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CONTRACT BETWEEN
TOWN OF MIDDLEBURY, CONNECTICUT
AND

UNITED PUBLIC SERVICE EMPLOYEES UNION/COPS DIVISION,
MIDDLEBURY POLICE UNIT

JULY 1, 2013 TO JUNE 30, 2017

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PREAMBLE

The primary purpose of any town government is to guard, foster and promote the welfare of the community. An indispensable arm of any town government in its attempt to attain the aforesaid primary purpose is its police department.

Reasonable men and women understand and accept the principle that a well-disciplined police force is necessary to any society to maintain peace and enforce laws established for that society. In order to perform its functions most efficiently, such a police force must engender the respect of the community.

NOW, THEREFORE, this Agreement is made effective as of July 1, 2013 and through June 30, 2017, unless a different effective date for any specific provision or section of this agreement is specifically prescribed in that section; and this Agreement is made by and between the Town of Middlebury, Connecticut, hereinafter referred to as either the Town or the Employer, and the United Public Service Employees Union/C.O.P.S. Division, Middlebury Police Unit, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION**

Section 1

The Town hereby recognizes the United Public Service Employees Union/C.O.P.S. Division, Middlebury Police Unit, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all employees of the police department with authority to exercise police powers, who are also regular, full-time permanent employees of the police department, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. The term "employees or employee" as used in this Agreement shall refer only to those personnel who are members of the Middlebury Police Department who are covered by the bargaining unit referred to herein, which bargaining unit, the parties agree, includes all such positions occupied by the personnel below the rank/classification of Chief of Police. The parties agree that the reserve patrol officers are excluded from the bargaining unit. The parties specifically agree that the bargaining unit covered by this Agreement shall be the bargaining unit defined and delineated by the Decision and Certification of the Representatives of the Connecticut State Board of Labor Relations (CSBLR) in Case No. ME - 2919, dated October 30, 1974, Decision No. 1259 and amended pursuant to CSBLR Case No. ME-29,869, dated October 24, 2012, Decision No. 4616-A.

Section 2

Definitions. The following definitions are applicable to this Agreement:

- (a) The phrase "regular, full-time permanent employees" means those members of the police department who are regularly scheduled to work twenty (20) or more hours per week and who meet and satisfy the definition of "employee or employees" in Section 1 hereof. Subject to the provisions of Article IV hereof, newly hired employees shall be considered "permanent" during

their probationary period for purposes of the herein defined phrase "regular, full-time permanent employees".

- (b) The word "parties" shall be defined to mean, unless the context clearly indicates otherwise, the Town and the Union.
- (c) The term "in pay status" as used in this Agreement shall be defined to embrace the following situations: an employee receiving compensation (e.g., wages or vacation pay or paid sick leave or other paid leave) from the Town.
- (d) The rank-title "chief of police" shall mean, and refer to, the official designated by the Town's Board of Police Commissioners to be the highest-ranking officer in, and active head of, the Town's police department.

ARTICLE II

DUES CHECKOFF

Section 1

There shall be an agency shop in the Middlebury Police Department; that is, the Town agrees to deduct the Union dues or service fees of members once a month from the pay of all employees in the bargaining unit. The amounts to be deducted shall be certified to the Town by the treasurer of the Middlebury Police Officers' Union, and the aggregate deductions of all employees shall be remitted by the treasurer, together with an itemized statement as prepared by the Town, to the United Public Service Employees Union, COPS Division.

- (a) These deductions will be made once a month on the same payday of each month as agreed to by the Town and the Union.

Section 2

In the event an employee received no pay on the payday on which a Union due's deduction or charge is scheduled to be made, no such deduction shall be made for that month. However, a double deduction shall be made in the month following.

Section 3

The Union agrees to save the Town harmless from any action taken by any employee or group of employees as a result of the Town's making, or failing to make, the dues deductions as specified in this Article II.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1

The regular workweek for each employee shall be forty (40 hours) per week and eight (8) hours per day. A workweek is on a Sunday through Saturday workweek. The

assignment or deployment of a given employee to a given shift, the number of officers on a given shift, the number of shifts and/or the starting and stopping hours of a given shift shall be the prerogative of the Chief of Police, except that no shift shall be changed, except in emergency, without five (5) working days' notice in writing to the employee and a copy to the president of the Union. The present work schedule grants an employee two (2) consecutive calendar days off; no change in work schedule shall deprive an employee of two (2) consecutive calendar days off.

- (a) Shift work shall be assigned on a strict seniority basis, effective July 1, 1987, and reviewed by the Chief every six (6) months. Bid shift selection by seniority shall not be used to change any existing slot assignment of any officer on a shift.
- (b) Effective January 1, 1994 the work schedule shall be a four days on / two days off schedule.

Section 2

There shall be an overtime list. For the purpose of this article, special duty work shall mean anything other than department-connected police work. At the inception of every contract year, the overtime list shall be started and based on seniority, with the most senior person at the top of said list.

- (a) For the purposes of overtime equalization, any employee, who is out of work due to sickness or injury, whether job related or otherwise, for an extended period of time, which, for the purposes of this Article, is deemed to be ten (10) consecutive scheduled working days or more, shall, upon his/her return to active duty, have the following formula used to equalize him/her on the overtime list. The formula will be to add the aggregate total number of hours of all employees on the list, other than the subject officer, and then divide by the same number of employees. Overtime shall start with the personnel who have the least amount of aggregate overtime hours first in progressive order.
- (b) The overtime list will be updated each week and shall be posted on the department bulletin board by the chief of the department or his designee, and at the beginning of the first full work week of each month, every person shall start off at zero (0) hours. Each succeeding month, the person at the top of the list will move to the bottom, and all others shall move up one.
- (c) Personnel who refuse overtime work will have an "R" placed next to their name and the number of hours refused will be added to their total as though they worked such hours. When time allows, officers will be paged for purposes of filling non-emergency overtime. If an officer fails to respond to a page he / she will be charged with a refusal of the overtime (R).
- (d) Personnel who are not contacted or personnel who are working during the overtime shift will retain their place on the list, respectively.

- (e) Overtime hours shall be posted weekly on the department bulletin board.
- (f) Any employee who is continuing treatment or observation for any illness or injury, by any medical practitioner, will not be eligible for overtime work if working of such overtime might aggravate the illness or injury or prevent the employee from full performance of his/her full-time police duties.

Section 3

Where it is necessary to fill a shift, and no police employees are willing or available to work, the Town may order an employee from the previous shift, to work the first four (4) hours of the vacant shift, and an employee from the next or following shift to commence work four hours early. If no employees are available to commence work four hours early, the Town may order an employee to work, by inverse seniority, from a rotating list to be established for that purpose and to be maintained on an annual basis. The supervisor ordering in shall make a list of all officers contacted prior to said order in. In no event, shall any employee be required to work in excess of sixteen (16) consecutive hours. This provision shall not apply to assignments for parades, elections or special events at Lake Quassapaug.

Section 4

An employee called to work prior to the commencement of, or subsequent to the completion of, his/her regular tour of duty shall, for the work that he/she does so perform, be paid the greater of the following alternatives:

- (1) three (3) times his/her regular hourly rate of pay regardless of the length of time he/she works after said call-in; or
- (2) the actual hours worked multiplied by the premium overtime rate as defined in Section 6 hereof.
- (3) at no time will an employee be allowed to work more than sixteen (16) consecutive hours unless approved by the Chief of Police or his designee

Section 5

The provisions and guarantees of Section 4 shall not be applicable to work or service that either extends into or is a continuation of the employee's regular tour of duty.

Section 6

Premium overtime, which is defined to mean payment of one and one-half (1 1/2) times the employee's regular, straight-time hourly rate, shall be paid to any employee for each hour, or a portion thereof, worked in a workday of more than eight (8) consecutive hours or in a workweek in excess of forty (40) hours, whichever amount (by appropriate computation) is greater.

Section 7

The provisions for premium overtime in Section 6 hereof, unless otherwise specifically provided for in another article of this Agreement, shall apply only to employees for the situations enumerated and defined in Sections 4, 5 and 6 hereof.

Section 8

Any training required by state statute or by the Board of Police Commissioners or by the Chief of Police, other than training for original certification at the Connecticut Police Academy or like institution, shall constitute a basis for payment of overtime if said training is in excess of an employee's eight (8) hour workday or forty (40) hour workweek. The current rate as established by the Internal Revenue Service shall be paid to the employee to and from the Town of Middlebury for such training, computed from the employee's place of work. The rate shall be established on July 1 of each year.

Section 9

On July 1 of each year during the term of this Agreement, the police department will furnish the Union with an up-to-date seniority list, together with the job classification and rate of pay, for each employee on such list.

Section 10

Any police work which involves boat patrol at Lake Quassapaug, security of public places, the Town dump, voting places or any work that a Town department (other than the police department) needs and pays for shall be granted only to regular full-time employees as defined in this Agreement as police officers.

Section 11

No officer shall use his/her private vehicle for the performance of any police duty except as otherwise authorized by the Chief of Police or his/her representative.

Section 12

The workweek and working hours of the Sergeant and the Lieutenant shall be determined by the Chief of Police as the needs of the Department require. A two (2) week notice shall be required for changes in the workweek and/or the work shift, except that in the case of emergency, said notice shall be waived. Said shift and workweek changes shall not occur more often than once every three (3) months, except in the case of emergency.

Section 13

The Town agrees to make assignments for Christmas Tree lighting and Election Day traffic control on an overtime basis. The Police Commission will make reasonable efforts to insure that sufficient extra duty assignments are made for events at Lake Quassapaug. The Police Commission will seek the cooperation of Region 15 administrators to minimize the necessity to assign officers on regular patrol to traffic and parking related duties at Regional schools.

The Town shall keep the Union President advised of its efforts with regard to Lake Quassapaug and Region 15.

In addition to the particular assignments mentioned above, the Union will be provided a regular, on-going opportunity to address the Police Commission regarding additional assignments that it believes may merit additional consideration.

ARTICLE III - A **LONGEVITY**

Section 1

Longevity shall be considered as added compensation to employees for continued services to the Town. Longevity payments shall not affect the annual pay rate to which the employee is entitled. Longevity payments shall be included in the employee's total earnings for the purpose of determining his/her pension benefits.

(a) Longevity payments shall be as follows:

After 5 years of service and less than 10 years	\$275.00
After 10 years of service and less than 15 years	\$350.00
After 15 years of service and less than 20 years	\$400.00
After 20 years of service	\$450.00

Section 2

Service shall be calculated from the first date an employee is assigned as a full-time employee of the Town.

Section 3

The longevity payments prescribed by this article shall be included in the pay distributed on the third payday in July in each year. The parties specifically agree that there shall be no proration of longevity payments. The parties agree that an employee shall be deemed entitled to the longevity payment prescribed by this article as of the first day of the fiscal year in which he/she will attain, or do attain, the years of service noted in the schedule in Section 1 hereof.

Section 4

In the event of the death of an employee who is entitled to such longevity payments, said longevity payments shall be paid to his/her widow(er) or, in the event the employee is not survived by a widow(er), said longevity pay shall be paid to his/her dependent children.

Section 5

Any employee who is qualified for longevity payment and who prior to such pay date in such fiscal year is retired, or is separated from the police department of the Town, or is on any authorized leave of absence, shall receive such payment on his/her last payday.

Section 6

If said employee dies before his/her anniversary date, his/her widow(er), or, if he/she is not survived by a widow(er), his/her dependent children, shall receive the full increment of longevity that the employee received in the previous year.

Section 7

Any employee may use up to three (3) years of "war" service toward longevity. "War" service for the purpose of this section shall mean:

- (a) as defined in Section 27-103 of the Connecticut General Statutes as amended in the 1975 A.D. session of the Connecticut General Assembly.

ARTICLE IV
SENIORITY

Section 1

Seniority as used in this Agreement is defined to mean the total length of continuous service as an employee (as defined in Article 1 hereof) of the Town's police department.

Section 2

Each new employee shall serve a one (1) year probation period provided he/she shall not receive permanent appointment unless and until he/she has completed the police training course required by state statute and has been awarded the certificate for such course.

- (a) Upon completion of his/her probationary period, an employee's seniority, regardless of rank or classification, shall date from the original date of appointment to the police department.
- (b) If more than one appointment is made on the same day, then the seniority of such appointees shall be made on the basis of the appointee's rank on the police department eligibility list.

Section 3

An employee shall lose all seniority if;

- (a) he/she is discharged for just cause and the discharge is upheld;
- (b) he / she fails to return to work upon expiration of a leave of absence without a written explanation which is acceptable to the Chief of Police.

Section 4

Said seniority period shall not include any time during which an employee was on a leave of absence. This provision shall be prospective from July 1, 1984.

Section 5

In the event the Town decides to reduce the number of employees, then the employee with the least police department seniority shall be laid off first. However, in the event of a recall to duty because of an enlargement in the number of police officers, which had been budgeted by the Town, a recall to duty shall be governed on the basis of any given employee who is last laid off being given the first opportunity for recall to duty. Strict department seniority shall rule.

ARTICLE V WAGES

Section 1

(a) Effective and retroactive to July 1, 2013 the salaries in effect on June 30, 2013 under each grade and for each step shall be increased by two percent (2%) per annum. Effective and retroactive to July 1, 2014, the salaries in effect on June 30, 2014 under each grade and for each step shall be increased by two percent (2%) per annum. Effective July 1, 2015 the salaries in effect on June 30, 2015 under each grade and for each step shall be increased by two and one-half percent (2.5%) per annum. Effective July 1, 2016 the salaries in effect on June 30, 2016 under each grade and for each step shall be increased by two and one-half percent (2.5%) per annum.

<u>Salary Schedule as of:</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>
Probationer	SEE ATTACHED ADDENDUM A			
Patrol Officer Step D				
Patrol Officer Step C				
Patrol Officer Step B				
Patrol Officer Step A				
Officer First Class				
Sergeant				
Lieutenant				

(b) For all Probationers, Patrol Officers, and Officers First Class, hired on or after July 1, 2013:

For Computational purposes, the hourly pay in effect on June 30, 2013, for the noted officers (Probationer, Patrol Officers in Steps A through D, and Officer First Class), who are hired on and after July 1, 2013, shall be adjusted by reducing each by the amount of one dollar (\$1.00) per hour. Then, effective July 1, 2013 the adjusted salaries of June 30, 2013 under each such grade and for each step shall be increased by two percent (2%) per annum. Effective July 1, 2014, the salaries in effect on June 30, 2014 under each such grade and for each step shall be increased by two percent (2%) per annum. Effective July 1, 2015 the salaries in effect on June 30, 2015 under each such grade and for each step shall be increased by two and one-half percent (2.5%) per annum. Effective July 1, 2016 the salaries in effect on June 30, 2016 under each such

grade and for each step shall be increased by two and one-half percent (2.5%) per annum.

<u>Salary Schedule as of:</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>
Probationer	SEE ATTACHED ADDENDUM A.1			
Patrol Officer Step D				
Patrol Officer Step C				
Patrol Officer Step B				
Patrol Officer Step A				
Officer First Class				

Section 2

Anything in Article IV, Section 2, to the contrary notwithstanding, newly hired employees (employees hired subsequent to the date of execution of this Agreement) shall serve a probationary period, for pay purposes only (that is, for receiving the hourly rates prescribed by Section 1 hereof), of six (6) months. Upon completion of the said six (6) month probationary period (for pay purposes only), the said newly hired employee-probationer shall be advanced to the "D" step of said Section 1 pay schedule. (Nothing in the previous sentence shall limit the right of the Town to terminate the employment of said newly hired employee-probationer, as indicated in Article XIII hereof.) Subsequent to the successful completion of the one (1) year probationary period prescribed by Article IV, Section 2, hereof, and upon the completion of twelve (12) months of employment, in pay status, from his/her date of hire as an employee covered by this Agreement, the said newly hired employee shall advance to the "C" step of the said Section 1 pay schedule. Thereafter, upon the completion of twenty-four (24) months and thirty-six (36) months, respectively, from the date of hire, in pay status, as an employee, as aforesaid, said newly hired employee shall advance to the "B" and "A" steps of said Section 1 pay schedule, respectively. Newly hired employees who have a minimum of five (5) years of prior experience as a certified officer in the state of Connecticut shall advance to the "A" step of said Section 1 pay schedule after completion of two (2) years of service with the Town of Middlebury.

Upon completion of eight (8) years from date of hire, an employee shall advance to Officer First Class of said Section 1 pay schedule.

Section 3

Effective the first pay period following ratification of this contract in 2010, employees working on the second or third shift (evening or midnight shift) shall receive a shift differential of fifty cents (\$.50) per hour.

Section 4

The canine officer shall be compensated for the "care" of the Department canine in the sum of one and one half times the minimum wage for one hour per day.

Section 5

The Town may institute bi-weekly payroll for all bargaining unit members, effective July 1, 2015.

ARTICLE V - A **PROMOTIONS AND APPOINTMENTS**

Section 1

Applicants for promotion in the police department of the Town of Middlebury shall submit to a competitive examination.

- (a) All examinations shall be conducted by an outside agency selected by the Police Commission. Promotional examinations will consist of written and/or oral components and a component consisting of a combination of other considerations which are to include experience and training and evaluations, which shall not comprise more than twenty-percent (20%) of the total examination grade. An eligibility list shall be created as a result of this examination.

The Union may submit suggestions to the Police Commission regarding the outside agency to be considered.

- (b) Any member of the department who has been a full-time Middlebury police officer (including probationary service) for at least five (5) years or more shall be eligible for appointment to the next highest rank or classification to that which he/she holds on the date said examination is given. If more than one vacancy occurs, such vacancies shall be filled by the eligible applicants. The examinations shall be mandatory for eligibility to all positions whether such position is now in existence or hereinafter created, except for the office of Chief of Police.
- (c) The Town shall keep a separate list of the eligible appointees from each examination provided for in subsection (a) hereof and, in the event that more than one vacancy is to be filled, the appointment of the eligible appointee shall be made in the order of grades attained on any such examination. The eligibility list kept by the Town for each examination shall remain in effect for a period of one (1) year. Commission may extend if necessary.
- (d) The Town and the Police Commission shall fill any and all vacancies which arise within the department from the eligibility list provided for in subsection (c) hereof within thirty (30) days from the date of said vacancy, if such list exists, except for the rank of Chief of Police.

Section 2

All newly promoted employees shall be subject to a probationary period of six (6) months. Any employee may be reduced to his/her previous rank during said six (6) month probationary period, in the sole discretion of the Town of Middlebury, and shall not have recourse to the grievance and arbitration provisions of the labor contract. Any employee promoted for a probationary period and found to be unsatisfactory during

such period shall be reinstated to his/her previous position or equivalent without loss of seniority, pension rights, rank, grade or salary of his/her previous position.

Section 3

Any employee who has satisfactorily completed his/her probationary period as a new member of the police department shall be entitled to the full rights of this Agreement.

Section 4

Nothing in this Article shall apply to the hiring process for beginning police officers in the Middlebury, Connecticut Police Department.

Section 5

The Town agrees that if any permanent position, or long term assignment, for Detective, Computer Specialist or other specialized, non-patrol activity is created as a position in the bargaining unit, the issues of wages, hours and conditions of employment for such position(s) shall be subject to Collective Bargaining. No such bargaining shall be required for any existing position or assignment in existence on the date of this agreement. The parties agree that the Town, through its Police Commission, has the right to assign and or remove officers from such positions or to eliminate such positions as the needs of the Police Department dictate. Permanent position, or long term assignment, means assignments of more than six-months in duration.

The Town shall not use consecutive temporary assignments to defeat the intent of this Section.

ARTICLE VI SPECIAL DUTY ASSIGNMENTS

Section 1

The terms "special police duty" or "extra police work," for the purpose of this Agreement, shall mean assignment for work during off-duty hours for some other party or entity other than the police department or other than the Town.

Section 2

All extra duty and assignments and rates shall be determined by the Union's committee.

Section 3

No employee shall perform extra duty or special duty work which has been deemed by the Chief of Police and or the Board of Police Commissioners as being unsuitable or detrimental to the police service or the image of the Middlebury Police Department.

Section 4

Extra duty may be withheld as a disciplinary measure and subject to the grievance and arbitration provisions of this Agreement.

Section 5

The Town, through its Police Commission, retains the right to determine what employees are best suited for discretionary training that is offered from time to time. Without limiting the discretion to make training assignments, the town agrees to make reasonable efforts to insure that educational or other discretionary training opportunities are made available to all employees on an equal and impartial basis.

ARTICLE VII **HOLIDAYS**

Section 1

The following days are designated as holidays and they shall be paid for at the employee's normal rate of pay for one (1) workday under the following conditions when not worked:

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

- (a) To qualify for the above (Section 1) holiday pay, the employee must be in pay status for the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday.
- (b) Holidays for the purpose of this Article VII shall mean the actual day on which the holiday occurs.

Section 2

Any employee who is scheduled to work on any of the holidays enumerated in Section 1 hereof, and does so work, shall receive his/her full holiday pay prescribed in Section 1 hereof, plus premium pay amounting to two (2) times his/her regular hourly rate of pay for the number of hours he/she worked on the holiday. If any employee must work a second shift (double) on any such holiday, he/she shall be paid at the rate of two (2) times his/her hourly rate for the number of hours he/she worked during said second shift.

Section 3

Employees shall have the option of not working scheduled holidays with full pay, but only if a full time or reserve officer is available to fill his/her shift. The supervisor attempting to fill a request for a Holiday off shall make a list of full-time and reserve officers contacted.

Section 4

If a holiday occurs during an employee's paid sick leave, injury leave or workers' compensation leave, he/she shall receive full holiday pay prescribed by Section 1 hereof for that day, but the day shall not be charged against his/her sick leave or injury leave allowance.

**ARTICLE VIII
VACATIONS****Section 1**

For the purpose of this Article VIII, the phrases "vacation time off" or "vacation" shall refer to annual leave with pay, which annual leave shall be paid for at the employee's normal rate of pay for one (1) workday for each day of such leave.

Section 2

The vacation period will commence as of the beginning of the Town's fiscal year, that is, from July 1 through the next subsequent June 30. Vacations shall be granted on the basis of employee preference, as indicated in Section 3 hereof, to the extent feasible. In the event of conflict, seniority will determine which employee receives a preference as to his/her vacation schedule.

Section 3

The schedule for vacations shall be posted in the day room not later than May 15 of each year. Every employee shall file a written request with the Chief, during the month of April each year, of his/her first and second choices for vacation during the next succeeding fiscal year. Any employee who fails to make his/her choice by May shall forfeit his/her vacation choice by seniority for the next succeeding fiscal year. Thereafter, vacation shall be granted by the Chief of Police on a first approved basis.

Section 4

Subject to the needs of the department as determined by the Chief, the following ground rules will apply in his determination as to granting the vacation preferences of the employees; two (2) employees may take their vacations in the same work period if they are on different shifts.

Section 5

Employees shall be granted vacation time off according to the following schedules:

- (a) An employee who has completed one (1) year of service from date of hire, in pay status, shall be entitled to vacation time off equivalent to two (2) workweeks. One (1) week may be taken after completion of six (6) full months of service and the second week within the fiscal year during

which he/she attains the first-year anniversary date of his/her date of hire.

- (b) An employee who has completed five (5) years of service from the date of hire, in pay status, but less than ten (10) years of service, in pay status, shall be entitled to vacation time of equivalent to three (3) workweeks within the fiscal year during which he/she attains the fifth-year anniversary date of his/her date of hire.
- (c) An employee who has completed ten (10) years of service, in pay status shall be entitled to vacation time of equivalent to four (4) work weeks within the fiscal year during which he/she attains the tenth (10th) year anniversary date of his/her date of hire. An employee shall receive an additional day of vacation for each year over (15) fifteen years up to maximum of five (5) work weeks or twenty-five (25) days.
- (d) For purposes of this Section 5, the phrase "years of service from date of hire" shall mean continuous, full-time employment service with the Town, provided the continuity of service shall not be considered to be broken if the employee's transfer to the police department from another Town department was effected within two (2) months of the date of termination from the other Town department, or the reason for the termination of the service with the other town department was not a voluntary termination on the part of the employee, but was due solely to a reduction in forces by that other Town department.

Section 6

As heretofore noted, an employee shall be granted vacation time off by seniority preference and by his/her preference subject to the demands of service to be determined by the Chief of Police. An employee must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Chief to take a lesser period of time as vacation time off. All vacations must be taken as earned, (with the exception of one (1) workweek per fiscal year which can be allotted to a vacation bank not to exceed four (4) workweeks, which can be used by the employee in total, at the discretion of the Chief of Police. An employee shall be paid for all accrued vacation time upon his/her termination from employment for any reason. An employee may be permitted to work his/her vacation; however, straight time shall be paid for such vacation time worked.

- (a) Vacation time of one (1) day may be granted to the employee upon request of the employee to the Chief of Police or his/her designated agent.

Section 7

Each employee who was an employee on January 1st, of the pertinent year shall be granted four (4) personal days as time off with pay within the subsequent fiscal year, subject to the demands of service as determined by the Chief of Police, provided that the employee is an employee as defined, in Article I, Section 1, hereof on the date of personal day and provided, further, that he/she has satisfactorily completed his/her probationary period as a new employee. A personal day may not be carried over to the following fiscal year. Except in an emergency situation, a request for a personal day

shall be made by the employee to the Chief of Police at least thirty-six (36) hours prior to the date of the requested personal day. One (1) additional day of personal leave shall be granted for the policemen's ball to the officers who are scheduled to work during the hours of the ball in order to attend the policemen's ball. It is the understanding of the parties that the fourth personal day is in recognition of the regular work schedule which police officers are required to work.

ARTICLE IX

SICK LEAVE

Section 1

For the purpose of this article, sick leave is defined as absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers' Compensation Act), or injury leave provisions of this Agreement, or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss in the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof.

Section 2

The Employer agrees to grant each employee a maximum of fifteen (15) workdays of sick leave per annum at one and one-quarter (1 1/4) days per month with a maximum accumulation of one hundred and seventy five (175) days.

Section 3

A medical certificate may be required by the Police Chief for a period of absence consisting of more than three (3) consecutive workdays. Upon voluntary termination after ten (10) years of service an employee shall receive payment for twenty-five (25%) percent of accumulated sick time. Upon retirement, an employee shall receive fifty (50%) percent of accumulated sick time.

Section 4

There shall be maintained by the police department a record for each employee of all sick leave accumulated and taken. Copies of such records shall be made available to the Union.

Section 5

When an employee reports off duty for sick leave he/she shall be credited with eight (8) hours pay for that time which shall be computed for a forty (40) hour work week.

Section 6

Any employee who is absent from work because of an illness or injury may be required to provide periodic medical verification of that illness or injury at the discretion of the Chief of Police or Police Commission, but not more often than every thirty (30) days.

Section 7

Any employee absent from work because of illness or injury for a period in excess of thirty (30) days may be required by the employer to submit to an independent medical examination by a physician selected by the employer, and at the expense of the employer, for the purpose of determining whether the claimed illness or injury exists.

**ARTICLE IX - A
INJURY LEAVE****Section 1**

Each employee who is injured or disabled in the performance of his/her job duties shall be entitled to injury leave with full pay from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first.

Section 2

Full pay shall mean the salary to which the employee is entitled to receive on his/her regular pay period.

Section 3

The town shall pay the hospital, medical and drug expenses of each employee who is injured or disabled in the performance of his/her job duties, provided that the injury is reported within twenty-four (24) hours of the time the employee becomes aware of said injury.

Section 4

Notwithstanding any provision of Section 3 of this article to the contrary, and for the purpose of Section 1 of this Agreement hypertension or heart disease resulting in total or partial disability or death to an employee in the department shall be presumed to have been suffered in the performance of his/her duties.

Section 5

To determine if an injury classifies as "job related," the decision of the Connecticut Workers' Compensation Commissioner shall rule unless overruled by a court of law.

Section 6

An employee out due to job injury or job-related sickness shall not be charged with sick leave or any other time earned as leave. Employees out on injury leave shall earn all holidays, vacation time and seniority while out on such injury leave. Holiday time for the clarification of this section shall be defined according to this Agreement.

Section 7

Employees' pay under this section shall be workers' compensation and Town pay to total the regular base weekly pay for the individual involved, except that no employee

shall be compensated for the difference between workers' compensation and their regular base weekly pay unless said employee shall execute an Agreement whereby the Town will be reimbursed for any moneys paid in excess of workers' compensation benefits if said employee recovers from any third party regarding the injury for which that employee is absent from work.

ARTICLE X SPECIAL LEAVE

Section 1

Special leave without pay may be granted to any employee for any emergency for which other time is not available or for which the employee does not have any earned time accumulated, solely at the discretion of the Chief of Police. The Chief of Police will determine the conditions of the special leave.

The parties agree that the State of Connecticut and Federal statutes pertaining to the Family and Medical Leave Acts apply to the members of the bargaining unit.

ARTICLE XI FUNERAL LEAVE

Section 1

In each instance encountered, an employee shall be granted leave without loss of pay, to be called funeral leave, in the event of a death in the employee's immediate family, provided:

- (a) there is notification to his/her supervisor
- (b) the "immediate family" shall be defined to mean father, mother, husband, wife, civil union partner, son, daughter, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents and grandchildren.
- (c) the purpose of time off with pay is to attend the funeral ceremony.

Section 2

Compensation for absence for funeral leave for each day for which compensation is authorized shall be paid at the employee's regular hourly rate and for not more than (8) hours of pay for each day of authorized funeral leave, and payment for funeral leave for absence on account of death of an "immediate family member" (defined in Section 1 hereof) shall not exceed either four (4) calendar days or the day beyond the date of the funeral ceremony, whichever first occurs. An employee shall not be compensated for absence for claimed funeral leave on a day (or days) when the employee is not scheduled to work because the employee's work schedule for that workweek did not require him/her to work on one or more of the days between the date of death of the date of burial.

Section 3

Additional reasonable time off shall be granted for out-of-state deaths as defined in Section 1 and shall, at the option of the employee, be credited to sick leave, with the approval of the Chief of Police.

ARTICLE XII

CLOTHING AND EQUIPMENT

Section 1

All uniformed police officers of the Middlebury Police Department shall receive without cost (these items shall be supplied on an "as-needed" basis, bearing in mind reasonable wear and tear):

- (a) five (5) long sleeve and five (5) short sleeve shirts;
- (b) one (1) summer and one (1) winter hat;
- (c) two (2) pairs of winter and two (2) pairs of summer trousers;
- (d) one (1) blouse;
- (e) one (1) raincoat, hat, cape and boots as needed to replace worn-out items;
- (f) one (1) winter coat;
- (g) issued duty weapon, ammunition, holster and belt as needed
- (h) holster belt two and one-quarter (2 1/4) inches wide;
- (i) handcuffs and case;
- (j) bullet case;
- (k) three (3) snap-on ties;
- (l) flashlight and batteries as needed;
- (m) one (1) pair of winter gloves;
- (n) one black military sweater.
- (o) one (1) pair of black leather shoes, cost of which shall not exceed two hundred and fifty dollars (\$250.00) or a contribution of that amount toward a pair of shoes costing more.
- (p) One (1) bulletproof vest, which shall be replaced every five (5) years.
- (q) One Hi-vis Shirt

Section 2

In addition, the Town agrees to pay a clothing allowance of two hundred dollars (\$200.00) in each fiscal year to any employee who is required to wear civilian clothes, on a special police assignment, for more than sixty (60) days in any fiscal year.

Section 3

The Town shall pay for all cleaning of uniforms and shall have sole discretion as to the cleaning contractor, and other details as to administration of said service. All employees recognize the purpose of said payment and service is to insure a neat appearance and conformance with existing dress codes or those to be enacted by the Chief of Police in the future.

Section 4

Each employee shall be held strictly accountable for the maintenance, cleanliness and good repair of all vehicles, clothing and equipment issued to him/her. Each employee shall report for work in a clean and neat uniform, with shoes shined and all brass as polished as can be. When reporting for duty each employee shall be cleanly shaven with hair properly groomed and otherwise neat in personal appearance.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1

The purpose of this grievance procedure shall be to attempt to settle employee grievances on as low as administrative level as possible so as to attain efficiency and to maintain, at a high level, employee morale.

Section 2

A grievance shall be defined as a dispute between the Town and an employee or the Town and the Union involving an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement or of the Rules and Regulations of the Middlebury Police Department enacted simultaneous with the ratification of this agreement, or alleged racial or sexual discrimination or unhealthy and/or unsafe working conditions.

Section 3

Any grievance as defined herein shall be processed in accordance with the following procedure. An employee may use this grievance procedure with or without the Union's assistance. In the event an employee does process a grievance through one or more of the steps provided herein prior to seeking the Union's aid, then the Union may, at its discretion, process the grievance commencing at the next succeeding step subsequent to the last step which the employee had utilized.

Step 1:

Any employee who has a grievance shall reduce the grievance to writing and, within fifteen (15) days from the date the grievant knew or should have known of the occurrence giving rise to the grievance, shall submit it to the Police Chief, who shall use his/her best efforts to settle the dispute. The Police Chief's decision shall be submitted in writing to the aggrieved employee and his/her representative (if he/she is represented) within five (5) working days of the receipt of the grievance by the Police Chief. Any grievance submitted shall contain the specific violations claimed and the specific sections of the labor contract claimed to have been violated.

Step 2:

If the employee and his/her representative are not satisfied with the decision rendered by the Chief of Police, or in the event that this is a grievance which has been filed by the Union, the employee or his/her representative (or the Union) shall submit the grievance in writing to the Police Commission within seven (7) calendar days of the receipt of the Police Chief's Step 1 answer, or within thirty (30) days of the occurrence of the alleged grievance if it is an Union

grievance. Such Commission shall hear the grievance at its next regularly scheduled Commission meeting. In the event the grievance is filed with the Police Commission within ten (10) days prior to its next regularly scheduled meeting, then it shall be heard at the meeting following the next regularly scheduled meeting. The Commission shall reduce its decision to writing, which shall be forwarded to the employee and his/her representative or to the Union within two (2) weeks of the date of the hearing before the Police Commission. However, in the event a stenographic recording of the Police Commission hearing is made, then the decision of the Police Commission shall not be due until four (4) weeks subsequent to the date of the completion of the hearing before the said Commission.

Step 3:

In the event the grievance consists of an alleged violation or misapplication or misinterpretation of a specific provision of this Agreement, then either the Union or the Town may submit the matter to the Connecticut State Board of Mediation and Arbitration to provide arbitration service. The request for arbitration service shall be made to the said State Board of Mediation and Arbitration, in writing with a copy to the other party, within one (1) week and (seven (7) days) subsequent to the issuance of the written decision of the Police Commission.

The decision of the arbitrator, or of the arbitration panel, in Step 3 hereof shall be final and binding on both parties, subject to appeal to the superior court, in accordance with the provisions of the Connecticut arbitration statute. The fees of the arbitrator, or the arbitration panel, if any, shall be borne of the arbitration panel, shall be limited to the interpretation and application of the provisions of this Agreement. Said arbitrator, or arbitration panel, shall have no authority to add to, or subtract from the terms and provisions of this Agreement.

Section 4

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step of the procedure at his/her or its own expense.

Section 5

Time extensions beyond those stipulated in this article may be arrived at by mutual agreement of the parties.

Section 6

If the Town fails to meet and/or to answer any dispute within the prescribed time limits as herein provided, notwithstanding Section 6 of this article, such dispute may be processed to the next step.

**ARTICLE XIV
DISCIPLINARY ACTION**

Section 1

No permanent employee shall be removed, dismissed, discharged, suspended, fined or reduced in rank except for just cause. Discipline shall be progressive. Any such discipline imposed shall be subject to the grievance procedure, except that any new probationary employee may be terminated at the sole discretion of the Town during the probationary period.

Section 2

Work now grieve later. The parties recognize that a Police Department is a quasi military organization, and it is the duty of every member to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedures invoked later. Any member of the Middlebury Police Department who fails to carry out orders or comply with rules, regulations or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced in writing as soon as practical.

Section 3

Suspension with pay pending investigation. If deemed necessary for the interests of the Middlebury Police Department the Chief of Police may, pending investigation of a complaint of serious misconduct which if sustained, constitutes grounds for dismissal, including allegations of criminal conduct, place the employee on suspension with pay for a period not to exceed ten (10) working days. The time line may be extended by mutual agreement.

If at the conclusion of a suspension under this section an employee is acquitted or not prosecuted or not disciplined, the employee shall be reinstated. In lieu of a suspension with pay, the Chief of Police may suspend an employee's police powers when the nature of the alleged offense in his/her view warrants such action or where the employee's mental or physical fitness for duty is in question. An employee so suspended shall be assigned duties, which do not require the exercise of police power. Employees so suspended shall not hold themselves out as Middlebury Police Officers.

Section 4

Fitness for duty. The parties intend that a dispute over whether an employee is mentally or physically competent to perform his/her assigned duty shall not be considered as disciplinary issue but shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician mutually selected through negotiation, specializing in the area of dispute, as, for example, an orthopedic specialist or psychiatrist. The Town of Middlebury shall pay the costs for the arbitrator. Physical fitness, as described in this article, does not include weight requirements, which are the subject of Article XXII.

Section 5

All records pertaining to an employee's work history shall remain in his/her file as required by law. All records of disciplinary action shall be placed in an employee's personnel file, however, if after eighteen (18) months the employee has not been the subject of further disciplinary action, the employee may petition the Police Commission

to cause said record to be removed from his/her personnel file. This provision is subject to Freedom of Information and other State Statutes.

ARTICLE XV **INSURANCE, HEALTH AND WELFARE**

Section 1

The Town agrees to continue to pay and provide for the benefit of employees covered by this Agreement group life insurance in an amount equal to one and one-half (1 1/2) times each employee's gross wages.

Section 2

ACTIVE EMPLOYEES HIRED BEFORE JULY 1, 2013: The Town agrees to provide health insurance coverage, dental insurance coverage, and vision/optical coverage for each employee and his/her dependents, which coverage shall be "substantially equivalent" to the coverage in effect under the plan in place at the beginning of this agreement, (e.g. Ameritas Life Insurance Corp's Group Dental plan, as to dental insurance). The following paragraphs in this section shall be read as subject to this provision, regardless of phraseology used therein.

During the term of this contract the Town will offer two choices of health insurance coverage. The Town will continue to offer the Anthem Lumenos plan as upgraded to include coverage for TMJ services, orthotics and the elimination of the out-of-network lifetime cap, so as to make this health insurance offering equal to coverage in effect under the Anthem Century Preferred Plan, or a plan with substantially equivalent coverage, and shall offer the Anthem Century Preferred plan, or a plan with substantially equivalent coverage.

Subject to the Town's budgeting process, and the Insurer's ability to schedule an open-enrollment, Employees will be able to exercise their choice of health insurance plans annually in February or March.

For the duration of the contract, the Town agrees to fully subsidize and fund the deductible of the Anthem Lumenos Plan for each employee who elects such plan.

During the term of this contract, active employees, who were employees on June 30, 2006, shall pay eight percent (8%) of the total cost of health coverage, dental insurance coverage, and vision/optical coverage for the employee and his / her dependents. Employees hired into the bargaining unit on or after July 1, 2006 shall pay eleven percent (11%) of the total cost of health coverage, dental insurance coverage, and vision/optical coverage for the employee and his / her dependents.

Section 3

ACTIVE EMPLOYEES HIRED ON OR AFTER JULY 1, 2013: The Town agrees to provide health insurance coverage, dental insurance coverage, and vision/optical coverage for each employee and his/her dependents, which coverage shall be "substantially equivalent" to the coverage in effect under the plan in place at the beginning of this agreement, subject to the remaining paragraphs in this section.

The Town agrees to provide health insurance coverage for each employee, hired on or after July 1, 2013, and his/her dependents, which coverage shall be "substantially equivalent" to the coverage currently in effect, through the Anthem Lumenos HSA Plan as upgraded to include coverage for TMJ services, orthotics and the elimination of the out-of-network lifetime cap. For the duration of the contract, the Town agrees to pay 100% of the deductible of the Anthem Lumenos HSA Plan for each such employee.

Employees hired into the bargaining unit on or after July 1, 2013 shall pay eleven percent (11%) of the total cost of health coverage, dental insurance coverage, and vision/optical coverage for the employee and his / her dependents.

Section 4

RETIRED EMPLOYEES: The Town shall provide and pay for all regularly retired employees who retire after July 1, 1987 or employees who retire with a job-related disability of fifty percent (50%) or more, and their dependents, health insurance coverage, which coverage shall be "substantially equivalent" to the coverage provided to bargaining unit members.

Retirees who were hired on and after July 1, 2013, and their dependents, shall be entitled to health insurance coverage, which coverage shall be "substantially equivalent" to the coverage provided to active employees, who were hired on and after July 1, 2013.

Employees who retire on or after July 1, 2010, and who were active employees on June 30, 2006, shall pay eight percent (8%) of the total cost of health coverage and dental insurance coverage for the employee and his / her dependents. Employees hired into the bargaining unit on or after July 1, 2006, and who retire on or after July 1, 2010, shall pay eleven percent (11%) of the total cost of health coverage and dental insurance coverage for the employee and his / her dependents upon their retirement. Despite the aforementioned cost share percentages, in no event shall an employee hired prior to July 1, 2013 be required to pay more than four thousand dollars (\$4,000.00) annually towards the total cost of retiree health coverage and dental insurance coverage for the employee and his / her dependents.

Retired employees who are eligible for Medicare shall have Medicare as their primary health insurance and the coverage provided by the Town shall be secondary.

The parties to this agreement understand that Medicare enrollees may not participate in a Health Savings Account such as the Anthem Lumenos Plan and that a plan such as the Anthem Preferred Plan must be offered to Medicare enrollees as secondary health insurance.

The Town shall continue to honor all existing agreements with already retired employees regarding dental insurance coverage. Any employee who retires during the term of this agreement shall be provided dental insurance coverage which coverage shall be substantially equivalent to the dental insurance coverage provided to active employees. The Town will not be obligated to provide vision/optical coverage for retired employees.

Section 4

Any employee, or retired employee, who chooses not to subscribe to the Health benefits as set forth above shall be paid a stipend in the sum of \$1750.00 per annum, pro rated for the period of time such benefits are not received. Any such employee opting to be reinstated to health insurance coverage shall reimburse the Town on a pro-rata basis for any period of time for which that employee was paid the stipend.

Section 5

Any questions concerning the interpretation and the related matters of insurance, including Anthem policies, will be determined by the master policy issued by the appropriate insurance carrier, including Anthem. Disputes concerning the interpretation of the extent of benefits and the application of benefits will be determined by reference to the master policy or subscriber agreement issued by the applicable health, dental or vision carrier.

**ARTICLE XVI
PENSIONS**

Section 1

The Town agrees to maintain in effect for the duration of this Agreement the Town of Middlebury Retirement Plan dated July 1, 1967, as amended on July 1, 1995 and to further amend the Retirement Plan to provide that employees retiring after twenty (20) years shall receive credit for two and one half percent (2.5%) of the average pay per year of service for the first twenty years of service and two percent for years 21 through 30 with a maximum benefit accrual of seventy (70%) percent. An employee terminating service prior to serving twenty (20) years shall receive the existing two (2%) percent per year credit.

Section 2

The employee contribution to the Middlebury Retirement Fund shall be four and six tenths percent (4.6%), for the duration of this agreement.

Section 3

Defined Contribution Pension Plan: Those employees hired on or after July 1, 2013 shall become members of the Middlebury Defined Contribution Plan as developed by the Middlebury Retirement Plan Committee, as approved at a Town Meeting on August 25, 2011. The Town shall provide long-term disability insurance for each of said employees.

**ARTICLE XVII
NO STRIKE NO LOCKOUT**

Section 1

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work or any unauthorized (by the Chief of Police or the Board of Police Commissioners) unilateral speed-up or increase in work productivity by an employee or employees or by the Union, nor shall there be any lockout by the Town in any part of the Town's operation covered by this Agreement.

Section 2

Nothing shall abridge the rights of any representative of the Union to present the views of its members in relation to this Agreement.

- (a) There shall be no discrimination against any employee because he/she has given testimony or taken part in a grievance procedure or other hearing, negotiations or conferences for or on behalf of the Union or any employee.

Section 3

No ordinance, rule regulation or policy shall govern any outside activity of the employee, unless such activity is found to be illegal or unless such outside activity endangers his/her own safety, the safety of his/her fellow workers, the safety of the public, or it is such conduct which brings the department into disrepute or reflects discredit upon the officer as a member of the department, or that which impairs the operation or efficiency of the department or officer.

Section 4

No employee who is absent from work and receiving sick pay or compensation pay from the town shall actively engage in any other employment, either for another employer or as a self-employed individual. Any violation of this provision shall subject that employee to a denial by the Town of sick pay or injury leave wages and benefits for each day such employee was so engaged.

ARTICLE XVIII SAVINGS CLAUSE

Section 1

The Town shall retain all rights it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged by this Agreement.

- (a) No management right shall be used to discriminate against an employee because of his/her race, sex, color, religious creed, national origin or political and Union affiliation, and provided that it shall be used to affect the seniority of the employee as defined in the provisions of this Agreement.

Section 2

All benefits, rights and privileges enjoyed by the employees prior to entering into this Agreement which are not specifically provided for or which are not relinquished or

abridged by or in conflict with the other provisions of this Agreement are hereby made a part of and protected by this Agreement.

Section 3

Except as otherwise limited by an expressed provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE XIX **MISCELLANEOUS**

Section 1

The Town, acting by and through the Chief of Police, will continue during the term of this Agreement the current policy of granting an employee a meal break of up to one (1) hour and a coffee break of up to fifteen (15) minutes during the employee's normal tour of duty. During these breaks, the employee shall continue to remain on call.

Section 2

Effective upon the signing of this Agreement, Union officers and delegates shall be given the opportunity to take time off without loss of pay during their otherwise regularly scheduled workday, in each fiscal year, to attend a maximum of two (2) Union or affiliate organization meetings or seminars of not more than two (2) days' duration, which may be attended by not more than one (1) employee on any given workday. If a Union officer and/or delegate attends any such meeting of not more than two (2) days' duration during any day or days on which he/she is not scheduled to work, then he/she shall not be entitled to make any claim for compensation or wages from the Town.

Section 3

The Town agrees that no employee shall be required to use his/her private motor vehicle to respond to or during the course of an emergency call or emergency situation, except to report to police headquarters.

- (a) All employees shall be considered as on duty from the time a call for assistance is given and shall come under Town insurance coverage from the time of the call.

ARTICLE XIX-A **SAFETY CLAUSE**

Section 1

In order to protect the health and safety of the employees in the bargaining unit, and to effectively perform our obligation, the minimum number of full-time police officers on duty during shifts designated as afternoon or evening shifts at all times shall be two (2).

Section 2

In the event that manpower shall fall below the minimum manpower strength as provided in Section 1 of this Article such shortages shall be filled by overtime work in accordance with this Agreement. However, on such evening shift where the Town has scheduled a Supervisor (Sergeant or Lieutenant) in addition to the two (2) full-time patrol officers, and a scheduled patrol officer "books off" sick or fails to work for any other reason, the Supervisor may assume one of the two patrols and there will be no requirement for the Town to fill that shift with an overtime officer.

Section 3

Two (2) police officers shall be assigned between (0001 hours and 0600 hours) with a minimum of one full-time officer on duty. In the event a Reserve Officer is not available then the next full-time police officer will be called.

Section 4

The Town shall fill the day shift with two (2) full-time patrol officers. However, on such day shifts where the Town has scheduled a Supervisor (Sergeant or Lieutenant) in addition to the two (2) full time patrol officers and a scheduled patrol officer "books off" sick or fails to work for any other reason, the Supervisor may assume a patrol and there will be no requirement for the Town to fill that shift with an overtime person.

ARTICLE XIX-B EDUCATIONAL INCENTIVE

Section 1

Effective July 1, 1987, there shall be added to the then effective annual base salary of each employee the following amounts of money in connection with the incentive program regarding participation in college programs in, and obtaining degrees in, the fields of police science or police administration or criminal justice or business administration or management or an allied program of study in the law enforcement field. If on that day, or any of the subsequent effective dates, an employee holds the following noted degree or college credits in police science or police administration or business administration or management or criminal justice or an allied program of study in the law enforcement field from an accredited college or university, then the following sums shall be added annually to his/her then effective annual base salary as heretofore stated:

<u>Degree and/or Credits</u>	<u>Annual Dollar Amounts</u>
Bachelors Degree	650

60 Credits or Associate's Degree	400
30 Credits	300
EMT Certification	350

The "annual dollar amounts" heretofore stated shall be payable as of the dates hereinafter noted, during the months hereinafter noted, in an amount equal to one-half (1/2) of the said "annual dollar amounts" if, as of the dates hereinafter noted, the employee has attained the requisite degree of credits.

December 1, payable during the month of December.

June 1, payable during the month of June.

ARTICLE XX

POLICE OFFICER'S BILL OF RIGHTS

Section 1

Whenever a law enforcement officer of the Town of Middlebury is under investigation or subjected to interrogation by members of his/her agency, or any agency in conjunction with his/her agency, for any reason which could lead to suspension, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted as nearly as is practicable under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
- (b) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation and of the interrogating officer(s).
- (c) Whenever the interrogation relates to the officer being formally charged with a criminal offense, at the request of the law enforcement officer under interrogation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation.
- (d) No complaint by a civilian against a police officer shall constitute cause for discipline unless such complaint is reduced to writing and signed and sworn to before an official authorized to administer oaths by said complainant. Prior to a disciplinary hearing, which is based upon the complaint of a civilian, a copy of all such written complaints will be submitted to the employee so charged, upon his/her request. Nothing in this article shall prevent the Chief of Police from conducting an investigation, which originates as a result of civilian complaint.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are reasonably necessary.

(f) If the law enforcement officer under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation

ARTICLE XXI EVALUATIONS

Section 1

The performance of each member of the bargaining unit shall be evaluated annually. This evaluation, to be conducted by the Chief, shall serve as a departmental measurement of performance. Performance evaluation shall be based on work performance. Performance evaluation shall be conducted at least once a year. These evaluations shall be considered for promotions and other special assignments. If the evaluation is to be used for disciplinary purposes it shall be subject to the grievance procedure.

ARTICLE XXII PHYSICAL FITNESS AND WEIGHT REQUIREMENTS

1. Effective July 1, 1984 all employees shall be required to maintain height-weight standards related to the ages of the employee concerned as set forth in the height-weight schedule attached to this Agreement.

2. Commencing on March 1, 1985 and each March 1 thereafter, each employee shall be given an advisory weigh-in by the Department. Commencing September 1, 1985 and on each September 1 thereafter, each employee shall be given a weigh-in to determine whether or not the employee has maintained the height-weight standard related to the employees age.

3. In no event shall any employee be discharged for the failure to maintain the attached height-weight standards, and the town shall be required to utilize a system of progressive discipline including verbal warning and written warning prior to any suspension hereunder.

No employee shall be disciplined for weighing less than the standard attached.

Each employee who is a member of the bargaining unit on May 1, 1984 shall be exempt from the standards set forth except that each such employee shall submit to an advisory weigh in, and their weight recorded, by the Chief of Police not later than June 30, 1984. On September 1, 1984 and each September 1 thereafter, all such employees (who were members of the bargaining unit on May 1, 1984) shall be given a weigh in to determine their weight at that time. Any such employee whose weight exceeds the height-weight requirements as of June 30, 1984 shall not be subject to progressive discipline, as described in paragraph 3, unless their weight is greater than 5% above that which was recorded at the time of their first weigh in.

4. No employee of the Middlebury Police Department shall smoke cigarettes or other tobacco products, on duty, except in a designated area at Police Department Headquarters. The Town shall utilize a system of progressive discipline including verbal warning and written warning prior to any suspension hereunder.

ARTICLE XXII **EMPLOYEE DRUG TESTING**

I. SCOPE OF PROGRAM

The Drug Testing Program outlined herein shall apply to all bargaining unit members.

II. DRUGS TO BE TESTED

Drugs for which officers can be tested are: amphetamines, marijuana, opiates, cocaine and phencyclidine (PCP).

III. DEFINITIONS

Specimen / sample – Urine shall be the sample

Reasonable suspicion – the reasonable suspicion standard for drug testing will be based upon specific objective facts and reasonable inferences drawn from those facts that a particular officer may be involved in the use of a drug prohibited by this program.

Laboratory - Must be certified by the Federal Department of Health and Human Services under the mandatory guidelines for federal workplace drug testing programs.

IV. REASONABLE SUSPICION TESTING STANDARD

An employee will be subjected to drug testing if the Chief of Police determines reasonable suspicion exists.

A determination of the existence of reasonable suspicion may consist of observable phenomena such as direct observation of illegal use or possession of drugs prohibited by this program and / or the physical symptoms of being under the influence of a drug prohibited by this program.

Reasonable suspicion may also be found if a documentable pattern of abnormal or erratic behavior is observed while the officer is on duty.

Reasonable suspicion may also be shown by an arrest, indictment or conviction or the identification of an employee through an affidavit in a criminal investigation that the employee is directly or indirectly involved in a criminal investigation into illegal drug use or trafficking.

Reasonable suspicion may also be shown by repeated violations of the Department's rules and regulations determined by the Chief of Police to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug use.

No officer shall be subject to testing more than three times in any contract year.

V. PROCEDURE FOR TESTING

- A. The Chief of Police shall document, in writing, all circumstances, information and facts leading to and supporting his / her suspicion. The report will include appropriate dates and times of the suspected behavior, reliable / credible sources of information, rationale leading to referral for testing and action(s) taken.
- B. The Union will be notified immediately when a determination of reasonable suspicion is made and will be provided all documentation regarding that determination.
- C. An employee's refusal to submit to a test when directed to by the Chief of Police will constitute insubordination and the employee will be subject to discipline. In addition, an employee will be required to read and sign a consent to release form authorizing the collection and analysis of a specimen and the release of the test results to the Police Department. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline.
- D. In those cases where the Chief of Police determines that the employee's condition or behavior causes a potential threat of harm to him or herself or others, the employee will be immediately escorted to the collection facility and where there is no other misconduct resulting in suspension the employee shall be placed on paid administrative leave.
- E. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Chief of Police to advise the employee of such decision and to provide for an escort of the employee to the collection facility. The Chief of Police may assign a supervisor to escort and remain with the employee at the collection facility until testing is concluded.
- F. At the time of the drug test, the employee's urine sample will be divided into two collection bottles.
- G. At the time the urine sample is provided, the employee shall also provide a confidential, written statement as to whether he / she is using any prescription drugs. If the test is positive, the employee must present evidence of the use of prescription drugs, which shall include all written confirmation from the employee's prescribing physician, and copies of the prescriptions.

VI. MEDICAL REVIEW OFFICER

All drug test results will be communicated by the laboratory to a physician designated by the Police Commission as the Medical Review Officer. The Medical Review Officer will notify the Department directly if an officer's test result is negative. If the test result is positive, the Medical Review Officer will contact the officer to discuss the test, to

determine if the positive result is valid and to notify the officer that he / she has 72 hours to request a test of the split specimen. If, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the officer, the Medical Review Officer shall contact the Chief of Police, who shall direct the officer to contact the Medical Review Officer within 24 hours. The Department will be informed that the individual has tested positive or negative. If the test is positive, the identity of the specific drug(s) involved, as well as other information regarding the test, will be disclosed to the Department by the Medical Review Officer. A positive drug test shall have a confirming test known as a gas chromatography and Mass spectrometry test, commonly known as a GC/MS test.

VII. POST-INCIDENT DRUG TESTING

- A. An employee may be subject to an immediate post-incident drug test when involved in:
 - a. Any on-duty incident, which results in the death of a person.
 - b. Any incident in which the employee causes any physical injury or damage to property in excess of \$2,500.00.

VIII. PROCEDURES FOR DRUG TESTING

The procedure for testing of the samples will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing.

IX. CONSEQUENCES OF A POSITIVE TEST

Any test, which indicates a positive presence of any prohibited drug under this program, may result in the initiation of disciplinary action.

X. TREATMENT OF CHEMICAL DEPENDENCIES


The Department will assist employees with chemical dependencies (drug or alcohol) who voluntarily seek treatment and / or rehabilitation.


XI. ARBITRATION

The provisions of the Article are subject to review under the grievance procedure.

**For the Town of Middlebury,
Connecticut**

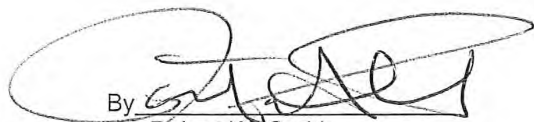
For the Union

By 
Edward B. St. John
First Selectman


By 
Officer William Kalvaitis, President
Middlebury Police Unit

Date 1-5-2015

Date 12/20/14

By 
Robert W. Smith
Attorney for the Town

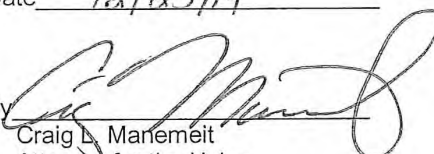
Date 1-5-2015

By 
Officer Kathy Blick
Bargaining Team

Date _____

By 
Kevin E. Boyle, President
UPSEU

Date 12/23/14

By 
Craig L. Manemeit
Attorney for the Union

Date 10/23/14

ADDENDUM A

Officers Hired Before 7/1/2013

Wages for 2013-2017 Police Contract

	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17
Percentage Increase		2%	2%	2.50%	2.50%
Salary Schedule as of:	Effective 6/30/13 with reopener additions	Effective 7/1/13	Effective 7/1/14	Effective 7/1/15	Effective 7/1/16
Probationer	\$24.85	\$ 25.35	\$ 25.86	\$ 26.51	\$ 27.17
Patrol Officer Step D	\$26.59	\$ 27.12	\$ 27.66	\$ 28.35	\$ 29.06
Patrol Officer Step C	\$27.20	\$ 27.74	\$ 28.29	\$ 29.00	\$ 29.73
Patrol Officer Step B	\$28.74	\$ 29.31	\$ 29.90	\$ 30.65	\$ 31.42
Patrol Officer Step A	\$30.76	\$ 31.38	\$ 32.01	\$ 32.81	\$ 33.63
Officer First Class	\$31.70	\$ 32.33	\$ 32.98	\$ 33.80	\$ 34.65
Sergeant	\$33.49	\$ 34.16	\$ 34.84	\$ 35.71	\$ 36.60
Lieutenant	\$36.53	\$ 37.26	\$ 38.01	\$ 38.96	\$ 39.93

ADDENDUM A.1

Probationers, Patrol Officers, and Officers First Class Hired On Or After 7/1/2013

Wages for 2013-2017 Police Contract

	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17
Percentage Increase		2%	2%	2.50%	2.50%
Salary Schedule as of:	Effective 6/30/13 with \$1 reductions	Effective 7/1/13	Effective 7/1/14	Effective 7/1/15	Effective 7/1/16
Probationer	\$23.85	\$ 24.33	\$ 24.82	\$ 25.44	\$ 26.08
Patrol Officer Step D	\$25.59	\$ 26.10	\$ 26.62	\$ 27.29	\$ 27.97
Patrol Officer Step C	\$26.20	\$ 26.72	\$ 27.25	\$ 27.93	\$ 28.63
Patrol Officer Step B	\$27.74	\$ 28.29	\$ 28.86	\$ 29.58	\$ 30.32
Patrol Officer Step A	\$29.76	\$ 30.36	\$ 30.97	\$ 31.74	\$ 32.53
Officer First Class	\$30.70	\$ 31.31	\$ 31.94	\$ 32.74	\$ 33.56

SIDE LETTER TO CONTRACT BETWEEN TOWN OF MIDDLEBURY
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION/COPS DIVISION,
MIDDLEBURY POLICE UNIT

Pay Scale

At such time as Paul Pellitier (currently a reserve officer) is hired as a full time Patrol Officer, and becomes a member of the Bargaining Unit, he shall receive pay in accordance with Schedule A of the parties contract of July 1, 2013 to June 30, 2017.

Dated at Middlebury, Connecticut, this day of , 2014.

UNITED PUBLIC SERVICE EMPLOYEES
UNION/COPS DIVISION


WILLIAM KALVAITIS
PRESIDENT

THE TOWN OF MIDDLEBURY,
CONNECTICUT


EDWARD B. ST. JOHN
FIRST SELECTMAN


CRAIG L. MANEMEIT
ATTORNEY FOR THE UNION


ROBERT W. SMITH
ATTORNEY FOR THE TOWN

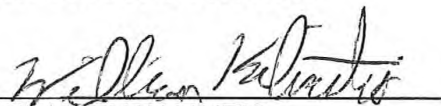
MEMORANDUM OF UNDERSTANDING - EXTRA DUTY RATES AND
SURCHARGES

BETWEEN TOWN OF MIDDLEBURY
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION/COPS DIVISION,
MIDDLEBURY POLICE UNIT


The parties agree that, during the term of their July 1, 2013 to June 30, 2017 Collective Bargaining Agreement, the extra duty rates and surcharges will not be increased in the first two contract years, and will not be increased by more than 5% in each of the final two contract years.

The parties further agree that a certain Memorandum of Understanding dated February 14, 2013, entered in settlement of SBMA Case No. 2013-A-0114, is no longer applicable and shall not be used by either party, in any proceedings currently pending or filed hereafter (in any forum), to assert any particular interpretation of any of the provisions of the parties Collective Bargaining Agreement.

UNITED PUBLIC SERVICE EMPLOYEES
UNION/COPS DIVISION


WILLIAM KALVAITIS
PRESIDENT

THE TOWN OF MIDDLEBURY,
CONNECTICUT


EDWARD B. ST. JOHN
FIRST SELECTMAN


CRAIG L. MANEMETT
ATTORNEY FOR THE UNION


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ATTORNEY FOR THE TOWN