday pay earned for the period January through June, within ten (10) days thereafter.



### **ARTICLE XIII – HOLIDAY EVENING PAY**

**Section 13.01.** All officers who work the 4:00 p.m. to midnight shift on New Year's Eve and/or Christmas Eve, shall receive compensation at twice the regular rate of pay. It is further understood that if an employee is working the evening detail and unusual circumstances have him work into the following day, which would be a holiday, the individual would be on time and one-half (1-1/2) and would not receive pay for a double holiday due to the overtime after midnight.

### **ARTICLE XIV – COURT APPEARANCES**

**Section 14.01.** Whenever an employee is required to appear in any state or federal court or administrative agency or to provide deposition testimony during non-working hours for a criminal or civil matter which arose in connection with his/her employment with the Town, the Town shall compensate such employee in accordance with Article IX – Overtime provided that such employee shall assign to the Town any witness fees received.

### **ARTICLE XV – NO STRIKE**

**Section 15.01.** The Union agrees that it and/or its members, individually or collectively, during the terms of this Agreement, will not cause, nor take part in any strike, picketing, sit down, slow-down, or curtailment or restriction or interference of work, even of a temporary nature, as it deals with the Town of Monroe.

**Section 15.02.** The Union hereby agrees that the Town of Monroe may terminate the contract if the Union sanctions any strike during the term of this contract.

### **ARTICLE XVI – GRIEVANCE PROCEDURE**

**Section 16.01. Purpose.** The purpose of this procedure is to provide an orderly method of adjusting grievances.

#### **Section 16.02. Definitions.**

- a. A "grievance", for the purpose of this procedure, shall mean a claim or dispute arising out of the application and interpretation of the Articles and Sections of this Agreement or arising out of discharge, suspension or other disciplinary action.
- b. A "grievant" shall mean any employee or group of employees covered by this Agreement.
- c. A "day", for the purposes of this Article only, shall mean a calendar day.

**Section 16.03. Procedure.** A grievance shall be processed in the order of steps listed below.



Step #1.

Within five (5) days of the occurrence of the alleged grievance, an employee shall submit said grievance in writing, setting forth the nature of said grievance to the Chief of the Department. The grievance shall set forth the specific provision of the contract that is alleged to have been violated or breached. Within six (6) days, the Chief or his delegate shall meet with the employee or the Union for the purposes of adjusting or resolving said grievance. The Chief or his delegate shall render a decision concerning said grievance within three (3) days of said meeting. If such grievance is not resolved to the satisfaction of the employee or the Union, Step 2 of this procedure may be instituted within seven (7) days; otherwise, the decision shall not be subject to further appeal.

Step #2.

Further review of such grievance shall be made by the Grievance Committee of the Union, or its delegate, by presenting to the Board of Police Commissioners such grievance in writing. Within twelve (12) days after the Board of Police Commissioners receives said grievance, the Board shall arrange to meet with the Union Committee or the Committee's delegate for the purposes of adjusting or resolving such grievance. The Board of Police Commissioners shall give the employee and the Union, or its delegate, at least one (1) week's notice of the meeting, and the Board shall render a decision concerning the said grievance within ten (10) days of said meeting. If said grievance is not resolved to the satisfaction of the Union, Step 3 of this procedure may be initiated within fourteen (14) days; otherwise, the decision of the Commission shall be final and binding on all parties.

Step #3.

Further review of such grievances shall be made by the Union, which may be present in writing such grievances, except discharge grievances, to the State Board of Mediation & Arbitration for arbitration. Either the Town or the Union shall have the right to transfer a grievance from the State Board of Mediation and Arbitration to the American Arbitration Association ("AAA") to be heard by Martin Webber. The party initiating said transfer shall pay all costs associated with the transfer. In the event Mr. Webber is unavailable then an arbitrator shall be selected in accordance with AAA rules. Any discharge of a non-probationary employee shall be immediately appealable to the American Arbitration Association to be heard by Martin Webber within fifteen (15) days of the notice of discharge. In the event Mr. Webber is unavailable then an arbitrator shall be selected in accordance with AAA rules. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The costs associated with the arbitration of any grievance before the State Board of Mediation and Arbitration shall be shared equally by the Town and the Union.

**Section 16.04. Time Extensions.** Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned in writing.



**Section 16.05.** Nothing contained herein shall prevent any individual employee from presenting and processing his/her own grievance through Step #2 of the grievance procedure.

## **ARTICLE XVII – DISCIPLINARY ACTION**

**Section 17.01.** Upon completion of the probationary period, employees shall not be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause. Discipline and discharge of probationary employees are not subject to the grievance procedure.

**Section 17.02.** Upon the completion of any internal investigation and before any disciplinary action is taken, a copy of any written or recorded statements of complaint, shall be supplied to the person being investigated, upon request.

**Section 17.03.** The Union will be provided with copies of all reports, statements, complaints, witness names and addresses, and any other relevant materials no less than ten (10) days in advance of the first disciplinary hearing.

**Section 17.04.** The Town shall not use information obtained from the Global Positioning System (GPS) for patrol vehicles as the sole basis for discipline.

## **ARTICLE XVIII – WAGES**

**Section 18.01.** The existing pay rate schedule now in force and effect in the Town of Monroe shall apply for the term of this Agreement.

**Section 18.02.** Each employee shall be paid in accordance with the following schedules. For the purposes of the following schedules, service can be computed as of the anniversary date. Upon expiration of this contract there will be no step movement until a successor agreement is agreed to and executed by both parties or until an arbitrated award is issued, absent an agreement to the contrary.

### **Wages.**

Year 1 – Retroactive to July 1, 2016 bargaining unit employees shall receive a 2.50% increase in pay.

Year 2 – Wage reopener

Year 3 – Wage and medical reopener

### **2016-2017 (retroactive)**

1	\$56,955.7434	New Hire while in basic and field training
2	\$60,564.0940	Upon completion of field training*
3	\$64,875.1044	One year after field training

4	\$69,513.1462
5	\$71,998.9940

\*Anniversary date for future step increases will be date of field training completion.

#### Sergeants Steps

	2016-2017 (retroactive)
1	\$76,318.9337 (six percent (6%) above P.O. – Step 5)
2	\$79,918.8834 (eleven percent (11%) above P.O. – Step 5)

#### Lieutenant Steps

	2016-2017 (retroactive)
1	\$84,714.0164 (six percent (6%) above Sgt. – Step 2)
2	\$88,709.9605 (eleven percent (11%) above Sgt. – Step 2)

**Section 18.03.** The preceding rates are applicable to all existing positions on the police force. It is understood, however, that if new positions are created for a rank or step not now designated, that this Agreement shall be modified after due negotiations between the two parties of this Agreement.

**Section 18.04.** Employees assigned to work as field training officers (FTOs) shall receive one hour of straight time pay for each day served as an FTO.

**Section 18.05.** Employees assigned to the Detective Bureau will receive, upon completion of six (6) months as a Detective, a \$1,150.00 premium each year which includes the clothing allowance. This premium shall be added to the employee's base salary as established by Section 18.02 above and shall be paid in regular salary installments. The employee assigned as Youth Officer shall also qualify for the Detective premium.

**Section 18.06.** Ordinarily, employees hired as patrol officers shall be placed on the salary schedule at Step 1. However, in the event such patrol officer has previous experience and training as a police officer, the Town may, in its discretion, place the patrol officer at the step of the salary schedule which is appropriate to his previous training and experience. In the event a patrol officer terminates his employment with the



Town and is re-employed by the Town, he shall be re-employed at a rank and rate to be determined by the Town.

### **ARTICLE XIX – LONGEVITY**

**Section 19.01.** In addition to an employee's wage, longevity pay shall be payable in the first pay period in December for all those eligible within the then current fiscal year. The longevity schedule shall be as follows:

- Completion of six (6) consecutive years of service - \$100
- Completion of ten (10) consecutive years of service - \$225
- Completion of fifteen (15) consecutive years of service - \$350
- Completion of twenty (20) consecutive years of service - \$450

### **ARTICLE XX – GENERAL**

**Section 20.01.** Each employee, upon request, may review his personnel file. (Employee's request must be in writing.)

**Section 20.02.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation or Union membership. Grievances brought under this Section are limited to the first two steps of the grievance procedure and are not subject to arbitration.

**Section 20.03.** The only Side Agreements recognized by the parties as of the date this Agreement is signed are the addendum Agreement dated September 2, 1993 which sets forth terms and conditions of employment for the Handler in the Canine Unit, the Memorandum of Procedures for Assignments of Extra Duty Work dated October 21, 1991, and the Side Letters of Agreement signed contemporaneously with this Agreement.

**Section 20.04.** The Union and the Town agree to create a committee for the purpose of establishing an employee performance evaluation system. The committee shall consist of the Chief or designee, one (1) Lieutenant designated by the Chief, one (1) Sergeant jointly designated by the Chief and the Union President, one (1) Patrolman designated by the Union President, and the Union President or designee. The performance evaluation system shall contain a mechanism for an evaluated employee to submit a response and/or rebuttal to any performance evaluation.

### **ARTICLE XXI – UNION SECURITY, DUES DEDUCTION**

**Section 21.01.** All employees who are covered by this Agreement shall, as a condition of employment, remain or become a member of the Union or shall pay an agency fee as certified by the Union in accordance with the law.



**Section 21.02.** The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorized such deductions in writing from their wages, such dues, service fees, and initiation fees as may be fixed by the Union and allowed by law. The Town will remit to the Union, on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues or service fees deductions shall continue for the duration of this Agreement and any extension thereof. Such deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

**Section 21.03.** In consideration of the Town entering into provisions of this Article, the Union hereby agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Article.

## **ARTICLE XXII – UNION BUSINESS LEAVE**

**Section 22.01.** The President and one (1) member of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty, provided sufficient prior notification is given to the Chief or his designee and no more than one (1) employee shall be off from the same duty shift.

**Section 22.02.** The President of the Union, or in his absence his representative, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty. However, one grievant shall also be granted up to fifty percent (50%) of the time off with pay up to a maximum of four (4) hours to meet with the Arbitration Panel, when such meetings take place at a time during which such member is scheduled to be on duty, provided sufficient prior notification is given to the Chief or his designee.

**Section 22.03.** The Union shall be provided a total of five (5) union business days (leave from duty with full pay) per fiscal year to be used at the discretion of the local for tending to union related activities. These days may only be taken by Union Executive Board members.

**Section 22.04.**

1. The Dog Handler(s) is allowed to use a designated Canine police vehicle for transport of the dog to and from work. The Canine vehicle will not be used for personal use. If the Handler(s) violates the restrictions, the Handler(s) shall lose the privilege of using the Canine vehicle for transportation to and from work.



The Canine vehicle mileage shall be recorded as part of the Handler(s)'s daily report.

2. Care and Feeding of the Dog. The Town shall bear the expense for dog food, basic equipment, grooming materials, insurance and veterinary care, as long as the Canine(s) and Handler(s) maintain certifications as a police work dog team. Additionally, the Handler(s) will receive four hours of one and one-half times the Handler(s)'s regular hourly rate of pay per month for the care and maintenance of the Canine(s).
3. Hours of Work. The Handler(s)'s regularly scheduled duty shift will be reduced by one hour to allow for the care and feeding of the Canine(s). No additional compensation, overtime or compensatory time will be accrued for the care and feeding of the Canine(s).
4. Use of Vehicle. The Canine handler shall be permitted to drive his Town issued canine vehicle to extra-duty assignments so long as said assignment requires the use of a police vehicle. If no police vehicle is required for said assignment then the canine officer shall drive his personal vehicle to said assignment.

### **ARTICLE XXIII – RESIDENCY**

**Section 23.01.** It is in the interest of the Town and its employees, that emergency service personnel, such as police officers, live as close to Police Headquarters as is practicable. Recognizing this principal, employees shall maintain their personal residences within a twenty-mile radius of Police Headquarters.

**Section 23.02.** Since employees are no longer required to live within Town boundaries, the former practice of picking up and returning employees to their homes in Town vehicles will no longer prevail.

### **ARTICLE XXIV – HEALTH AND PHYSICAL FITNESS**

**Section 24.01.** All employees will be weighed annually.

**Section 24.02.** All employees shall be required bi-annually to successfully complete the fitness test according to POSTC (Police Officer Standards and Training Council) standards (40% level). All officers hired as of the date this Agreement is signed shall be given one year to prepare for the implementation of the test. Any employee who has incurred a serious illness or injury and who has been disabled from work and who returns

to duty within three (3) months before a testing date will be excused from taking the test and will be tested on the next regularly scheduled test date.

**Section 24.03.** Discipline administered under this Article shall be progressive as follows:

- Verbal warning.
- Written reprimand.
- 1 day suspension without pay.
- 2 days suspension without pay.
- 3 days suspension without pay.
- 4 days suspension without pay.
- 5 days suspension without pay.
- 5 days suspension without pay for each infraction thereafter,  
not to exceed ten (10) days per year.

**Section 24.04.** As a condition of employment, each employee shall refrain from the use of tobacco products while on duty and in view of the public.

**Section 24.05.** Employees who are disabled, but not totally disabled, from performing their essential job functions may be assigned to light duty pursuant to the Town's light duty policy for the police department.

## **ARTICLE XXV – SUBSTANCE ABUSE PREVENTION**

**Section 25.01.** The Town and the Union agree that the critical mission of law enforcement requires that all police officers must refrain from the possession and/or use of illegal substances and refrain from alcohol abuse at all times.

**Section 25.02.** Employees may be required to take drug tests without advance notice as a condition of continued employment as provided below:

- a. A supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. Reasonable suspicion shall be determined by observation of the employee by the supervisor and one other sworn member of the police department. The observers shall prepare affidavits setting forth the basis for the reasonable suspicion. Copies of the affidavits shall be furnished the employee and, upon the employee's request, to the union representative.
- b. An employee shall take a drug test when an unannounced mandatory testing program is required by the Town. Drug testing shall be conducted by a qualified vendor appointed by the Town. The random selection of employees for testing



will be performed by the vendor and will not be witnessed by representatives of either the Town or the Union.

**Section 25.03.** Drug testing shall be conducted at a location provided by the vendor or, whenever possible, at the Monroe Police Department. A member of the vendor's staff shall observe production of the urine sample. The employee shall be interviewed concerning recent food, beverage, and prescription drug intake which could affect the test outcome. If an employee is unable or unwilling to give a specimen at the time of the test, the employee shall remain under observation until a specimen is obtained. The employee may be required to consume reasonable amounts of water during the waiting period.

**Section 25.04.** The laboratory selected by the Town to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. The testing methodology shall be set forth in Section 4.01 of the Town's Substance Abuse Policy.

**Section 25.05.** In the event an employee is found in possession of an illegal substance or refuses to submit to a drug test, the employee shall be discharged.

**Section 25.06.** In the event an employee takes a drug test which confirms the employee's use of an illegal substance, consistent with the procedure in Section 25.04 above, or voluntarily discloses that he has a problem with drug or alcohol abuse, the employee shall be immediately placed on non-job-related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow-up program. Upon reinstatement, an employee with previous drug dependency shall submit to drug testing as directed by the Town for the next twenty-four (24) months. An employee who refuses to submit to follow-up drug testing as required by this Section, or who fails to continue in the prescribed follow-up program, or who experiences a positive drug test result after reinstatement, shall be discharged and said discharge shall be deemed for just cause. A disclosure of a drug dependency problem by an employee upon notice from the town that he is scheduled for drug testing shall not be deemed to be voluntary disclosure.

**Section 25.07.** Whenever a supervisor has reasonable suspicion that an employee is unfit for duty due to alcohol or drug abuse, as demonstrated by the employee's physical condition and/or behavior upon reporting for work, said employee shall be immediately relieved from duty for that day. The supervisor may order the employee to submit to a physical examination and/or to any testing by intoximeter or similar device, at the employee's option. Both the urinalysis and the blood test or a breath analysis shall be conducted by the police physician. The breath analysis shall be administered by qualified police department personnel. All tests shall be administered by qualified police department personnel. All tests shall be administered in the presence of a Union official or a witnessing bargaining unit member if no Union official responds to Headquarters within fifteen (15) minutes of being contacted unless the employee does not wish to have



a bargaining unit member or Union official act as a witness. An employee reporting for work unfit for duty as a result of confirmed alcohol or drug abuse and/or refusing to submit to testing as ordered by the supervisor shall be subject to discipline up to and including discharge. In the event the employee is found to be unfit for duty because of abusing alcohol or illegal drugs, he shall be referred for rehabilitation pursuant to Section 25.06 above.

**Section 25.08.** Final reports obtained as a result of the procedures described in this Article shall be maintained in the employee's file, with a copy given to the employee.

#### **ARTICLE XXVI – BEREAVEMENT LEAVE**

**Section 26.01.** Employee requests for bereavement leave shall be granted by the Police Chief or designee in accordance with the following schedule:

- a. Up to five (5) days leave with pay for the death of the employee's spouse, father, mother or child.
- b. Up to three (3) days leave with pay for the death of the employee's sister, brother, mother-in-law, father-in-law, or any relative domiciled within the employee's home.
- c. One (1) day leave with pay for the death of the employee's brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, or daughter-in-law.

#### **ARTICLE XXVII – ASSIGNMENT TO SPECIALIZED POSITIONS**

**Section 27.01.** This Article provides the procedure for the assignment of Monroe police officers to specialized positions such as the positions of Detective, Youth Officer, School Resource Officer or DARE Officer, mutual aid task forces, etc.

**Section 27.02.** Such assignments shall be made at the discretion of police department management in accordance with the following procedure:

- a. The opportunity for assignment to a specialized position will be posted on the departmental bulletin board and qualified volunteers will be sought.
- b. Police department management will review all applicants and make the assignment.
- c. Assignments shall be made in writing for a specific term which may be renewable at the option of the police department management. The employee assigned may decline renewal but must remain in the position until a qualified replacement is assigned.



- d. The term of a special assignment will be established by police department management and will vary based upon the assignment but will be no less than one year and no more than five years. The employee assigned may opt out within the term with the agreement of police department management. The employee may be temporarily reassigned within the term when staffing needs of the department require such reassignment.
- e. To be eligible for assignment as a detective, an employee must have a minimum of 3 years experience in the Monroe Police Department.
- f. A training position shall be established in the detective bureau. To be eligible for a training assignment, an employee must have a minimum of eighteen (18) months experience in the Monroe Police Department. Training assignments shall be for a term of six (6) months subject to extension when necessary to allow the employee to conclude an ongoing investigation. Filling the position shall depend upon department-wide staffing needs. When it is necessary to reassign personnel in the detective division back to patrol, the employee in the training position shall be the first to be reassigned and shall be returned to the employee's previous patrol position and shift.

**Section 27.03.** Special assignments do not result in any additional compensation unless additional compensation is provided for in this Agreement or in a separate written agreement between the Town and the Union.

**Section 27.04.** Employees assigned to specialized positions are eligible for patrol overtime and extra duty. This provision may not apply to employees assigned to task forces outside the department.

#### **ARTICLE XXVIII – EDUCATION INCENTIVE AND REIMBURSEMENT PROGRAM**

**Section 28.01.** The Town shall provide the following assistance to employees in reimbursement for the expense of tuition incurred by employees enrolled in educational courses in the field of criminal justice, police science or a closely related field: Effective July 1, 2008 a maximum of \$2,500 each fiscal year per employee.

**Section 28.02.** Tuition assistance is subject to the following limitations:

- a. Courses must be sponsored by a recognized educational institution.
- b. Correspondence courses are excluded.
- c. Courses must be completed with a grade of 'C' or better or, if letter grade available, with a grade of 'pass'. 'A' or 'pass' = 100% reimbursement, 'B' = 90% reimbursement, 'C' = 70% reimbursement.



- d. The employee must obtain the approval of the Chief of Police before enrolling in the Course.
- e. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition to the Chief of Police.

**Section 28.03.** The Town shall pay to each employee in the month of January of each year, the following amounts for having a higher education degree:

Associates Degree	\$200.00
Bachelors Degree	\$500.00

The Town shall pay the sum of \$750.00 to each employee in the month of January of each year for having a Master's Degree in Public Administration, Business Administration, Law Enforcement, or such other areas as approved by the Chief. The Town reserves the right to request a copy of the diploma or certificate for any benefits paid under this section.

## **ARTICLE XXIX**

**Section 29.01.** The VEBA Trust shall be changed as follows:

Change VEBA to the Other Post Employment Benefits Trust ("Plan") with a side letter explaining Union rights that will not be waived.

Allow spouses (current spouse at the time of retirement) to be covered for employees hired before the execution of this Agreement.

Employees hired after the execution of this Agreement shall be covered individually with no spousal coverage.

Employee contributions shall increase from .75% to 2.50% effective upon execution of this collective bargaining agreement.

Employee contributions shall increase from 2.50% to 3.00% effective January 1, 2018.

Employees shall only be able to exercise rights under the Plan for a period not to exceed 15 years or until they (employee) turns 65 years of age. Spousal benefits are specifically governed by the aforementioned years and age requirements.

Effective upon execution of this Agreement, employees who leave the employ of the Town of Monroe shall receive no return of monies or interest for their prior contributions.

The Captain, Keith White shall be permitted to participate in the Plan in accordance with the aforementioned changes.

Ltn. Rosalie Stuart and officer Mark Doyle shall have a period of thirty (30) days after the execution of the collective bargaining agreement to opt out of the Plan and be compensated for all of their prior contributions with 4% interest.

The Union will execute a side letter agreement with the Town agreeing that if any bargaining unit member challenges the Town's right to keep his/her contributions to the Plan upon ending employment with the Town, the Union and the Town will have an



immediate duty to negotiate the terms of the Plan with the expectation that the spousal coverage benefit shall cease.

The Union shall receive advance notification of any Town meeting that is expected to discuss and/or take action on anything related to the Plan. In addition, the Town agrees that it shall send to the Union minutes of any meeting in which discussion and/or action was taken relative to the Plan.

### **ARTICLE XXX – DURATION**

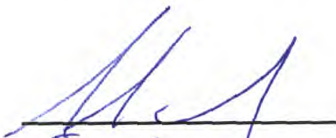
**Section 30.01.** This Agreement shall be effective when signed and shall remain in effect until June 30, 2019.

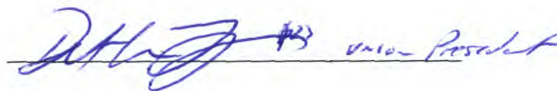
**Section 30.02.** If either party desires to terminate, modify, negotiate, change or amend this agreement, written notice will be served upon the other party during the month of January, 2019 and the parties shall meet within a reasonable period of time after notice to commence negotiations for a successor agreement. The Union and the Town agree that they shall engage in reopener negotiations on the issue of wages for fiscal year 2017/2018. The Union and the Town agree that they shall engage in reopener negotiations on the issues of wages and medical benefits for fiscal year 2018/2019. For the purpose of this Section, the written demands are to be forwarded to the Town of Monroe, c/o the attention of the Selectman, by the Union or the Union designated representative.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 2 day of March, 2017.

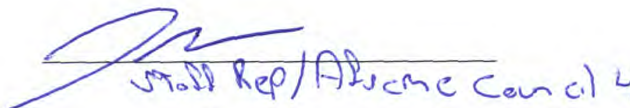
TOWN OF MONROE

MONROE POLICE UNION,  
AFSCME COUNCIL 4

  
TOWN SELECTMAN

  
Union President

\_\_\_\_\_

  
AFSCME Council 4