

MEMORANDUM OF AGREEMENT

-between-

Danbury Police Union, Hat City Local, CACP

-and-

CITY OF DANBURY

The parties to this Agreement are Danbury Police Union, Hat City Local, CACP ("Union") and the City of Danbury ("City").

WHEREAS, the collective bargaining agreement ("Contract") for employees represented by the Union expired on June 30, 2017; and

WHEREAS, the Union and the City have agreed to extend the expired Contract to cover the period July 1, 2017 through June 30, 2021, with certain changes;

NOW, THEREFORE, the Union and the City agree to modify the Contract as follows:

1. Article 5, Work Assignments - Special Service

Section 5.3 shall be modified to state as follows:

Employees working on Extra Duty assignments other than traffic duty shall be paid an hourly rate of fifty-eight dollars (\$58.00) per hour with a minimum payment of four (4) hours. For assignment to jobs whose primary purpose is traffic duty, employees shall be paid an hourly rate of one and one-half (1.5) times the top grade straight time hourly rate of a Police Officer and there shall be a minimum of eight (8) hours if over four (4) hours; however, the rate shall be double-time on holidays. Designation of a job as "traffic duty" must be approved in advance by the Chief or his designee.

2. Article 16, Article 41 and Article 50, Wages:

The wage schedules/wage rates effective July 1 of 2015 and 2016 shall be deleted from the contract in Article 16, Section 16.1, Article 41, Section 41.1 and Article 50, Section 50.1. New wage schedules/rates shall be substituted reflecting the following increases:

Effective July 1, 2017 - 2.75 percent

Effective July 1, 2018 - 2.75 percent

Effective July 1, 2019 - 2.75 percent

Effective July 1, 2020 - 2.75 percent

For bargaining unit employees on the active payroll as of the date of the ratification and signing of this Agreement by both parties, the July 1, 2017 and July 1, 2018 wage increases shall be retroactive.

3. Article 18, Pension Plan

Section 18.6 of the current agreement shall be eliminated and a new Section 18.6 shall be created to require the pension contribution for employees hired on or after October 1, 2018 to be eight percent (8%). The City of Danbury Pension Plan shall be modified accordingly.

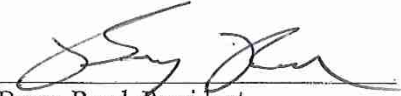
4. Article 19, Hospitalization and Insurance

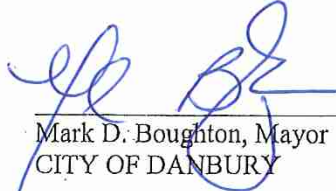
Section 19.1.1 of the current agreement shall be amended to provide that the health insurance option available to employees hired on or after October 1, 2108 shall be solely the HDHP-HSA plan, on the same terms and conditions as currently stated in Article 19. An employee who is not eligible to enroll in the HDHP-HSA plan either as a matter of law or due to active military service may enroll in the same PPO/OAP Plan as is offered to Danbury Police officers hired prior to October 1, 2018, who have such a plan.

5. Article 29, Article 47, Article 56, Duration:

Section 1 of Articles 29, 47 and 56 shall be modified to reflect the fact that the extended agreement shall expire on June 30, 2021.

Dated this 24th day of September, 2018.


Bryan Reed, President
DANBURY POLICE UNION
HAT CITY LOCAL, CACP

 10-3-18
Mark D. Boughton, Mayor
CITY OF DANBURY

AGREEMENT

between

THE CITY OF DANBURY

- and -

HAT CITY LOCAL, C.A.C.P.

July 1, 2015 through June 30, 2017

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PREAMBLE

This Agreement entered into by the City of Danbury, hereinafter referred to as the City, and Hat City Local, C.A.C.P., hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working condition or condition of employment.

ARTICLE 1 **RECOGNITION**

Section 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers, for all employees commonly referred to as Animal Control Officers, and Special Police Officers, exclusive of the Chief and Deputy Chief of Police.

Animal Control Officers are employed under the terms and conditions contained in Articles 30 through 47 inclusive.

Special Police Officers, who qualify as Union members, are employed under the terms and conditions contained in Articles 47 through 56 inclusive.

ARTICLE 2 **DUES CHECK OFF**

Section 2.1 The City has agreed to deduct from the paycheck of each employee who has signed, or who hereafter may sign an authorized payroll deduction card a sum certified in writing by the secretary or other authorized official of the Union to be Union dues or agency fees.

Section 2.1.1 These deductions will be made each pay period from the employee's pay check.

Section 2.1.2 The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues or agency fee deductions as specified in this Article.

ARTICLE 3 **SENIORITY**

Section 3.1 Department seniority, as used in this Article, is defined as the total length of continuous service in the employ of the City in the Police Department.

Section 3.2 Rank Seniority, as used in this Article, is defined as the total length of service of an employee as a permanent appointee to a Rank.

Section 3.2.1 No employee shall acquire Rank Seniority in any Rank for any period that the employee serves in such Rank as a temporary or provisional appointee. During such period of temporary service, the employee shall continue to accrue Rank Seniority in the last Rank the employee served in as a permanent appointee.

Section 3.3 A new appointment shall be for a probationary period of one (1) year following completion of certification, including the POST Academy and field training, for newly hired police officers.

Section 3.3.1 Upon completion of the probationary period as a Police Officer, an employee's department and rank seniority shall date from the original date of employment as a Police Officer.

Section 3.3.2 If more than one employee commences his or her employment with the Department on the same day, the seniority of each such employee shall be determined in accordance with the order of said employee's respective placing on the civil service examination.

Section 3.3.3 During the probationary period, the newly hired probationary employee shall be entitled to representation by the Union but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure.

Section 3.4 An employee shall lose all seniority if:

- a) said employee voluntarily terminates his employment with the Department;
- b) said employee is discharged for just cause;
- c) said employee fails to return to work upon expiration of a leave of absence, without a reasonable excuse in the opinion of the Chief of Police or the Mayor.

Section 3.5 Both Department and Rank Seniority shall accrue during any periods of authorized leave, whether paid or not.

Section 3.5.1 In the case of layoff or furlough, any such layoff or furlough shall be made in reverse order of Department Seniority.

ARTICLE 4 **HOURS OF WORK**

Section 4.1 The standard work week will be forty (40) hours.

Section 4.2 When permanent shift assignments are made, they shall be made in order of Rank Seniority. Rank Seniority does not apply to dispatching. A trained dispatcher shall be assigned to dispatch for each shift. A dispatcher shall be relieved only by another trained dispatcher.

Section 4.3 An employee shall be required to work on his regularly scheduled day off only in case of an emergency or when needed to meet minimum manpower. The Chief of Police shall report to the Mayor, in writing, the basis on which an emergency was declared.

If the overtime assignment cannot be filled in accordance with Article 12, the assignment shall be made to the least senior available officer in the rank to be filled, preferably from the off-squad of the shift where the vacancy exists, subject to Section 5.2.4.

Section 4.4 The present practice of one employee working for another shall be permitted, provided:

- a. Such substitution does not impose an additional cost onto the Department.
- b. Such substitution is within Rank only.
- c. The scheduling officer is notified, in writing, on forms provided by the City, not less than eight (8) hours prior to its becoming effective.
- d. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.
- e. Only employees who have completed the probationary period shall be permitted to participate in substitutions.
- f. An employee may not have another employee work for him for less than a full shift more than ten (10) times per year.

Section 4.5 The work schedule for all members of the Department who do patrol work shall be as follows:

- a. Three (3) eight (8) hour tours of duty:

0001 - 0800 hours
0800 - 1600 hours
1600 - 2400 hours

The Chief also may schedule personnel to the following eight (8) hour tours of duty:

1000 - 1800 hours
1800 - 0200 hours

If either or both of these shifts is/are implemented, the following shall apply:

- i) To staff such shift(s), the Chief shall first seek volunteers. If there are no volunteers, the least senior employees shall be assigned.
 - ii) Section 22.1 shall not apply to these shifts and personnel working these shifts shall not be counted for purposes of said Section.
 - iii) For the purpose of time off, personnel on such shift(s) shall be counted with the regular shift that is closest in hours.
- b. Members shall rotate tours of duty on a twenty-eight (28) day basis.
- c. The work schedule shall consist of five (5) eight (8) hour days on, two (2) days off, five (5) eight (8) hour days on, three (3) days off, on a continuous basis.

Section 4.5.1 All personnel required to work a schedule other than that outlined in subsections 4.5 (a), (b), or (c) shall be compensated with nineteen (19) extra check leave days during the fiscal year, in order to equate their time off to that of members working the standard work schedule. The City shall provide a work schedule, published yearly, in order that employee may know their check leave days for the published period. Such schedule shall be published annually in the month of October.

During the month of December, extra check leave days will be limited to one (1) per week for each eligible employee. Additionally, the taking of more than three (3) extra check leave days, either five (5) calendar days before or five (5) calendar days after scheduled vacation of five (5) or more vacation days is prohibited. Extra check leave days shall accrue at a rate of one and one-half (1 1/2) days per month, with the exception of July, when two and one-half (2 1/2) extra check leave days shall accrue. In no event may

check leave days be taken before they accrue. With the exception noted below, extra check leave days must be taken during the fiscal year in which they accrue.

When an officer returns to Patrol from another division with Extra Check Leave Days, the Department may deny such officer's request to use such if it would result in more than three (3) Police Officers, and either two (2) Sergeants or one (1) Sergeant and one (1) Lieutenant per shift being off duty. However, if the Extra Check Leave Day can be granted without creating a hiring situation and with no cost to the City, an exception to these limits shall be made and the time off granted.

Section 4.5.2 In case of emergency, the Chief of Police shall have the authority to alter the work schedule to provide for said emergency.

Section 4.5.3 The work schedule shall be called the Danbury Police Squad Schedule, and shall consist of three (3) squads (A, B, and C) for the purpose of days off. Once assigned to a squad, officers shall not change without the express written consent of the Chief of Police.

ARTICLE 5

WORK ASSIGNMENTS - SPECIAL SERVICES

Section 5.1 The terms "Special Services", "Extra Police Work", "Extra Duty" and "Private Duty Work" for the purposes of this Article shall all mean police duty for which an employee is paid indirectly by a party other than the City.

Section 5.2 All such assignments shall be made by the Chief of Police, or his designated representative.

Section 5.2.1 Except as otherwise provided in Section 5.2.3, such assignments shall be made equally available to all employees in accordance with and allocated by means of a rotating card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his or her desire for and willingness to accept such work. As such assignments become available, they shall be allocated on a rotation basis. The card of employees accepting assignments, and the cards of employees who reject such assignments, shall be placed at the rear of the file. Any Union officer shall have access to such records at all times.

Following implementation of this 2011-2015 Agreement, the card system may be converted to an electronic sign-up and scheduling system. The system will be designed to be comparable to the present system for sign-up and allocation of special services work. The City will consult with the Union on the selection of the software and vendor. The system will provide password protection for sign-up and read-only access for two Union officers designated by the Union.

Section 5.2.2 New employees who indicate their desire to accept such work assignments shall have their cards placed at the rear of the file. It is the intent of this and the preceding Section of this Article that all such work assignments shall be on an equitable basis, so that all employees, regardless of rank, shall have an equal opportunity to perform such work if they have indicated a desire to accept such assignments.

Section 5.2.3 In the event that an employee is unable to work his or her regularly scheduled shift due to illness, said employee shall not be eligible to work assignments under this Article for a period of twenty-four (24) hours from the start of said employee's regularly scheduled shift from which the employee was absent due to illness.

Section 5.2.4 No employee will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period, except in emergency situations, or for time needed to complete an investigation initiated during an officer's tour of duty.

Section 5.3 Employees working on Extra Duty assignments other than traffic duty shall be paid an hourly rate of two dollars (\$2.00) above the top-grade straight time hourly rate of a Police Officer, rounded to the nearest twenty-five cents (\$.25) with a minimum payment of four (4) hours. For assignment to jobs whose primary purpose is traffic duty, employees shall be paid an hourly rate of one and one-half (1.5) times the top grade straight time hourly rate of a Police Officer and there shall be a minimum of eight (8) hours if over four (4) hours; however, the rate shall be double-time on holidays. Designation of a job as "traffic duty" must be approved in advance by the Chief or his designee.

Section 5.3.1 Guidelines for Private Duty Work: The following guidelines for Private Duty Work shall be adhered to:

1. Each Monday morning, commencing at 0630 hours, and until 0700 hours on Wednesday mornings, officers shall sign up on the Private Duty Sheet. This will be done on the current rotating list kept by the Private Duty Work Officer.
2. Any job(s) remaining open after 0700 hours on Wednesdays, may be signed up for by any member in good standing on a rotating basis. This will be done on a first come, first serve basis with members on line allowed to take one (1) extra job and then rotate to the end of the line. This process shall continue until all jobs are filled and/or the end of the line.
3. No non-bargaining unit Police Officer will be allowed to sign up on the Private Duty Work Sheet. Non-bargaining Police Officers wishing private work must make personal contact with the Private Duty Officer.

4. Each regular full-time Danbury Police Officer may sign up for one (1) job over five (5) hours and one (1) job up to five (5) hours, or said officer may sign up for two (2) jobs of five (5) hours each; this does not apply to City jobs.

Each Police Officer working a private duty job will be responsible for filling out the work slip after each job as to the total hours worked.

Police officers who are negligent in filling out these slips will find their pay delayed as a result.

These Special Services Work Slips are at the front desk and when completely filled out they are to be turned in to the Private Duty Work Officer.

5. Police Officers who have signed up for Private Duty Work may not be assigned to an overtime position. A Private Duty Work assignment precludes the acceptance of any other voluntary assignment.
 - a. Shift Commanders in hiring to fill overtime vacancies will not offer overtime to those officers scheduled for Private Duty Work Assignment(s) during the hours of such overtime assignment.
 - b. The Private Duty Work Officer will leave a daily roster of Private Duty Work assignments at the front desk and the names of the officers assigned to such duties.
 - c. Only in an emergency will officers assigned to Private Duty Work assignments be removed from their positions and given overtime.

6. If an Officer assigned to Private Duty Work finds that he or she cannot make it to said assignment, he or she must find a replacement and he or she must give preference to regular full-time Danbury Police Officers in finding said replacement.

The Private duty Work Officer must be notified of the change by the Police Officer finding his or her replacement.

7. In all matters mentioned above, including absences from and late arrival to Private Duty Work assignments, not previously mentioned above, shall be governed by the "Rules and Regulations" of the Danbury Police Department.

8. During certain times of the year, the availability of private duty jobs may be increased or reduced. Therefore, the number of assignments shall be made in such a manner as to effect equalization among members.
9. At no time shall any member sign up for another member.
10. The swapping of private duty jobs shall not affect positions on the rotation list.
11. The agreement on private duty jobs dated May 28, 1996 shall be incorporated by reference.

Section 5.4 Whenever four (4) or more employees are assigned to the same Special Services or Extra Duty job, to work the same hours, a Supervisor shall also be assigned whose function shall only be supervision. The rate of pay for any such supervisor shall be the same as the rate established under Section 5.3 above.

Section 5.5 All employees shall be reminded or notified, every six (6) months that Extra Duty Work may be available in the future, and any employee who so desires may, having indicated his/her prior willingness to accept such extra duty, nevertheless change his/her mind and have his/her name added to the card list, at the rear thereof, as henceforth available for such assignment.

Section 5.6 Only Union members shall be assigned to jobs where the employer so requests or where the project being serviced is a Union job.

ARTICLE 6 **HOLIDAYS**

Section 6.1 The following holidays shall be paid under the following conditions, whether actually worked or otherwise:

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

Section 6.1.1 Any time off with pay that may be allowed other employees of the City of Danbury as a result of unanticipated national day of mourning or national holiday shall be provided in equal measure for the members covered by this contract.

Section 6.1.2 A holiday falling within an employee's paid sick leave or vacation period or on his regular day off shall be paid as provided in this Article.

Section 6.2 Holiday pay for which an employee is eligible shall be accumulated and paid in a single payment on the first pay day in November.

Section 6.3 Each employee shall receive holiday pay for twelve (12) legal holidays to be paid during the month of November of each year, as herein above provided. Holiday pay shall be for the fiscal year, beginning July 1st and ending the following June 30th. If an employee shall leave the Police Department after holiday pay has been paid, but not earned, said employee shall refund or have deducted from his final pay, a sum equivalent to the holiday pay so unearned. Employees hired after July 1 shall receive pay for holidays that occur after their date of hire. Payment shall be made on the first pay day in June.

ARTICLE 7 **VACATIONS**

Section 7.1 Employees shall be granted time off with pay for vacations according to the following schedule:

- A. Each sworn employee of the Police Department who has completed six (6) months of service shall receive one (1) week's vacation with pay.
- B. Each sworn employee of the Police Department who has completed one (1) year of service shall receive two (2) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- C. Each sworn employee of the Police Department who has completed five (5) years of service shall receive three (3) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- D. Each sworn employee of the Police Department who has completed ten (10) years of service shall receive four (4) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- E. Each sworn employee of the Police Department who has completed fifteen (15) years of service shall receive five (5) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- F. Employees eligible for fifteen (15) or fewer days of vacation shall be permitted to schedule no more than five (5) of their allotted days to be taken

as single days provided a request is submitted at least eight (8) hours prior to the start of the scheduled work shift.

Employees eligible for more than fifteen (15) days of vacation shall be permitted to schedule no more than ten (10) of their allotted days to be taken as single days provided a request is submitted at least eight (8) hours prior to the start of the scheduled work shift.

Section 7.2 An employee, at his or her option, may defer to, and accumulate, in the following year, up to one (1) week's vacation. Any vacation time so deferred shall be taken in time only, and not in cash. Further vacation deferrals and/or accumulations may occur only with the approval of the Chief, or his designated representative.

Section 7.2.1 Any vacation time to which an employee may be entitled at the time of retirement may be taken as time off or paid at the prevailing hourly rate at the time of retirement at the employee's option.

Section 7.3 The number of personnel on vacation per shift shall be governed in all instances by the following:

Section 7.3.1. The following shall govern vacation selection for uniformed Patrol Officers, Sergeants and Lieutenants assigned to the Patrol Division.

- a. For vacation in January, February and March, requests shall be submitted in writing before December 1st of the preceding year. For vacation in April through December, requests shall be submitted in writing before March 1st of each year. Preference for vacation within rank shall be based on rank seniority.
- b. After a vacation request is approved, no changes in vacation dates shall be made except by mutual consent of the members affected by such change and subject to the approval of the Chief of Police or his designee.
- c. Three (3) Police Officers, and either two (2) Sergeants or one (1) Sergeant and one (1) Lieutenant per shift will be allowed off-duty on vacation at the same time for fifty-two (52) weeks per calendar year.

Upon reaching the full strength of 106 Police Officers, up to four (4) police officers per shift will be allowed off-duty on vacation at the same time for fifty-two (52) weeks per calendar year.

- d. In addition to the above, (1) Police Officer on the day shift, (2) Police Officers on the evening shift and (1) Police Officer on the midnight shift from detached services will be allowed off-duty on vacation at the same time for fifty two (52) weeks per calendar year. The number of Police Officers from detached services who will be allowed off-duty on vacation

on a given shift shall be increased by one whenever such increase does not create a need for additional hiring and result in overtime costs to the City.

Section 7.3.2. The following shall govern leave provisions for officers other than those governed by Section 7.3.1 above. For requests for vacation and Extra Check Leave (XCL) Days:

- a. The employee shall submit a request, in writing, to the Captain of the division or his/her designee.
- b. Requests for five (5) working days or more must be submitted in writing at least seven (7) calendar days in advance. The Captain or designee shall notify the employee within one work day if his/her request is approved. Once such request is granted, it shall not be withdrawn even if a senior employee requests one or more days off during the same time.
- c. Requests for single vacation and XCL days shall be submitted at least sixteen (16) hours in advance of the start of the shift, except in the case of a personal emergency for which the officer needs the day(s) off. The Captain or his/her designee shall notify the employee if his/her request is approved. Once such the request is granted, it shall not be withdrawn even if a senior employee requests one or more days off during the same time.

Section 7.3.3

- a. No changes in vacation or XCL dates shall be made except by mutual consent of the members affected by such change and subject to the approval of the Chief of Police or his/her designee.
- b. No approved vacation or XCL will be changed to T.L., P.L., C.L. or L.T.L.
- c. An employee who may be off duty on injury leave at the time of his annual vacation shall be entitled to have his or her vacation rescheduled if he or she so desires. At the request of such employee, the Chief shall reschedule the vacation period. The employee may indicate a desirable period, and if it does not conflict with the vacation choice of other members of the Department and does not create a personnel problem, said employee shall be granted such choice.

Section 7.4 All members of the bargaining unit shall be permitted to start their vacation on a day of their choosing, provided that such day does not conflict with the provisions of Section 7.3.1.

ARTICLE 8

LEAVE PROVISIONS

Section 8.1 Sick leave as used in this Article shall be defined as absence from work without loss of pay by reason of a non-service connected illness or injury, or for medical, dental or ocular treatment which cannot be scheduled for non-working hours.

Section 8.2 The sick leave days credited for previous continuous employment in the Police Department shall be established in an individual non-redeemable bank of sick leave days to be used by the employees for non-service connected illness or injury.

Section 8.2.1 Employees shall earn sick leave days at the rate of one and one-half (1 1/2) days per month.

Not later than May 1 of each year, an employee shall make an election in writing, to the Human Resources Department, regarding the sick leave to be earned in the next fiscal year (July 1 - June 30). The employee may elect one of the following:

- Payment for unused sick leave days remaining on the following June 30, at the rate of one-half (1/2) day's pay per unused sick leave day.
- Deposit of the unused sick leave days to the employee's nonredeemable sick leave bank.

On or about April 1, the Department shall provide each employee with notice of the days remaining in his/her non-redeemable sick bank and a form on which to make this election.

If the employee fails to make a timely election, the employee's unused sick leave days remaining on the following June 30 shall be deposited to the employee's nonredeemable sick leave bank. An employee may change his/her election after May 1 only in the event of an unforeseeable emergency, at the discretion of the Chief or his designee.

Employees affected by this Section will have sick leave days charged to the anticipated eighteen (18) days to be earned during the fiscal year. If the employee exceeds eighteen (18) sick leave days, the excess days will be drawn from the employee's sick leave bank.

This understanding is to accommodate employees who may be on sick leave for more days than they have earned to date during fiscal year. Example: Officer John Jones is out sick the first five (5) working days in September. According to contract, he has earned only three (3) days this fiscal year, one and one-half for each month of July and August. Despite these conditions, the City will continue to pay sick leave and eventually drawn them from the eighteen (18) days Officer Jones will have accumulated during the year.

At the end of the fiscal year, or when an employee is terminated, the difference between the sick days earned during the current fiscal year and the number of used sick days will be calculated. If more than eighteen (18) sick days were used, the excess of eighteen (18) will be taken from the employee's bank. If less than eighteen (18) days were used, the difference between eighteen (18) and the number of used sick days will be added to the employee's non-redeemable sick leave bank, or redeemed in compliance with the terms of the contract.

Section 8.2.2 Newly hired employees shall begin work with a non-redeemable sick leave bank of eighteen (18) days and shall not earn additional sick leave days until their thirteenth (13th) month of employment.

Section 8.2.3 Employees who are on leave of absence as provided in Sections 8.5 and 8.7 shall not earn sick leave days while on such leave.

Section 8.2.4 The Chief of Police or his designated representative shall check on employee who has reported sick.

Section 8.3 An employee absent on sick leave for more than five (5) working days or any member who is regularly and habitually absent for sickness shall be required to submit a doctor's statement containing as minimum information a diagnosis of the employee's illness and current physical condition, and a prognosis as to the employee's future susceptibility to disability. In addition, said employee may be required to submit to a physical examination at the City's expense by one of a panel of three doctors chosen by the City.

Section 8.4 A maximum of three (3) days off with pay shall be allowed to an employee in the event of death in the immediate family of a member of the Department. For the purpose of this Section, immediate family shall be deemed to include mother, father, sisters, brothers, husband, wife, child, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother and step-sister. For other relatives, one day off with pay shall be allowed to a member who is scheduled for duty on the day of the funeral, regardless of the shift the employee may be scheduled to work.

Section 8.4.1 Additional days off with pay may be granted at the discretion of the Chief of Police or his designee.

Section 8.5 Leaves of absence in excess of the number of days allowed in any calendar year shall be granted by the Chief of Police subject to approval of the Mayor. When on such leave without pay, the following conditions shall prevail:

- a. No pension credits shall accrue.
- b. No sick days will be earned.

- c. No vacation time will be earned which will result in a reduction of the normal vacation days on a pro-rata basis.
- d. Seniority will be preserved.
- e. Premium payments for medical insurance must be made by the employee.
- f. The officer will not be eligible nor can he/she accept Special Services or Extra Police Work assignments.

Section 8.6 Each employee who is injured or disabled in the line of duty (including Heart and Hypertension) and within the scope of his employment shall be entitled to injury leave with full pay from the date of injury, until such time as the first of the following occurs:

- (1) he is able to return to duty;
- (2) he is placed on disability pension;
- (3) he has reached maximum medical improvement as determined by his treating physician and is no longer able to perform police37.3 duties;
- (4) eighteen (18) calendar months have passed, provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.

Section 8.6.1 Other expenses incidental to such injury including, but not limited to medical and hospital expenses, shall be paid by the City as provided by the Workers' Compensation Act of the State of Connecticut.

Section 8.6.2 This provision shall cover any present member of the Police Force even though the condition which makes said employee unable to work resulted from an injury in line of duty prior to the date of this Agreement.

Section 8.7 Any permanent employee who leaves the service of the Police Department to join the Military Forces of the United States during time of war or other national emergency, or who is inducted into the service by Selective Service, shall be placed on military leave of absence without pay. "Military service" does not include service for a non-governmental entity, even if such entity is a government contractor.

Section 8.7.1 Such leave shall extend for the period of such service with the military forces and ninety (90) days after the discharge from such service.

Section 8.7.2 Any employee on military leave who applies for re-employment within ninety (90) days from the date of his/her discharge, provided that such discharge is other than dishonorable; shall be entitled to the position the employee held at the time the employee's leave was granted, provided that said employee is capable of meeting the minimum qualifications of the job.

Section 8.7.3 Employees returning to Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act or similar state and/or federal legislation.

Section 8.7.4 Any vacancies resulting from employees entering the Armed Forces shall be filled only on a durational basis.

Section 8.7.5 Time so spent on military leave of absence shall be considered as continuous employment with the City.

Section 8.8 Military leave shall be granted, not to exceed thirty (30) days per year, to permanent employees when required to service on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between the employee's regular police pay and military pay. Copies of orders to active duty shall be supplied to the Department Head. Leave provided for in this Section shall not be charged to annual leave.

Section 8.9 Time Leave. "Time leave" (T.L.) is leave in lieu of paid overtime and leave in compensation for mandatory training or other mandated department functions payable at time and one-half. Accumulated time leave, as indicated by properly certified departmental records, shall be compensated for by either cash payment or time off. In the case of cash payment, such payment shall be paid to any employee entitled thereto within sixty (60) days of July 1st of each fiscal year.

Members shall not be permitted to carry over more than twenty-four (24) hours of time leave beyond any fiscal year. Any time leave in excess of twenty-four (24) hours at the end of any fiscal year will be paid in accordance with the provisions of this Section. "Time leave" accumulation shall be in accordance with FLSA limits.

Section 8.9.1 Compensatory Leave. "Compensatory leave" (C.L.) is leave in compensation for non-mandated training and for other non-time leave situations to be paid at a rate of hour for hour. "Compensatory leave" accumulation shall be in accordance with FLSA limits. Employees retiring from service after July 1, 1986, shall receive cash payment for accumulated hours earned under the compensatory leave provisions of this Section at the time of retirement. Payment will be at the employee's straight time hourly rate of pay at the time of retirement.

Section 8.9.2 Each member of the unit shall be entitled to take two (2) days of leave with pay to attend to personal or legal business, household or family matters. Except

in cases of emergency, notice must be given to the Chief of Police or his designee not less than eight (8) hours in advance. Such leave shall be in compliance with Section 7.3.1.

One (1) personal day per year may be carried over each year and placed in an employee's bank to be used at any time. The employee may request reimbursement at the time of retirement.

Section 8.9.3 The number of employees who may be off-duty on vacation, T.L., L.T.L., C.L. and P.L. is governed by Section 7.3.1 and 7.3.2 of this Agreement. The Chief may grant an exception to Section 7.3.1 in the case of a request for P.L. for an emergency situation.

Vacation leave which has been requested and granted in accordance with Section 7.1 of this Agreement shall have priority over requests for other leave. Otherwise, for the purpose of time off, T.L., L.T.L., C.L., P.L. and V.L. shall be considered equal and granted on a first-come, first-granted basis with ties broken by seniority, except that T.L., L.T.L., C.L., and P.L. may not be granted more than seven (7) days in advance.

T.L. and C.T.L. of less than eight (8) hours may be granted in accordance with the following:

- A. If T.L. or C.T.L. for less than four (4) hours is desired and such leave commences at the beginning of a shift, such leave shall not be requested or granted until eight (8) hours before the start of the shift for which the T.L. or C.T.L. is desired. The shift commander shall grant the T.L. or C.T.L. under the following conditions only:
 1. It is in conformance with Section 7.3.1.
 2. It does not create an overtime hiring situation. (If it creates an overtime hiring situation, the requestor may at his/her option amend the request to take a minimum of four (4) hours of the desired leave which then may be granted.)
 3. If T.L. or C.T.L. for less than four (4) hours is granted in accordance with #1 or #2 above and a subsequent leave such as, but not limited to, sick leave or duty leave causes a shortage in minimum staffing, then that vacancy shall first be offered to an on duty officer to hold over for the period of time of the shortage. If no officer volunteers for such overtime, then an off duty officer will be hired per Section 12.2 of this Agreement.
- B. T.L. or C.T.L. for a period of less than four (4) hours which commences after the beginning of the shift will continue to be granted subject to the shift commander's discretion and provided it is in conformance with Section 7.3.1 and the shift minimum staffing is maintained.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1 This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship within the Police Department:

- A. **Purpose:** The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale within the Department.

- B. **Definitions:** A grievance for the purpose of this procedure shall be deemed to be employee or Union complaint related to or concerned with:
 - (1) discharge, suspension or other disciplinary action;
 - (2) interpretation and application of rules, regulations and policies of the Police Department;
 - (3) matters relating to the interpretation and application of the terms and conditions of this Agreement.

- C. **Time Extension:** Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto.

- D. **Procedure:**
 - 1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.
 - 2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
 - 3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE: Any employee, with or without the Union, or the Union may file a grievance with the Chief of Police within fourteen (14) days of the

date of the occurrence giving rise to the grievance. The Chief or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Chief or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union. This Step may be waived by mutual agreement of the Chief or his designee and the Union.

STEP TWO: If the employee or the Union is dissatisfied with the decision rendered by the Chief of Police, or in the event there is no such decision, said employee or the Union shall submit the grievance in writing to the Mayor or his designee within ten (10) days of the response at Step One or, in the event no decision was rendered, within ten (10) days of the deadline for the Step One response. The Mayor or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Mayor or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union.

STEP THREE: If the grievance shall not have been disposed of to the satisfaction of the Union, or if the Mayor or his designee shall fail to render his decision within five (5) calendar days after the grievance meeting, the Union shall have the right to submit the grievance for final resolution to the Connecticut State Board of Mediation and Arbitration within twenty (20) calendar days after the date of such decision by the Mayor or his designee, or, in the event no decision was rendered, within twenty (20) calendar days of the deadline for the Step Two response. The decision of said Board shall be final and binding upon both parties.

- E. Failure to Answer: If at any step in the procedure hereinbefore outlined, the Department or the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless the extension of time required is mutually agreed upon in writing.
- F. Police Union as Complainant: The Police Union shall have the right to submit grievances in the name of the Union in the same manner as is provided herein for individual employees or the Union.
- G. Representation: The Union shall have the right and choice of representation whenever representation is desired by either an individual employee or the Union.
- H. Recording of Minutes or Testimony: Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at arbitration, with the knowledge of the other party.

ARTICLE 10

UNION ACTIVITIES

Section 10.1 The Union shall notify, in writing, the Mayor, the Chief of Police and the Director of Human Resources of the names of all Union officers. The Union shall notify the Mayor, the Chief of Police and the Director of Human Resources of the names of the Union Grievance Committee annually, by January 1, and notification of any change in the members at the time of the change and not after the filing of a grievance.

Section 10.2 The Department shall furnish the Union with an up-to-date departmental seniority list for the bargaining unit, together with the classifications and rates of pay of each such employee on the list.

Section 10.3 Police Union officers and delegates shall be given time off to attend local union meetings, state union meetings and conventions without loss of pay provided that at no time shall more than three (3) employees of the Department be granted this privilege while attending the same meeting or convention.

Section 10.4 Four (4) members of the Union negotiating committee shall be granted leave from duty with full pay for the purpose of attending all meetings with the city to negotiate the terms of the collective bargaining agreement, when such meetings take place at a time when such members are regularly scheduled to be on duty.

Section 10.5 Representatives of the Union who serve on the Police Pension Board will be given time off without loss of pay to attend all regular and special meetings of the Pension Board. When Pension Board members attend Board meetings on their off-duty time, they will be given a minimum of four (4) hours of Compensatory Leave in accordance with Sections 8.9.1 and 8.9.2 of this Agreement.

Section 10.6 The Union grievance committee shall be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time when the members of such grievance committee are regularly scheduled to be on duty as follows:

Section 10.6.1 - Step Two - No more than three (3) members of the grievance committee shall be paid for all meetings with the Mayor or his designee to discuss grievances when the meeting is scheduled during their off duty hours.

Section 10.6.2 - Step Three - The President of the Union or his designee and the aggrieved employee or employees shall be granted leave from duty with full pay.

ARTICLE 11
COURT TIME

Section 11.1 Employees who may be required to attend any Court or meet with Court officials for any purpose during their off-duty hours, shall be paid by the City, in addition to any fees paid by the State, the employee's straight time hourly rate of pay for each hour or portion thereof so spent.

Section 11.2 There will be a minimum of four (4) hours credit given for any appearance which involves four hours or less.

Section 11.2.1 When appearances involve more than four hours, the employee shall be credited with each hour or portion thereof rounded to the nearest hour or half hour.

Section 11.3 Employees who may be required to attend any Court or meet with Court officials for any purpose on their regular day off, or while off on vacation or other authorized leave, shall be paid by the City a sum of money which, when added to any fees paid by the State, shall total and be equal to a day's pay at one and one-half times the employee's hourly rate of pay.

Section 11.4 Time spent in Court by an employee shall be recorded each day that such appearances are made in Court on court time record slips provided by the Department, which shall be so confirmed by the signature of a court official, and the employee and the Chief of Police shall each receive a copy thereof.

Section 11.5 An employee called for jury duty shall promptly provide the Chief with a copy of the notice from the court. If the Chief deems it appropriate to request that the employee be excused, the employee will cooperate in seeking the exemption. An employee on jury duty shall be paid as required by statute and thereafter shall receive, for each day of jury service, the difference between the employee's straight time earnings and the amount received for jury service. On any day when an employee on jury duty is not required to report to court, he/she shall report for duty as scheduled.

ARTICLE 12

OVERTIME

Section 12.1 Compensation for all overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day or forty (40) hours per week.

Section 12.2 Employees required to work regular police duty on their regular day(s) off, whether for a full eight (8) hours or less, shall be paid not less than a full day's pay at the rate of time and one-half. Employees who work special events shall be paid not less than four (4) hours at the rate of time and one-half, and shall be paid not less than eight (8) hours for work in excess of four (4) hours. Hiring for special events shall be done from the special events list.

Section 12.2.1 For the purpose of this Section, a regular day off shall be an entire twenty-four (24) hour period commencing at 0001 hours during which time the employee is not scheduled for a regular tour of duty.

Section 12.2.2 This provision shall not apply to employees required to report for duty on the 1600 hour to 2400 hour shift who may be required to stay on duty beyond the time of 2400 hours and into their regular day off when such overtime is necessary for the completion of an investigation which originated prior to 2400 hours and was not anticipated by the Department.

Section 12.2.3 This provision shall not apply to duty assignments related to any state of emergency when such emergency is declared by the Mayor or the Chief of Police.

Section 12.2.4 No employee is eligible to work an overtime assignment if the time frame of said assignment is in conflict with a "Special Services Assignment" which the employee has accepted.

Section 12.3 Terminal Pay. Employees required to return to duty within three (3) hours of the termination of their regular tour of duty shall be paid overtime at the rate of time and one-half (1 1/2) commencing from the terminal hour of their regular tour of duty to the conclusion of such extra duty.

Section 12.3.1 Terminal hour shall mean the hour which marked the completion of the regular tour of duty.

Section 12.4 Employees who may be required to return to duty to perform overtime duties on a regular working day, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, and when such duty does not involve terminal pay as described in Section 12.3, shall be paid not less than four hours pay at the rate of time and one-half (1 1/2).

Section 12.4.1 For the purpose of this Section, a regular working day shall be an entire twenty-four (24) hour period commencing at 0001 hours during which time the employee is scheduled for a regular tour of duty.

Section 12.5 Overtime pay shall not be subject to minimum hours provisions when such overtime results from an extended tour of duty on any shift to properly complete an investigation or work assignment.

Section 12.6 Overtime shall be assigned to both regular and probationary employees on as equal a basis as possible.

Section 12.6.1 Overtime assignments shall be allocated by means of a card file system based on the division where an assignment exists. The card system shall consist of a file of cards bearing the name of the employee who has indicated his/her desire to accept such work. As assignments become available, they shall be offered on a rotation basis. The cards of employees accepting assignments shall be placed at the rear of the file. Any Union officer shall have access to such card file at all times.

If a mistake is made during the allocation of an overtime assignment, and the employee mistakenly bypassed grieves claiming entitlement to pay, in lieu of payment for time not worked the employee shall be given the first opportunity to work an additional shift by the Chief, which is acceptable to the employee when there is work available.

Following implementation of this 2011-2015 Agreement, the card system may be converted to an electronic sign-up and scheduling system. The system will be designed to be comparable to the present system for sign-up and allocation of overtime. The City will consult with the Union on the selection of the software and vendor. The system will provide password protection for sign-up and read-only access for two Union officers designated by the Union.

The above provisions concerning allocation of overtime shall also apply to hiring for special events.

Section 12.7 In the event that an employee is unable to work his or her regularly scheduled shift due to illness, said employee shall not be eligible to work assignments under this Article for a period of sixteen (16) hours from the start of said employee's regularly scheduled shift from which the employee was absent due to illness.

Section 12.8 Employees who do not want to accept overtime assignments shall be excused, but when so excused notations thereof shall be made on the overtime records, indicating that such employees have been offered but have refused to accept duty, the number of hours that would have been available to the employee, and these hours shall be considered as hours worked by the employee in the records.

Section 12.9 In the absence of a police officer, vacancies shall be filled, whenever possible, by an employee of the same rank as the absentee.

Section 12.9.1 If an employee of the same rank is not available for duty for replacement, the replacement shall be taken from the next lowest rank whenever practical in assigning overtime work.

Section 12.9.2 Supervisors when filling the vacancy of an officer of higher rank, for a full shift, are to receive the pay provided in the first step of the pay scale for the higher rank.

Section 12.10 Whenever an overtime assignment results from the absence of a regular employee and it cannot be filled by an employee who is scheduled off-duty on that date, then employees regularly scheduled to duty on other shifts may be asked to work a double shift.

Section 12.11 Employees called in for work outside of their regular working hours shall be paid at the overtime rates specified in this agreement. Exception: on assignments requiring overnight stay (example: extradition of a prisoner) the determination of overtime hours during the execution of the assignment shall be mutually agreed upon by the Chief and the employee(s) involved.

ARTICLE 13

UNIFORMS AND CLOTHING

Section 13.1 All employees of the regular Police Department shall be given a clothing allowance, payable to each employee the second payday in July. Provided, however, that a new member of the Department shall receive the clothing allowance provided herein at the time of said employee's appointment, whenever appointed during the fiscal year, and shall thereafter receive the clothing allowance on the beginning of each ensuing fiscal year, except that no employee shall receive two such payments within the same six month period.

The clothing allowance shall be one thousand three hundred dollars (\$1,300.00).

A Patrol Officer assigned for the first time to the Community Conditions Unit, the SWAT Team or the Motorcycle Unit shall receive a one-time payment of one thousand dollars (\$1,000.00) for special uniforms and equipment unique to the performance of duties as a Community Conditions Unit officer or Motorcycle officer. Subsequent replacement of this specialized equipment will be the responsibility of the officer as part of the regular uniform and equipment allowance given to all sworn officers of the Police Department.

Section 13.1.1 All employees of the regular Police Department shall be given an equipment allowance payable to each employee the second pay day in July. The equipment allowance shall be four hundred dollars (\$400.00).

Section 13.2 The City shall reimburse any employee for loss or damage of clothing and/or personal property suffered in the performance of duty within thirty (30) days of submission of receipts showing both the replacement cost of the property and the date purchased. Such claim for loss or damage shall be supported by a signed incident report with a detailed description of the item(s) lost or damaged and with reasonable proof of the value of the loss and amount of the damage. Any incident giving rise to loss or damage of personal property must be reported to the officer's Captain or designee within seventy-two (72) hours and the claim for reimbursement must be submitted within thirty (30) days of the incident giving rise to the loss.

The amount of reimbursement for the following items shall be limited as follows:

Non-prescription sunglasses	\$100
Wristwatch	\$100

ARTICLE 14 **PRESERVATION OF RIGHTS**

Section 14.1 The City retains all rights it had prior to the signing of this Agreement except as such rights have been specifically relinquished or abridged in this Agreement.

ARTICLE 15 **CITY'S RESPONSIBILITY FOR CIVIL SUITS**

Section 15.1 The City shall protect and save harmless any employee from financial loss and expenses arising out of any claim, demand, suit or judgment based upon injury to person or property, in which the act of causing such injury was not wanton, reckless or malicious, provided such employee was acting in the discharge of his/her duties or in the scope of his/her employment or under the direction of a superior officer.

Section 15.2 The City agrees to effectively assist any member in collecting any witness fee or fees due such member by reason of the employee's response to a subpoena issued by any attorney in connection with a civil or criminal court case and when the attorney issuing such subpoena fails, neglects or refuses to pay such member the witness fee or fees due said employee as provided by law.

ARTICLE 16 **WAGES**

Section 16.1 The following salary schedules for the respective grades and ranks of the employees of the Police Department shall prevail for the time periods indicated.

Step movement for Police Officers takes place as follows:

- a. A newly hired police officer shall attain Step 2 at such time as he/she successfully completes the Field Training program. Such employee will move to Step 3 on the July 1 which is at least at least six (6) months following advancement to Step 2. The employee will be eligible for step advancement through and including Step 5 on each July 1 thereafter.
- b. Progression from Step 5 to Step 6 occurs on the anniversary date of hire when the employee has completed ten (10) years of service.
- c. Progression from Step 6 to Step 7 occurs on the anniversary date of hire when the employee has completed eleven (11) years of service.

Step movement for ranks above that of Police Officers takes place on the July 1 which is at least six (6) months from the date of promotion to the higher rank, and each July thereafter until reaching maximum.

To ensure an increase in salary when appointed to a higher rank, the employee will receive as his/her starting salary, the amount in the salary schedule of the new rank which is more than, but nearest to, the most recent salary he/she received in the former rank.

July, 1, 2015 (2.75%)

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Detective Captain	--	\$98,258	\$102,192	\$107,302			
Captain	--	\$94,942	\$98,737	\$103,672			
Detective Lieutenant	--	\$91,180	\$93,912	\$98,608			
Lieutenant	--	\$87,926	\$90,563	\$95,092			
Detective Sergeant	--	\$84,180	\$85,442	\$89,713			
Sergeant	--	\$81,514	\$82,734	\$86,871			
Detective Police Officer	--	\$66,307	\$69,361	\$71,481	\$75,472	\$76,608	\$80,439
Police Officer	\$54,430	\$58,512	\$66,852	\$69,861	\$72,891	\$73,989	\$77,688

For bargaining unit employees on the active payroll as of the date of the ratification and signing of this Agreement by both parties, the July 1, 2015 wage increases shall be retroactive.

July 1, 2016 (2.75%)

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Detective Captain	--	\$100,960	\$105,002	\$110,253			
Captain	--	\$97,553	\$101,452	\$106,523			
Detective Lieutenant	--	\$93,687	\$96,495	\$101,320			
Lieutenant	--	\$90,344	\$93,053	\$97,707			
Detective Sergeant	--	\$86,495	\$87,792	\$92,180			
Sergeant	--	\$83,756	\$85,009	\$89,260			
Detective Police Officer	--	\$68,130	\$71,268	\$73,447	\$77,547	\$78,715	\$82,651
Police Officer	\$55,927	\$60,121	\$68,690	\$71,782	\$74,896	\$76,024	\$79,824

Section 16.2 Prior to certification by POST, when a probationary employee is attending training at the Police Academy or other outside training program designated by the City, the employee shall work the schedule set by the Academy or training facility and shall be paid their regular weekly pay as a salary, without additions or deductions based on hours of attendance.

Section 16.3 Employees regularly scheduled to work a minimum of forty (40) hours per week, shall receive in addition to their regular pay or any pay increases that may be provided, an additional longevity payment in recognition of their length of service consistent with the following schedule and conditions:

Longevity payments shall be as follows:

Ten (10) years of service, but less than fifteen (15) years - \$300.00.

Fifteen (15) years of service, but less than twenty (20) years - \$550.00.

Twenty (20) years of service or more - \$800.00.

Longevity payments are made in a lump sum to an employee based on the employee's anniversary date, payable on the first pay day in October. The longevity payment will be made to all employees who will reach their tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of their service during the fiscal year of the October payday. If an employee terminates employment with the City before his or her anniversary date, the employee is obligated to reimburse the City on a prorated basis.

Section 16.4 An annual payment of two hundred dollars (\$200.00) will be made to each member who retains certification as an EMT (Emergency Medical Technician). Payment will be made the second pay day in June to a member who retained certification for the previous twelve (12) month period.

Section 16.5 The City shall compensate each employee who is fluent in Spanish and/or Portuguese and who is expected to use this language proficiency in the course of performing the duties of a member of the Danbury Police Department. The City reserves the right to require testing or some other method of verification of the officer's fluency in the language(s), and competency shall be determined in the sole discretion of the City. The compensation for this language fluency and use shall be forty (40) hours of leave time (hereinafter known as "L.T.L.") per year, with the year commencing upon the City's determination of competency. LTL shall be subject to the following:

- a. There shall be no carryover of unused L.T.L. from one year to the next. The employee must use the forty (40) hours within the year. L.T.L. not used within the year shall be forfeited.
- b. There shall be no cash-out of or payment for unused L.T.L.
- c. An employee may use L.T.L. with the approval of a supervisor, which shall be granted only if staffing needs permit and if granting the L.T.L. will not result in overtime. Employees on L.T.L. shall be included in the limitation of Section 8.9.3 concerning the total number of employees who may be off duty at any one time.

ARTICLE 17

VACANCY OF RANKS

Section 17.1 A request for an examination for advancement in rank of Detective Police Officer, Sergeant, Lieutenant and Captain shall be made by the Mayor to the Civil Service Commission within twenty-one (21) days after the occurrence of any vacancy within the ranks of Detective Police Officer, Sergeant, Lieutenant and Captain.

Section 17.2 Whenever a vacancy in the rank of Captain, Lieutenant, Sergeant or Detective Police Officer occurs or a new rank or position is created such vacancy shall be filled within sixty (60) days of the establishment of a Civil Service certified eligibility list.

Section 17.3. It is understood that there will be changes in certain ranks and that some positions will be civilianized as a result of the Vision 2009 reorganization. When this occurs, there will not be a "vacancy" for the purposes of this Article. If a sworn police position in a different rank is substituted for one that has been eliminated as a result of reorganization (e.g., a Sergeant position substituted for a Captain position eliminated), the vacancy in the new rank will be subject to the provisions of Sections 17.1 and 17.2 above.

ARTICLE 18 **PENSION PLAN**

Section 18.1 The City shall maintain the present Police Pension Plans.

Section 18.2 The Post 1983 Pension Plan shall include a provision for post-retirement adjustments as follows:

- a. An employee who either has twenty-five (25) years of service or is age 55 at the time of retirement shall be eligible for this benefit.
- b. The adjustment to an eligible retiree's pension shall be two percent (2%) per year, payable starting the first of the month following the completion of five (5) years of retirement, except as specified in c below.
- c. The adjustment to an eligible retiree's pension shall be two percent (2%) per year, payable starting the first of the month following the completion of one (1) year of retirement in the case of a retirement granted for service connected disability.

Section 18.3 The employee contribution rate for members of the Post 1983 Pension Plan shall be four and one-half percent (4.5%).

Section 18.4 For employees who retire on or after March 19, 2007, the following shall apply to the 1983 Police Pension Fund:

When a regular member of the 1983 Pension Fund retires under Section 14-54(a) of the pension ordinance, the member's pension shall be calculated based on three percent (3%) of pay per year of service for the final five (5) years of service, and two percent (2%) of pay per year of service for years prior to the final five (5) years, but in no case greater than sixty eight percent (68%) of pay.

Section 18.5 All costs associated with the administration of the pension plan(s) shall be charged to the pension fund(s). Such costs include but are not limited to: fees for actuarial, investment advisory, legal or other services; expenses associated with medical evaluations for disability pension applications; costs for producing and providing summary plan descriptions, pension estimates and/or other information to plan participants.

Section 18.6 Neither the City nor the Union shall be required to negotiate over pensions for ten (10) years following March 19, 2007. There shall be no changes in pensions prior to July 1, 2017.

ARTICLE 19

HOSPITALIZATION AND INSURANCE

Section 19.1 The City shall provide for each employee and enrolled dependents, the following insurance:

Section 19.1.1 Medical Insurance:

Prior to July 1, 2012, the existing medical plans shall remain in place.

Effective July 1, 2012, each employee shall have the option to enroll in one of the following medical plans for the employee and the employee's eligible dependents:

- 1) a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). A summary of the major provisions of the plan is attached as Appendix B-1;
- 2) an OAP Plan. A summary of the major provisions of the plan is attached as Appendix B-2.

The HDHP-HSA Medical Plan shall have the following key provisions:

- Deductible of \$1,500 individual/\$3,000 two-person or family
- 100 percent thereafter in-network and 80 percent out-of-network
- In-network out-of-pocket maximums of \$1,500 individual/\$3,000 two-person or family
- Out-of-network out-of-pocket maximums of \$3,000 individual/\$6,000 two-person or family
- Employer funding of the HSA in the amount of 75 percent of the deductible in 2012-13, 65 percent in 2013-14, 65 percent in 2014-15 and 60 percent effective June 30, 2015.

Vision Rider will also be offered to those who enroll in this plan.

The OAP Plan shall include the following plan design:

- Office visit co-pay of \$20 effective 7/1/12; \$25 effective 7/1/14
- Outpatient surgery co-pay of \$100-effective 7/1/12
- Inpatient hospital admission co-pay of \$100 effective 7/1/12
- Emergency Room co-pay of \$100, Urgent Care \$25, Walk-In \$25; no out-of-network coverage for failure to meet "sudden and serious" requirement for emergency care; all effective 7/1/12
- Outpatient Therapy Coverages: No roll to out-of-network following maximum visits
- Vision: Increased hardware allowance of \$200
- Out-of-network coverage at 80 percent (including preventive care)

The prescription drug plan, which is applicable only to the OAP Plan shall have the following provisions.

- Co-payments effective 7/1/12: for a 30-day supply, \$5 for generic drugs, \$15 for formulary brand name drugs and \$25 for non-formulary drugs
- Co-payments effective 7/1/14: for a 30-day supply, \$5 for generic drugs, \$20 for formulary brand name drugs and \$30 for non-formulary drugs
- Twice the applicable co-pay for a 90-day supply by mail order
- Mandatory generic substitution/no DAW, effective 7/1/14

All plans shall conform to the requirements of the Health Care Reform Act, the IRC and any other legal requirements.

Section 19.1.2 Dental Plan:

Annual Deductible: \$25 per individual
\$75 per family
Waived for preventive

Co-Insurance: 100% preventive
80% routine
50% major

Maximum: \$1,000 per calendar year

Orthodontics: 50% to a lifetime maximum of \$1,000

The points herein discussed shall be governed by the specific wording as expressed in the plan document.

Section 19.1.3 No reference to insurance carriers in this contract shall prevent the City from changing insurance carriers during the term of this contract if the named carrier is unable to provide the benefits outlined at competitive rates.

Any subsequent coverage shall provide the same level of benefits as the present contract of insurance.

Section 19.1.4 Life Insurance. The City shall insure the life of each employee for an amount equal to one thousand dollars (\$1,000) for each one thousand dollars (\$1,000) of the employee's salary.

Section 19.2 Premium Cost Sharing.

- a. For the HDHP-HSA medical plan, each employee shall pay ten percent (10%) of the cost of the medical coverage by payroll deduction:
- b. For the OAP Plan, each employee hired prior to January 1, 2012 shall pay sixteen percent (16%) of the cost of the medical coverage by payroll deduction.

An employee who is hired on or after January 1, 2012 shall pay the applicable premium cost share for the lowest cost plan and may buy up to the higher cost plan by paying the dollar amount of the co-pay for the lowest cost plan plus fifty percent (50%) of the difference in premium cost for the higher cost plan or the premium cost share above, whichever is greater.

- c. For dental coverage, the employee shall pay by payroll deduction the same cost share as for the HDHP-HSA plan.
- d. All cost sharing by an employee shall be in accordance with the IRS Section 125 Plan.

Note: The cost of prescription coverage is included in the overall plan cost and cost sharing.

Section 19.3 Retiree Insurance.

- a. An employee hired prior to January 1, 2012, who retires in accordance with the Police Pension Plan shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Cost sharing shall be as follows:
 - (i) If the employee has 25 or more years of service at the time of retirement, the City shall pay the full cost for any such retiree and his/her spouse and enrolled dependents at the time of retirement.
 - (ii) If the employee retires at age 55 with less than 25 years of service, or on a disability pension with less than 25 years of service, the cost sharing shall be based on years of service at the time of retirement as follows:

<u>Years of Service</u>	<u>City %</u>	<u>Retiree %</u>
0 to 9	50%	50%
10 to 19	50% plus 3% per year	balance

(max 77%)

20 or more, but less than 25 80% 20%

- b. An employee hired on or after January 1, 2012, who retires on a non-disability pension shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Provided that the employee has at least twenty (20) years of service at the time of retirement, the City shall pay sixty-five percent (65%) of the cost of participation for the retiree and the retiree's spouse and enrolled dependents at the time of retirement.
- c. An employee hired on or after January 1, 2012, who retires on a disability pension shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Cost sharing shall be as follows:

<u>Years of Service</u>	<u>City %</u>	<u>Retiree %</u>
0 to 5	25%,	75%
6 to 9	40%	60%
10-19	50% plus 1.5% per year (max 63.5%)	balance
20 or more	65%	35%

- d. The widow/widower of a retiree who was the spouse of the retiree at the time of retirement shall continue to be eligible for medical insurance coverage on the same basis as prior to the retiree's death, until such time as he/she remarries, is eligible to be covered by paid medical insurance from another source, or reaches age 65 (or such age as established by law for Medicare eligibility).
- e. Retirees, as well as their dependents, and widows/widowers shall be subject to any cost containment measures adopted by the City.
- f. At such time as a retiree, his/her dependent(s) or a widow/widower becomes eligible for Medicare, the City may substitute Medicare supplemental coverage for active employee medical coverage. The present practice shall continue, requiring that any costs associated with Medicare

coverage (Parts A and B) be borne solely by the retiree, dependent(s) or widow/widower.

- g. For bargaining unit employees on the active payroll as of the date of the ratification and signing of this 2015-2017 Agreement, upon retirement on a normal or service connected disability retirement, the retiree shall be provided with the same Dental Plan as provided to active employees per Section 19.1.2, up to age 65. Cost sharing for the Dental Plan shall be in accordance with sub-section a or c above, as applicable.

Section 19.4 The City and the Union shall cooperate in the establishment of health care cost containment measures in addition to those which are presently part of its medical and dental benefits plans. Such measures may include, but shall not be limited to:

- 1) prior authorization for non-emergency or elective hospitalization, surgical procedure or extended hospital stay;
- 2) notification requirements for emergency treatment;
- 3) pre- and post-admission or treatment utilization review;
- 4) limitations on diagnostic testing;
- 5) limitations on treatment for nervous and mental disorders, and for substance abuse, which may include but shall not be limited to required use of preferred providers;
- 6) a managed prescription drug program which combines a retail network with a mail order program;
- 7) reasonable penalties for non-compliance with any cost containment measures adopted.

The parties shall meet to review any cost containment measures proposed by the City within thirty (30) days of the proposal. The City shall provide information needed for discussions and shall give good faith consideration to Union proposals for modification. The Union shall not unreasonably withhold agreement to a cost containment proposal. Changes shall not be implemented without prior approval of both parties or if there is no agreement, interest arbitration.

Retirees who retire on or after the date of implementation of cost containment measures, as well as their dependents and widows/widowers shall be subject to cost containment measures adapted in accordance with this Section.

Section 19.5 The City shall maintain a Flexible Spending Account program with terms in accordance federal law. Employees who have Health Savings Account are not eligible to also have a Flexible Spending Account.

Section 19.6 The City shall maintain a Dependent Care Assistance Plan with terms in accordance federal law.

ARTICLE 20

UNION SECURITY

Section 20.1 All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Police Department shall, as a condition of employment, remain or become and remain members in good standing. For the purpose of this Agreement, the terms "members in good standing" shall mean those members who have paid dues.

As an alternative to Union membership, an employee who does not become a member may pay a service or agency fee to the Union to cover the costs of collective bargaining contract administration and grievance adjustment.

ARTICLE 21

EDUCATION INCENTIVE PAY FOR DEGREE IN POLICE SCIENCE AND ADMINISTRATION

Section 21.1 Any employee who acquires credits shall receive annually, and in addition to any other remuneration, the sum of ten dollars (\$10.00) per credit for credits up to and including a Master's degree. This education incentive shall be granted only on the following conditions: The credits must be earned in an accredited college or university program which either has established criteria for earning credits for on-line courses or requires personal attendance at college or university classes. "Mail order" or correspondence courses are not eligible for education incentive payments or for tuition reimbursement under Section 21.2.

Section 21.2 The City shall provide tuition reimbursement subject to the following conditions:

1. Approval of the course must be obtained in advance from the Director of Human Resources, on recommendation of the Chief of Police.
2. Reimbursement shall be made only for courses in police science or police administration.
3. Reimbursement shall be for a maximum of one course per semester.

4. Reimbursement shall be for fifty percent (50%) of the tuition fees paid.
5. No reimbursement shall be made unless a passing grade of C or better is obtained in the course. If the course is graded pass/fail, a grade of "pass" shall be required.
6. Reimbursement shall be processed upon the City's receipt of evidence of the amount of tuition paid and the passing grade in the course for which advance approval was obtained.

ARTICLE 22

MINIMUM PATROL STAFFING

Section 22.1 It is agreed that there shall be not less than the following number of routine patrol sector cars on the various shifts and in keeping with the following schedule:

8-4 shift	8 cars
4-12 shift	10 cars
12-8 shift	7 cars

Upon full civilianization of call taking and dispatch functions:

8-4 shift	11 cars
4-12 shift	13 cars
12-8 shift	9 cars

Upon reaching 106 Police Officers as proposed in Vision 2009:

8-4 shift	11 cars
4-12 shift	14 cars
12-8 shift	10 cars

Section 22.2 It is further agreed that when there is a need to use off-duty Police Officers to maintain these minimums, such work opportunities shall be offered only to regulars.

Section 22.2.1 In the absence of a police officer, vacancies shall be filled, whenever possible, by an employee of the same rank as the absentee.

Section 22.3 Supervisory Minimums. On each of the three shifts, there shall be a minimum of two supervisors, consisting of a Lieutenant and a Sergeant, or two Sergeants. One shall be the shift commander, (the most senior of the supervisors working), and one shall be the road supervisor. In the event that the number of supervisors scheduled to

work during any given shift falls below two, efforts shall be made to hire to fill said with other sections of this contract. The Department shall fill the vacancy created by the last officer to advise the department of his intended absence. This shall be accomplished by affording an officer of comparable rank to such absent officer the right to refuse such an assignment.

Section 22.3.1 In the event that the Patrol card file has been used and a shortage remains, the vacancy shall be offered to all non-patrol supervisors of all divisions. After all personnel of the rank of Sergeant and Lieutenant have been offered right of refusal, said right shall be made available to the Patrol Captain, followed by non-patrol division personnel of the rank of Captain.

Section 22.3.2 Minimum Supervisor Manpower. In the event that no supervisors voluntarily accept overtime to fill a vacancy on any given shift, a supervisor shall be required (ordered) to fill said supervisor's vacancy. Only a supervisor of comparable rank to the officer whose absence caused the shortage shall be required (ordered) to work, should that absence cause there to be fewer than two (2) supervisors scheduled for the shift in question. (except as in 22.3.4, below) This shall be done in accordance with sections 4.3 and 5.2.4 (16-hour rule).

Section 22.3.3 In the event that a vacancy is caused by the absence of a Lieutenant, and no Lieutenant is available to fill that vacancy, a Sergeant may be ordered to fill the lieutenant's vacancy.

Section 22.3.4 In the event that only two supervisors are working a shift, a patrolman may be assigned to the duties normally assigned to the desk sergeant (upon civilianization of communications there will no longer be a desk sergeant). This shall occur under the following guidelines:

1. These duties shall be offered to the most senior patrolman working the shift in question, and first right of refusal shall be his/hers. It shall then be offered to the next senior patrolman, and continued in this manner.
2. Under no circumstances shall an employee of the rank of patrolman be ordered in to work to provide for sufficient manpower to fill any Supervisor's position.

ARTICLE 23

GENERAL PROVISIONS

Section 23.1 If the City grants increases in fringe benefits to other departments, the Union may reopen this contract to negotiate for like benefits.

Section 23.2 All members of the Danbury Police Department shall be furnished with an identification card and leather case for carrying of the identification card and the

officer's badge. The identification card shall clearly display the officer's photograph and such other information necessary to clearly identify the bearer as a member of the Danbury Police Department. Said identification card and badge case shall be the property of the City.

Section 23.3 All new employees of the Police Department shall be furnished a copy of the rules and regulations of the Department during their probationary period. Said copy shall be the property of the City.

Section 23.4 All employees shall have the right to review their personnel and medical files upon reasonable request to the Chief of Police. The Chief of Police shall have the right to refuse such request if he can prove abuse of said privilege.

Section 23.5 The City shall permit the use of all bulletin boards located within the Police Department building by the Union for the posting of notices concerning Union business. This shall not include the front lobby of the Police Department Building.

Section 23.6 All members of the Department shall, while on motor patrol duty, be permitted to wear a waist coat commonly known as a "leather car coat" or "leather car jacket." Said waist coat shall be the property of and shall be paid for by the individual employee.

Section 23.7 Effective on and after July 1, 2012, all employees shall receive wages and other payments by direct deposit.

Section 23.8 The performance of all regular employees shall be evaluated annually. Prior to implementing performance evaluations, an evaluation form shall be developed and the City shall provide training to those supervisors who will be responsible for conducting performance evaluations.

The following process shall be used to develop and evaluation form:

1. Following implementation of this 2011-2015 Agreement, the City shall provide the Union with a proposed evaluation form.
2. Representatives the City and the Union shall meet and discuss the proposed form and any proposed modifications.
3. If there is no agreement on a form at the conclusion of 90 days from the date the initial form was provided to the Union, the dispute shall be submitted to arbitration through the labor arbitration process of the American Arbitration Association (AAA), or through a comparable process with mutual agreed arbitrator. The AAA fees and the fee of the neutral arbitrator shall be shared equally by the parties.

4. The form as determined by mutual agreement of the parties, or if there is no agreement, by arbitration shall be used to evaluate employees.

Section 23.9 Job Descriptions

Subject to approval of the Civil Service Commission, the City shall revise existing job descriptions for tested positions to reflect the changes made in each rank as a result of the Vision 2009 reorganization. The City shall also revise existing job descriptions for appointed ranks to reflect the changes made in each such rank as a result of the Vision 2009 reorganization.

In the course of preparing for the Police Department's application for accredited status, the City shall develop functional job descriptions as required by the accreditation agency. These job descriptions shall reflect the actual duties being performed and any changes contemplated by the Vision 2009 Reorganization. The Union shall be included in the process of developing these job descriptions.

The City acknowledges that it has a duty to bargain over the impact of any substantial change in job duties beyond those currently being performed by police officers or anticipated during the negotiations over the impact of the Vision 2009 Reorganization.

Section 23.10 Civilian Dispatch and Front Desk Call Taking

There shall be a two-phase transition to civilianization of front desk call taking and dispatching. Effective as soon as practicable following agreement, the Department shall hire civilian call takers who will also work on the front desk. As call takers are hired and trained, they shall replace police officers performing call-taking and front desk functions and the police officers performing that work will be returned to regular patrol functions.

Following the above, the City shall move toward implementation of full civilian dispatching. This will commence with a transition period, not to exceed nine (9) months. During the transition period, there will be one civilian and one sworn police dispatcher on duty in the police dispatch center at all times. Said sworn police dispatcher shall not be counted as part of the minimum staffing for any given shift during which such transition is occurring.

The precise dates for the above will depend on the availability of appropriate facilities.

Following implementation of civilian dispatch, there shall continue to be an opportunity for a limited number of police officers to serve as replacement or temporary dispatchers to fill in for civilians who are absent, to temporarily fill vacancies, and/or to work overtime that is not taken by civilians. These Temporary Police Officer Dispatcher positions shall be posted as and treated as special assignments. The City/Police

Department shall not mandate that police officers work as dispatchers once civilian dispatch is implemented. Assignments shall be on a voluntary basis.

Upon implementation of civilian dispatch, the civilians may report to a civilian manager of communications. However, at all times, there shall be a ranking officer/shift commander in the building.

Section 23.11 The Department shall maintain a handbook or other record of all special assignments which shall include, for each such assignment, a description of the functions and responsibilities, all requirements or prerequisites for obtaining such assignment and the criteria that will be used in selecting applicants. The procedure for filling special assignments shall be as follows:

1. Notice of a vacancy in a special assignment shall be announced at role call and shall be posted for at least seven (7) calendar days prior to the deadline for applications.
2. The notice shall include a brief list of all prerequisites or required qualifications.
3. Any sworn personnel interested in applying for the special assignment shall file a written application with the Chief or other officer designated on the notice to receive applications. Applications shall be made on forms provided by the Department.

The Chief shall have the power and discretion to make temporary or emergency appointment without following this procedure, for a period of not more than ninety (90) calendar days.

With respect to special assignments for the Hostage Negotiation Team and SWAT Team:

1. The criteria for selection shall include, among other criteria, a goal of team membership that reflects the diversity of the Danbury community, for enhancing these teams' effectiveness in dealing with a wide variety of emergency situations.
2. Decisions concerning the acceptance or rejection of applicants shall be made by the Chief in consultation with the team commander, who may consider, as one factor any specific, legitimate and job related reason expressed by any team member for selection or rejection of a particular applicant.

Section 23.12 Resignations from Special Assignments. An employee who applies for and is appointed to a special assignment by the Chief of Police may resign from said assignment subject to the following conditions:

1. An employee who seeks to resign from a special assignment shall so request in writing to the Chief of Police at least sixty (60) days prior to the date of the proposed effective date of the resignation.
2. A request to resign from a special assignment may not be submitted until the employee has served in the assignment for a minimum of two (2) years.
3. The Chief shall honor a request to resign from a special assignment which is made in accordance with these conditions, provided, however, that the Chief shall have the right to defer the effective date of the resignation until such time as there is a replacement appointed, or the Chief decides not to fill the assignment, and/or until a date that is appropriate given departmental scheduling considerations (e.g., the start of a bid cycle if applicable) or operational needs. The maximum number of days that the Chief may defer the effective date of the resignation is one hundred twenty days (120) days from the date of the employee's written notice of resignation.
4. When the Chief receives a request to resign from a special assignment, if the Chief intends to replace the resigning employee in that assignment, the Chief will post the special assignment not later than thirty (30) days after receiving the written notice of resignation from the incumbent. In the event that no qualified employee applies for the special assignment, the Chief may appoint a qualified employee to perform said assignment and receive the required training for same. The Chief shall appoint the least senior qualified employee (other than the employee who resigned.)
5. This provision shall apply to all special assignments including dispatching.

Section 23.13 The existing Rules and Regulations of the Police Department shall be revised by the City. Prior to finalizing a new set of Rules and Regulations, the City shall provide the Union with a draft for review and comment. The Union shall have a period of 45 days to review the draft and present its comments in writing. Representatives of the City and the Union shall meet to discuss the comments, before a final version is promulgated.

Section 23.14 Whenever this Agreement or City policy or process requires distribution of information or documents, posting, application or other notice, to the extent practicable such shall be done electronically.

Section 23.15 When an incumbent who has a take-home vehicle leaves the position/assignment, the issue of a vehicle assignment will be reevaluated and the City reserves the right to eliminate the vehicle for that position/assignment. The City shall not be required to purchase replacements for take-home vehicles.

Section 23.16 All employees shall be subject to substance abuse testing in accordance with Appendix C of this Agreement.

ARTICLE 24

HEALTH AND SAFETY

Section 24.1 To insure the health and safety of the members of the bargaining unit, each patrol vehicle shall be equipped with at least the following equipment:

- a) complete first aid kit;
- b) fire extinguisher plus refill;
- c) six (6) road flares;
- d) safety screens.

Section 24.1.1 All of the patrol vehicles shall be equipped with electronic sirens, public address system.

Section 24.2 No employee shall be required to operate any vehicle not so equipped, nor shall said employee be required to operate any vehicle which by the nature of its mechanical condition, or failure of equipment, is in violation of the laws of the State of Connecticut.

ARTICLE 25

DISCIPLINARY ACTIONS AND DISCHARGE

Section 25.1 No employee shall be suspended, discharged, reduced in rank or grade, or be subject to any other disciplinary action, except for just cause.

Section 25.2 A meeting may be held by the Chief of Police if, in his determination, the offense involved would warrant a suspension of ten (10) or fewer working days. In the event such a meeting is held by the Chief of Police, no further hearing will be scheduled in accordance with Section 25.3. If the employee is not satisfied with the decision of the Chief of Police, said employee may process a grievance under the provisions of Article 9, Grievance Procedure. The parties shall have the option of a representative of their choice in a meeting conducted by the Chief of Police and such meeting shall be closed to the public and press unless it is mutually agreed otherwise.

All suspensions shall start on the first working day of the work cycle. If a suspension spans the employee's days off, the employee shall not be permitted to work overtime or private duty on those days.

Section 25.3 Disciplinary hearings other than those conducted by the Chief of Police shall be conducted by the Mayor. All witnesses shall be sworn. Any member of the Department involved in any disciplinary action or proceeding shall at all times have the right and choice of Union representation. The City or the Union shall have the right to use a public stenographer to record the minutes of such hearings, or to employ mechanical recording devices for such purpose. All hearings shall be closed to the public and press unless it is mutually agreed by both the city and the Union that the hearing will be open.

Section 25.4 An employee facing departmental charges of any nature shall be provided with a complete written copy of such charges not later than five (5) days prior to any hearing thereof.

Section 25.5 In the event of the suspension of any member of the Department without pay, a hearing in accordance with the procedures set forth in this Article shall be held within ten (10) days of such suspension.

Section 25.6 Any employee who may be found guilty of any charges and subjected to punitive measures and/or discharge, shall have the right, as provided in Article 9, to appeal such decision to the Connecticut State Board of Mediation and Arbitration.

Section 25.7 Employees against whom departmental charges have been brought, and the City, shall have the right to have the hearing thereof rescheduled upon the showing of just cause, for a period not to exceed fifteen (15) days.

ARTICLE 26

UNSPECIFIED BENEFITS

Section 26.1 This Agreement shall not abridge any employee's rights to which said employee is entitled by ordinance or charter of the City unless such right is specifically covered by one or more terms of this Agreement.

Section 26.2 The City agrees that it will not make any substantial change in a past practice which is a mandatory subject of bargaining that is not covered by one or more terms of this Agreement. To qualify as a "past practice," the practice must meet the test for a "past practice" as established by arbitrators and the State Board of Labor Relations.

ARTICLE 27

RETROACTIVE PAY

Section 27.1 All payments of additional wages past due, if any, under this Agreement by reason of increases in wages, above the levels of June 30, 2015, shall be made by the City to the members of the Union not later than the fourth pay day following

the ratification of this Agreement by the Common Council. There shall be no retroactivity for Special Services, Extra Police Work, Extra Duty or Private Duty Work.

ARTICLE 28

VALIDITY

Section 28.1 If any Article or Section hereof is declared to be invalid, or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the validity of any other Article or Section hereof, and the parties agree to reopen this Agreement for the purpose of substituting provisions for such invalid provision.

ARTICLE 29

DURATION

Section 29.1 This Agreement on Articles 1 through 29 shall be effective on implementation. "Implementation" shall occur as soon as practicable following approval by the Danbury City Council or issuance of an arbitration award. Only those provisions for which a retroactive effective date is specified shall be retroactive.

This Agreement shall expire on June 30, 2017.

**CONTRACT PROVISIONS
APPLICABLE TO THE
ANIMAL CONTROL OFFICERS**

**ARTICLE 30
RECOGNITION**

Section 30.1 The City recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Police Department commonly referred to as Animal Control Officers exclusive of the Chief and Deputy Chief of Police.

**ARTICLE 31
DUES CHECK OFF**

Section 31.1 The City has agreed to deduct from the paycheck of each Animal Control Officer who has signed, or who hereafter may sign an authorized payroll deduction card, a sum certified in writing by the secretary or other authorized official of the Union to be Union dues or agency fees.

Section 31.2 These deductions will be made each pay period.

Section 31.3 The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues or agency fee deductions as specified in this Article.

**ARTICLE 32
SENIORITY**

Section 32.1 Department seniority as used in this Article is defined as the total length of continuous service in the employ of the City in a capacity of Animal Control Officer.

Section 32.2 All newly appointed Animal Control Officers shall serve a probationary period of one year. During the probationary period, the newly hired probationary employee shall be entitled to representation by the Union but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure.

Section 32.3 Upon completion of the probationary period as Animal Control Officer an employee's seniority shall date from the original date of employment as an Animal Control Officer.

Section 32.4 An employee shall lose all seniority if:

- a) he/she voluntarily terminates his/her employment with the Department;
- b) he/she is discharged for just cause;
- c) he/she fails to return to work upon expiration of a leave of absence, without a reasonable excuse in the opinion of the Chief of Police or the Mayor.

Section 32.5 In the case of layoff or furlough, any such layoff or furlough shall be made in reverse order of Department Seniority.

ARTICLE 33

HOURS OF WORK AND CALL-BACK PAY

Section 33.1 The standard work week shall be forty (40) hours.

Section 33.2 In case of emergency, the Chief of Police shall have the authority to alter the work schedule to provide for said emergency.

Section 33.3 No employee shall be paid unless he/she is at work, or in accordance with the conditions outlined in these rules, is authorized to be absent therefrom. Every employee shall notify his Department Head or Supervisor, whenever possible, of his/her inability to report for work and the reason for such absence.

Section 33.4 For each incidence of call-back duty, the employee shall be compensated a minimum of four (4) hours at straight time hourly rate.

ARTICLE 34

HOLIDAYS

Section 34.1 The following are official holidays for employees:

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

Section 34.2 Exceptions:

- A. No emergency or temporary employees shall be granted time off with pay except for those holidays which occur after said employee has completed ninety (90) days of continuous employment just prior to the date of the holiday.
- B. Any part-time employee shall be granted time off with pay if the holiday falls on a day when he/she would normally have been scheduled to work. The pay he/she receives shall be for the number of hours he/she would normally have been scheduled to work.

Section 34.3 Holiday pay for which an employee is eligible shall be accumulated and paid in a single payment on the first pay day in November.

Section 34.4 Each employee shall receive holiday pay for twelve (12) legal holidays to be paid during the month of November of each year, as herein above provided. Holiday pay shall be for the fiscal years beginning July 1st and ending the following June 30th. If an employee shall leave the City's employ after holiday pay has been paid, but not earned, said employee shall refund or have deducted from his/her final pay a sum equivalent to the holiday pay so unearned.

ARTICLE 35

VACATION LEAVE

Section 35.1 Animal Control Officers shall accrue vacation leave for continuous service from the date of initial employment, but they are not credited with or eligible to use such leave until they have completed at least six (6) months of service.

Section 35.2 Vacation accrual shall be:

- a) one (1) calendar week after six (6) months continuous service;
- b) two (2) calendar weeks after one (1) year continuous service;
- c) three (3) calendar weeks after five (5) years continuous service;
- d) four (4) calendar weeks after eleven (11) years continuous service;
- e) five (5) calendar weeks after seventeen (17) years continuous service.

Section 35.3 Vacations shall be taken on fiscal year basis and qualifying time shall be during the fiscal year (that is: if six months service is completed during the fiscal year,

then one week may be taken during that period; if one year service is completed during the fiscal year, then two weeks may be taken during that period, etc.)

Section 35.4 Vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five working days to the next year.

Section 35.5 Vacation leave must be applied for by the employee and is subject to approval by the Department Head and/or appointing authority.

Within each Department, certain periods of the year may be withheld as a non-vacation period. In case of conflict, Department seniority shall be in effect.

Section 35.6 When the service of a permanent employee shall be terminated by resignation, death, dismissal or otherwise, he/she or his/her account shall be credited with the amount of pay based on earned leave.

Section 35.7 Pro-rated vacation for employees who terminate their employment before the start of a new vacation period shall be:

- a. For employees hired prior to July 1, 1971, vacation shall be pro-rated from July 1st to date of termination.
- b. For employees hired after July 1, 1971, vacation shall be pro-rated from anniversary of date of employment to date of termination.

ARTICLE 36

LEAVE OF ABSENCE WITHOUT PAY

Section 36.1 No leave shall accrue for any period in which an employee is on leave of absence without pay.

Section 36.2 Two (2) personal days, in each calendar year, with pay, shall be granted each employee subject to prior approval by the Chief of Police or his designate but they are not credited with or eligible to use such leave until they have completed the probationary period and receive permanent appointment. One (1) personal day per year may be carried over each year and placed in an employee's bank to be used at any time. The employee may request reimbursement at the time of retirement.

ARTICLE 37

SICK LEAVE

Section 37.1 All classified Animal Control Officers shall accrue sick leave for continuous service from date of initial employment, but they are not credited with or

eligible to use such leave until they have completed the probationary period and receive permanent appointment.

Section 37.2 Employees shall earn sick leave days at the rate of one and one-half (1 1/2) days per month.

Not later than May 1 of each year, an employee shall make an election in writing, to the Human Resources Department, regarding the sick leave to be earned in the next fiscal year (July 1 - June 30). The employee may elect one of the following:

- Payment for unused sick leave days remaining on the following June 30, at the rate of one-half (1/2) day's pay per unused sick leave day.
- Deposit of the unused sick leave days to the employee's nonredeemable sick leave bank.

On or about April 1, the Department shall provide each employee with notice of the days remaining in his/her non-redeemable sick leave bank and a form on which to make this election.

If the employee fails to make a timely election, the employee's unused sick leave days remaining on the following June 30 shall be deposited to the employee's nonredeemable sick leave bank. An employee may change his/her election after May 1 only in the event of an unforeseeable emergency, at the discretion of the Chief or his designee.

Employees affected by this Section will have sick leave days charged to the anticipated eighteen (18) days to be earned during the fiscal year. If the employee exceeds eighteen (18) sick leave days, the excess days will be drawn from the employee's sick leave bank.

This understanding is to accommodate employees who may be on sick leave for more days than they have earned to date during fiscal year. Example: Officer John Jones is out sick the first five (5) working days in September. According to contract, he has earned only three (3) days this fiscal year, one and one-half for each month of July and August. Despite these conditions, the City will continue to pay sick leave and eventually drawn them from the eighteen (18) days Officer Jones will have accumulated during the year.

At the end of the fiscal year, or when an employee is terminated, the difference between the sick days earned during the current fiscal year and the number of used sick days will be calculated. If more than eighteen (18) sick days were used, the excess of eighteen (18) will be taken from the employee's bank. If less than eighteen (18) days were used, the difference between eighteen (18) and the number of used sick days will be added to the employee's non-redeemable sick leave bank, or redeemed in compliance with the terms of the contract.

Section 37.3 If an Animal Control Officer resigns, but is reemployed on a permanent basis within one calendar year from the date of his/her resignation, he/she shall be credited with the amount of the sick leave bank accrued to his/her credit on the effective date of his/her resignation.

Section 37.4 Failure on the part of an employee to notify his/her Department Head promptly of his/her absence due to sickness may be cause for denial of sick leave privilege. A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of more than three consecutive working days will be requested at the discretion of the Department Head and/or appointing authority.

Section 37.5 Holiday: A holiday occurring during approved sick leave shall be recorded as a holiday and not as a day of leave.

Section 37.6 Injury leave shall not be charged to sick leave.

Section 37.6.1 Each employee who is injured or disabled in the line of duty and within the scope of his employment shall be entitled to injury leave with full pay from the date of injury, until such time as the first of the following occurs:

- (1) he is able to return to duty;
- (2) he is placed on disability pension;
- (3) he has reached maximum medical improvement as determined by his treating physician and is no longer able to perform Animal Control Officer duties;
- (4) eighteen (18) calendar months have passed, provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.

Section 37.6.2 Other expenses incidental to such injury including but not limited to medical and hospital expenses, shall be paid by the City as provided by the Workers' Compensation Act of the State of Connecticut.

Section 37.6.3 This provision shall cover any present member of the Department even though the condition which makes him/her unable to work resulted from an injury in the line of duty prior to the date of this Agreement.

ARTICLE 38
CIVIL, EMERGENCY AND SPECIAL LEAVE

Section 38.1 An Animal Control Officer shall be given time off without loss of pay, annual leave or sick leave when:

- a) in the event of death in the immediate family when as much as three working days leave may be granted. Immediate family means wife, husband, mother, father, sister, brother, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative who is domiciled in the employee's home. One day leave may be granted for the funeral of first aunts or uncles.
- b) summoned to appear as a witness before a court, grand jury, or other public body or commission;
- c) performing emergency civilian duty in relation to national defense;
- d) participating in a City Merit System examination on a regular work day or taking a required examination pertinent to employment for the City.
- e) The appointing authority is authorized to grant time off for a reasonable purpose such as seminars, lectures and other educational purposes where the City may benefit.

ARTICLE 39
MILITARY TRAINING LEAVE

Section 39.1 An employee in the classified service, who, by reason of membership in the United State Military, Naval or Air Reserve, or in the Connecticut National Guard or Naval Reserve, is required by the appropriate authorities to participate in training activities or in active duty shall be granted military leave not to exceed thirty (30) days in any one calendar year and shall receive for such a period the amount of pay less any payment received for military service other than expenses, equal to his/her regular salary. Should the employee be required to participate in such training activities for a period greater than thirty (30) days, he/she shall continue to accrue annual and sick leave credits. Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods generally of the members of the respective armed services.

ARTICLE 40
LEAVE WITHOUT PAY FOR FIVE DAYS OR LESS

Section 40.1 A leave of absence without pay not to exceed five consecutive work days at one time may be granted to any employee who requested in writing and approved by the Department Head and appointing authority. The maximum cumulative periods of such leave shall not exceed thirty (30) working days in any twelve (12) month period.

ARTICLE 41
WAGES

Section 41.1 The following annual pay schedules shall apply:

Effective July 1, 2015 (2.75%)

Animal Control Officer	\$62,844
Assistant Animal Control Officer	\$59,291

For bargaining unit employees on the active payroll as of the date of the ratification and signing of this Agreement by both parties, the July 1, 2015 wage increases shall be retroactive.

Effective July 1, 2016 (2.75%)

Animal Control Officer	\$64,572
Assistant Animal Control Officer	\$60,922

Section 41.2 Each employee shall receive a uniform and equipment allowance per fiscal year payable to each employee the second pay day in July. The amount of this allowance shall be one thousand, seven hundred dollars (\$1,700.00).

Section 41.3 Effective on and after July 1, 2012, all employees shall receive wages and other payments by direct deposit.

ARTICLE 42
PENSION PLAN

Section 42.1 The City of Danbury agrees that the City of Danbury Pension Plan for General Employees approved by the Common Council of the City of Danbury on July 3, 1973, and any amendments thereto resulting from negotiations between the City and

Unions representing City employees covered by the Pension Plan shall become a part of this contract.

ARTICLE 43 **EMPLOYEES MEDICAL AND LIFE INSURANCE**

Section 43.1 Health and Life Insurance

Section 43.1.1 Medical Insurance: Animal Control Officers shall have the same medical insurance options and plan provisions as are available to police officers, described in Section 19.1.1 and Appendix B of this Agreement.

Section 43.1.2 Dental Plan:

Annual Deductible:	\$25 per individual \$75 per family Waived for preventive
Co Insurance:	100% preventive 80% routine 50% major
Maximum:	\$1,000 per calendar year.
Orthodontics:	50% to a lifetime maximum of \$1,000

The points herein discussed shall be governed by the specific wording as expressed in the plan document.

Section 43.1.3 No reference to insurance carriers in this contract shall prevent the City from changing insurance carriers during the term of this contract if the name carrier is unable to provide the benefits outlined at competitive rates. Any subsequent coverage shall provide the same level of benefits as the present contract of insurance.

Section 43.1.4 Life Insurance. The City shall insure the life of each employee for an amount equal to one thousand dollars (\$1,000) for each one thousand dollars (\$1,000) of the employee's salary.

Section 43.2 Premium Cost Sharing

- a. For the HDHP-HSA medical plan, each employee shall pay ten percent (10%) of the cost of the medical coverage by payroll deduction:

- b. For the OAP Plan, each employee hired prior to January 1, 2012 shall pay sixteen percent (16%) of the cost of the medical coverage by payroll deduction.

An employee who is hired on or after July 1, 2012 shall pay the applicable premium cost share for the lowest cost plan and may buy up to the higher cost plan by paying the dollar amount of the co-pay for the lowest cost plan plus fifty percent (50%) of the difference in premium cost for the higher cost plan or the premium cost share above, whichever is greater.

- c. For dental coverage, the employee shall pay by payroll deduction the same cost share as for the HDHP-HSA plan.
- d. All cost sharing by an employee shall be in accordance with the IRS Section 125 Plan.

Section 43.3 The City and the Union shall cooperate in the establishment of health care cost containment measures in addition to those which are presently part of its medical and dental benefits plans. Such measures may include, but shall not be limited to:

- 1) prior authorization for non-emergency or elective hospitalization, surgical procedure or extended hospital stay;
- 2) notification requirements for emergency treatment;
- 3) pre- and post-admission or treatment utilization review;
- 4) limitations on diagnostic testing;
- 5) limitations on treatment for nervous and mental disorders, and for substance abuse, which may include but shall not be limited to required use of preferred providers;
- 6) a managed prescription drug program which combines a retail network with a mail order program;
- 7) reasonable penalties for non-compliance with any cost containment measures adopted.

The parties shall meet to review any cost containment measures proposed by the City within thirty (30) days of the proposal. The City shall provide information needed for discussions and shall give good faith consideration to Union proposals for modification. The Union shall not unreasonably withhold agreement to a cost containment proposal. Changes shall not be implemented without prior approval of both parties or if there is no agreement, interest arbitration.

Retirees who retire on or after the date of implementation of cost containment measures, as well as their dependents and widows/widowers shall be subject to cost containment measures adapted in accordance with this Section.

Section 43.4 Effective as soon as practicable following implementation of this 2011-15 Agreement, the City shall establish a Flexible Spending Account program with terms in accordance federal law. Employees who have Health Savings Account are not eligible to also have a Flexible Spending Account.

Section 43.5 Effective as soon as practicable following implementation of this 2011-15 Agreement, the City shall establish a Dependent Care Assistance Plan with terms in accordance federal law.

ARTICLE 44 **GRIEVANCE PROCEDURE**

Section 44.1 This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship within the Police Department.

- A. Purpose: The purpose of the grievance procedure it so provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale within the Department.
- B. Definitions: A grievance for the purposes of this procedure shall be deemed to be employee or Union complaint related to or concerned with:
 - (1) discharge, suspension, or other disciplinary action;
 - (2) interpretation and application of rules, regulations, and policies;
 - (3) matters relating to the interpretation and application of the terms and conditions of this Agreement.
- C. Time Extensions: Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto.
- D. Procedure:
 - 1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.

2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE: Any employee, with or without Union, or the Union may file a grievance with the Chief of Police within fourteen (14) days of the date of the occurrence giving rise to the grievance. The Chief or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Chief or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union. This Step may be waived by mutual agreement of the Chief or his designee and the Union.

STEP TWO: If the employee or the Union is dissatisfied with the decision rendered by the Chief of Police, or in the event there is no such decision, said employee or the Union shall submit the grievance in writing to the Mayor or his designee within ten (10) days of the response at Step One or, in the event no decision was rendered, within ten (10) days of the deadline for the Step One response. The Mayor or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Mayor or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union.

STEP THREE: If the grievance shall not have been disposed of to the satisfaction of the Union, or if the Mayor or his designee shall fail to render his decision within five (5) calendar days after the grievance meeting, the Union shall have the right to submit the grievance for final resolution to the Connecticut State Board of Mediation and Arbitration within twenty (20) calendar days after the date of such decision by the Mayor or his designee, or, in the event no decision was rendered, within twenty (20) calendar days of the deadline for the Step Two response. The decision of said Board shall be final and binding upon both parties.

- E. Failure to Answer: If at any step in the procedure hereinbefore outlined, the Department or the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless the extension of time required is mutually agreed upon in writing.

- F. Union as Complainant: The Union shall have the right to submit grievances in the name of the Union in the same manner as is provided herein for individual employees.
- G. Representation: The Union shall have the right and choice of representation whenever representation is desired by either an individual employee or the Union.
- H. Recording of Minutes or Testimony: Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at arbitration, with the knowledge of the other party.

ARTICLE 45 **COURT TIME**

Section 45.1 Employees who may be required to attend any Court or meet with Court officials for any purpose during their off-duty hours, shall be paid by the City, in addition to any fees paid by the State, the employee's straight time hourly rate of pay for each hour or portion thereof so spent.

Section 45.2 There shall be a minimum of four (4) hours given for any appearance which involves four (4) hours or less.

Section 45.2.1 When appearances involve more than four (4) hours, the employee shall be credited with each hour or portion thereof rounded to the nearest hour or half-hour.

Section 45.3 Employees who may be required to attend any Court or meet with Court officials for any purpose on their regular day off, or while off on vacation or other authorized leave, shall be paid by the City a sum of money which, when added to any fees paid by the State, shall total and be equal to a day's pay at one and one-half times the prevailing rate of pay.

Section 45.4 Time spent in Court by an employee shall be recorded each day that such appearances are made in Court on Court time record slips provided by the Department, which shall be so confirmed by the signature of a court official, and the employee, and the Chief of Police shall each receive a copy thereof.

Section 45.5 An employee called for jury duty shall promptly provide the Chief with a copy of the notice from the court. If the Chief deems it appropriate to request that the employee be excused, the employee will cooperate in seeking the exemption. An employee on jury duty shall be paid as required by statute and thereafter shall receive, for each day of jury service, the difference between the employee's straight time earnings and the amount received for jury service. On any day when an employee on jury duty is not required to report to court, he/she shall report for duty as scheduled.

ARTICLE 46
GENERAL PROVISIONS

Section 46.1 The performance of all regular employees shall be evaluated annually. Prior to implementing performance evaluations, an evaluation form shall be developed and the City shall provide training to those supervisors who will be responsible for conducting performance evaluations. The evaluation form shall be developed as part of the process set forth in Article 23, Section 23.8 of the contract for police officers.

Section 46.2 All employees shall be subject to substance abuse testing in accordance with Appendix C of this Agreement.

Section 46.3 Whenever this Agreement or City policy or process requires distribution of information or documents, posting, application or other notice, to the extent practicable such shall be done electronically.

ARTICLE 47
DURATION

Section 47.1 This Agreement on Articles 30 through 47 shall be effective on implementation. "Implementation" shall occur as soon as practicable following approval by the Danbury City Council or issuance of an arbitration award. Only those provisions for which a retroactive effective date is specified shall be retroactive.

This Agreement shall expire on June 30, 2017.

**CONTRACT PROVISIONS
APPLICABLE TO THE
SPECIAL POLICE OFFICERS**

**ARTICLE 48
RECOGNITION**

Section 48.1 The City recognizes the Union as the sole and exclusive bargaining agent for all Union Special Police Officers who work for the Danbury Police Department and qualify for membership in the bargaining unit in accordance with Sections 7-467 to 7-479 of the Connecticut General Statutes, as amended.

Effective on and after January 1, 2012, eligibility for initial appointment as a Special Police Officer shall be limited to individuals who retired on a non-disability retirement from the Danbury Police Department and who have a positive recommendation from the Chief of Police or his designee.

Section 48.2 Hours worked on private duty assignments for which the Special Police Officer is compensated indirectly by sources other than the City of Danbury shall not be counted when determining the eligibility of an officer for membership in the bargaining unit pursuant to the provisions of Sections 7-467 to 7-479 of the Connecticut General Statutes, as amended.

Section 48.3 On or about January 1 of each calendar year, the City shall make a determination as to qualification for membership in the bargaining unit in accordance with Section 7-467 of the Connecticut General Statutes. Any Special Police Officer who, in the preceding calendar year, has worked one hundred twenty (120) days or more shall be deemed a member of the bargaining unit as of January 1 and shall continue to be treated as a bargaining unit employee for that full calendar year following.

**ARTICLE 49
HIRING**

Section 49.1 Union Special Police shall receive priority in hiring for special police officer jobs and shall be able to sign up for extra duty assignments after 12:00 noon on Wednesday.

Section 49.2 The parties recognize that certain assignments for which Union Special Police are hired involve working reasonably regular shifts over long periods of time. These assignments shall be recognized as "steady assignments" and the City may, but shall not be required to, rotate steady assignments among Union Special Police. Steady assignments shall be required to maintain the same qualifying hours as other Union Special Police.

Section 49.3 The City shall provide the following benefits to Special Police Officer who is working at the Danbury Public Library on a full-time basis, for a minimum of thirty-five (35) hours per week. These benefits will be provided on the same basis as they are provided to full-time regular Police Officers. The benefits are:

- (a) medical, dental and life insurance benefits;
- (b) payment for holidays on which the Library is closed if the holiday (or the day on which the holiday is observed by Library employees) falls on a day when he would otherwise be scheduled to work;
- (c) vacation on the same schedule as applies to the Animal Control Officer (prorated for calendar year 2000); and
- (d) sick leave accrual at the rate of one and one-half days per month.

ARTICLE 50

WAGES

Section 50.1 During the term of this Agreement, the City shall pay the following rates per hour effective on the dates specified:

July 1, 2015 (2.75%) \$20.77

For bargaining unit employees on the active payroll as of the date of the ratification and signing of this Agreement by both parties, the July 1, 2015 wage increases shall be retroactive.

July 1, 2016 (2.75%) \$21.34

Effective on and after July 1, 2012, all employees shall receive wages and other payments by direct deposit.

Section 50.2 In lieu of non-medical benefits, the City shall pay actives an additional premium of sixty cents (\$.60) for each hour actually worked.

Section 50.3 A clothing allowance of two hundred dollars (\$200.00) shall be paid to all Special Police Officers who are eligible for coverage by this Agreement as provided in Article 48 above and who work in excess of two hundred forty (240) hours per year. Payment of the clothing allowance shall be made on or about July 1 of the fiscal year following that in which the employee worked the required number of days and hours.

ARTICLE 51
MEDICAL INSURANCE

Section 51.1 A Union Special Police Officer may make application to the City Insurance Department for participation at his own cost in the same hospitalization and medical plans as afforded regular police officers.

In the event the insurance carrier permits such participation by the group of Union Special Police, then the premium charged to the City by such participation shall be paid to the City by each participating Union Special Police Officer no later than the 15th of the month preceding the month of insurance coverage. Failure to make such payment to the City will result in the termination of coverage at the end of the month. There shall be no cost to the City for such insurance coverage.

Section 51.2 In the event the City changes carriers, then similar arrangements will be accorded to Union Special Police under the new insurance carrier.

ARTICLE 52
BENEFITS FOR LONG TERM ASSIGNMENTS

Section 52.1 Special Police Officers who accept a regular long term assignment requiring a minimum of thirty-five (35) hours per week as a security officer at the Danbury Public Library, City Hall or other City facility shall be entitled to the following benefits upon the completion of one (1) year of said assignment:

- (1) holiday pay for holidays that occur on days on which they are normally scheduled to work;
- (2) ten (10) days per year sick leave with pay;
- (3) two (2) weeks of paid vacation time per year.

ARTICLE 53
GRIEVANCE PROCEDURE

Section 53.1 Purpose. This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the City and the Union Special Police and to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the Union Special Police.

Section 53.2 Definitions. A grievance for the purpose of this procedure shall be deemed to be an employee complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement.

Section 53.3 Time Extensions. Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto.

Section 53.4 Procedure.

1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE: Any employee, with or without Union, or the Union may file a grievance with the Chief of Police within fourteen (14) days of the date of the occurrence giving rise to the grievance. The Chief or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Chief or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union. This Step may be waived by mutual agreement of the Chief or his designee and the Union.

STEP TWO: If the employee or the Union is dissatisfied with the decision rendered by the Chief of Police, or in the event there is no such decision, said employee or the Union shall submit the grievance in writing to the Mayor or his designee within ten (10) days of the response at Step One or, in the event no decision was rendered, within ten (10) days of the deadline for the Step One response. The Mayor or his designee shall hold a meeting on the grievance within fifteen (15) calendar days of receipt of the grievance. The Mayor or his designee shall issue a written response to the grievance within five (5) calendar days after the meeting to the employee and the Union.

STEP THREE: If the grievance shall not have been disposed of to the satisfaction of the Union, or if the Mayor or his designee shall fail to render his decision within five (5) calendar days after the grievance meeting, the Union shall have the right to submit the grievance for final resolution to the Connecticut State Board of Mediation and Arbitration within twenty (20) calendar days after the date of such decision by the Mayor or his designee,

or, in the event no decision was rendered, within twenty (20) calendar days of the deadline for the Step Two response. The decision of said Board shall be final and binding upon both parties.

Section 53.5 A Special Police Officer who has qualified for bargaining unit status under Article 48 for at least two (2) consecutive years may be discharged only for just cause by the Chief of Police. Prior to discharging such employee, the Chief or designee shall hold a *Loudermill* hearing at which the Special Police Officer may be represented by the Union. If the Union disagrees with the Chief's decision, the Union may file for arbitration at Step Three of the grievance procedure of Section 53.4 within twenty (20) days of the Chief's decision.

ARTICLE 54 **DUES CHECK OFF**

Section 54.1 Special Police Officers shall, as a condition of employment, pay dues or an agency fee to the Union for any pay period in which the employee has sufficient earnings to cover the payroll deduction of such dues or fee.

Section 54.2 The City has agreed to deduct from the paycheck of each employee who has signed, or who hereafter may sign an authorized payroll deduction card, a sum certified in writing by the Secretary or other authorized official of the Union to be Union dues or agency fees.

Section 54.3 These deductions will be made each pay period.

Section 54.4 The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues or agency fee deductions as specified in this Article.

ARTICLE 55 **GENERAL PROVISIONS**

Section 55.1 All employees shall be subject to substance abuse testing in accordance with Appendix C of this Agreement.

Section 55.2 Whenever this Agreement or City policy or process requires distribution of information or documents, posting, application or other notice, to the extent practicable such shall be done electronically.

ARTICLE 56
DURATION

This Agreement on Articles 48 through 55 shall be effective on implementation. “Implementation” shall occur as soon as practicable following approval by the Danbury City Council or issuance of an arbitration award. Only those provisions for which a retroactive effective date is specified shall be retroactive.

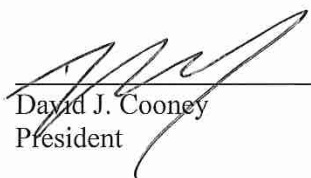
This Agreement shall expire on June 30, 2017.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement, Article 1 through Article 56, to be executed by their duly authorized and constituted officers.

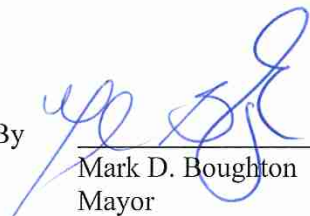
**HAT CITY LOCAL,
C.A.C.P.**

CITY OF DANBURY

By


David J. Cooney
President

By


Mark D. Boughton
Mayor

By:


Bryan J. Reed
Vice-President

Date signed:

11/13/15

Date signed:

11/18/15

APPENDIX A - MEMORANDA OF AGREEMENT**Re: Article 5, Extra Police Work:**

The following proposal was made by the City in the contract negotiations leading to a prior Agreement:

Section 5.2.5 The monitoring of the distribution system for Special Service or Extra Police Work shall be the responsibility of the Union. Errors in the distribution of assignments shall be corrected by offering the employee who was erroneously bypassed the next available assignment. Assignment errors shall not be subject to the grievance procedure.

The City and the Union agreed that the above proposal would be withdrawn based on the Union's commitment that the Union will not grieve assignment errors seeking as a remedy monetary compensation for the assignment error.

Re: Surcharge for Extra Police Work

The City agrees to give advance notice to the Union of any change to be made in the amount of the surcharge on Extra Police Work.

Re: Detective Police Officers

Detective Police Officer appointments shall be made after examination in accordance with the Civil Service process. All applicants for the examination for Detective Police Officer shall have either a minimum of four (4) years as a regular Danbury Police Officer or three (3) years as a regular Danbury Police Officer and at least an associate degree in police science and administration or the equivalent thereof from an accredited institution.

Re: Detached Services and Dispatching

Police Officers assigned to detached services shall be required, as a condition of remaining in that assignment, to be trained dispatchers. All Police Officers assigned to detached services who are not yet trained dispatchers will participate in training as soon as it is available. The three employees assigned to detached services at the time of implementation of the 2000-2003 contract shall be exempt from this requirement.

Re: Table of Organization

As part of the accreditation process, the City shall maintain an organization chart. The City shall discuss any changes in the table of organization with the Union.

The City may codify the table of organization for Vision 2009 in an ordinance.

Re: Availability of Sworn Officer at Headquarters

During the negotiations over the impact of the Police Department's reorganization and the civilianization of front desk/call taking and dispatch functions, the City informed the Union of its plan to have at least two sworn personnel in Headquarters at any given time. These two sworn personnel will likely be the shift commander, and a booking officer. These two sworn personnel will not be included as part of the minimum staffing provisions of Section 22.1 of the collective bargaining agreement. If there is any change proposed in the plan to have two sworn personnel in Headquarters at all times, the Chief will notify the Union President. The Chief and the Union shall meet and confer regarding the proposed change, and work out a mutually agreeable alternative.

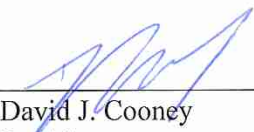
Re: Employees on Promotional Lists

Lieutenant McColgan and Lieutenant P. Gantert, should they not reach the rank of Captain during their employment as police officers for the City of Danbury, shall retire at Step 3 Captain's pay.

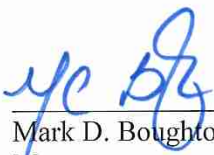
**HAT CITY LOCAL,
C.A.C.P.**

CITY OF DANBURY

By


David J. Cooney
President

By


Mark D. Boughton
Mayor

By:


Bryan J. Reed
Vice-President

Date signed:

11/19/15

Date signed:

11/19/15

APPENDIX B-1

SUMMARY HDHP PLAN DESIGN FOR CITY OF DANBURY EMPLOYEES

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
All employees except those excluded by federal law	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26

	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
Non-compliance Penalties	\$500 per event All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties	\$500 per event All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties
Co-payments	Not applicable	Not applicable
Deductible	\$1,500 per individual per plan year \$3,000 per family per plan year (Combined in network and out of network)	\$1,500 per individual per plan year \$3,000 per family per plan year (Combined in network and out of network)
Coinsurance	0% after deductible (Plan pays 100% after deductible)	20% after deductible (80% by Plan and 20% by member)
Maximum out-of-pocket	\$1,500 for individual per plan year \$3,000 for family per plan year (Combined in network and out of network)	\$3,000 for individual per plan year \$6,000 for family per plan year (Combined in network and out of network)
Payment Basis	Negotiated fees; no balance billing	300% of MRC
Plan Year	July 1 - June 30	July 1 - June 30
Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)

	HDHP Plan	
General Provisions	In Network Member Pays	Out of Network Member Pays
Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Inpatient Mental Health Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Inpatient Substance Abuse Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Outpatient Mental Health and Substance Abuse	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Physician services		
Medical Care (Clinical indications of illness)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Allergy Care		
Office visits Testing	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Injections	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Well Child Care According to age based schedule (No clinical indications or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of reasonable fee after deductible)
Adult Physical Examinations According to age based schedule (No clinical indications or history) (Includes hearing screening)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of reasonable fee after deductible)
Routine Mammography (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of reasonable fee after deductible)
Vision Screening	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of reasonable fee after deductible)
Routine Gynecological (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of reasonable fee after deductible)
Maternity Care (Prenatal and postnatal)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Emergency Care		

	HDHP Plan	
General Provisions	In Network Member Pays	Out of Network Member Pays
Emergency Room Visits	0% after deductible (Plan pays 100% after deductible) (No coverage if fail to meet “sudden and serious” requirement for emergency care)	20% (Plan pays 80% of reasonable fee after deductible) (No coverage if fail to meet “sudden and serious” requirement for emergency care)
Urgent Care	0% after deductible (Plan pays 100% after deductible for medically necessary care)	0% after in network deductible (Plan pays 100% after deductible for medically necessary care)
Walk-in Care (Walk in center or physician's office)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Ambulance	0% after deductible (Plan pays 100% after deductible)	0% after in network deductible

Outpatient Therapy Coverages		
Speech Therapy, Occupational Therapy, Physical Therapy	0% after deductible (Plan pays 100% after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)
Chiropractic Services	0% after deductible (Plan pays 100% after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)
Labs and X-Rays	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
High Cost Diagnostic Testing (MRI, CAT, PET, CT)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Home Health Care	0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 200 days per plan year
Hospice Care	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Skilled Nursing Facility	0% after deductible (Plan pays 100% after deductible) Maximum of 120 days (combined in-network and out-of-network) per plan year, subject to case management	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 120 days (combined in-network and out-of-network) per plan year, subject to case management
Durable Medical Equipment and Prosthesis	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)
Vision Rider	Standard allowance of \$200 for frames and lenses	Standard allowance of \$200 for frames and lenses
Prescription Drug Benefits	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of reasonable fee after deductible)

APPENDIX B-2

SUMMARY OAP PLAN DESIGN FOR CITY OF DANBURY EMPLOYEES

Eligibility	In Network	Out of Network
	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26

General Provisions	In Network Member Pays	Out of Network Member Pays
Non-compliance Penalties	\$500 per event, All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties	\$500 per event, All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties
Co-payments	\$100 hospital admission \$100 outpatient surgical \$ 25 office visit (no maximum) \$ 25 urgent care \$100 emergency room	Not applicable; member pays deductible and coinsurance Not applicable; member pays deductible and coinsurance
Deductible	Generally not applicable to in-network usage	\$250 per individual \$500 for two-person coverage per calendar year \$750 per family per calendar year
Coinsurance	Generally not applicable to in-network usage	80%/20% to maximum coinsurance of: \$750 for individual \$1,500 for two-person \$2,250 for family (3 or more) All per calendar year
Maximum out-of-pocket	Not applicable	Sum of all coinsurance and deductibles, up to: \$1,000 for individual \$2,000 for two-person \$3,000 for family (3 or more) All per calendar year
Payment Basis	Negotiated fees; no balance billing	300% of MRC
Year	Calendar year	Calendar year

General Provisions	In Network Member Pays	Out of Network Member Pays
Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after \$100 co-pay subject to preadmission notification, concurrent review and managed care non-compliance penalties	20% (Plan pays 80% of reasonable fee after deductible)
Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, dialysis, radiation and chemotherapy, etc.	0% after \$100 co-pay subject to concurrent review and managed care non-compliance penalties	20% (Plan pays 80% of reasonable fee after deductible)
Inpatient Mental Health Services Inpatient Substance Abuse Services	0% after \$100 co-pay, subject to pre-admission notification, concurrent review and managed care non-compliance penalties 0% after \$100 co-pay, subject to pre-admission notification, concurrent review and managed care non-compliance penalties	20% (Plan pays 80% of reasonable fee after deductible) 20% (Plan pays 80% of reasonable fee after deductible)
Outpatient Mental Health and Substance Abuse	0% after \$25 co-pay	20% (Plan pays 80% of reasonable fee after deductible)
Physician services		
Medical Care (Clinical indications of illness)	0% after \$25 co-pay No annual or lifetime maximum	20% (Plan pays 80% of reasonable fee after deductible)
Allergy Care		
Office visits Testing	0% after \$25 co-pay No annual or lifetime maximum Subject to case management	20% (Plan pays 80% of reasonable fee after deductible)
Injections	0% for injections	20% (Plan pays 80% of reasonable fee after deductible)
Well Child Care According to age based schedule (No clinical indications or history)	0%	20% (Plan pays 80% of reasonable fee after deductible)

General Provisions	In Network Member Pays	Out of Network Member Pays
Adult Physical Examinations According to Age Based Schedule (No clinical indications or history) (Includes hearing screening)	0%	20% (Plan pays 80% of reasonable fee after deductible)
Routine Mammography (No clinical indication or history)	0%	20% (Plan pays 80% of reasonable fee after deductible)
Vision Screening	0% Limited to one screening every two calendar years; Vision Rider provides for screening in other year	20% (Plan pays 80% of reasonable fee after deductible) Limited to one screening every two calendar years; Vision Rider provides for screening in other year
Routine Gynecological (No clinical indication or history)	0%	20% (Plan pays 80% of reasonable fee after deductible)
Maternity Care (Prenatal and postnatal)	0% after \$25 co-pay	20% (Plan pays 80% of reasonable fee after deductible)
Emergency Care		
Emergency Room Visits	0% after \$100 co-pay (\$100 co-pay is waived if the individual is admitted) (No coverage if fail to meet "sudden and serious" requirement for emergency care)	0% after \$100 co-pay (\$100 co-pay waived if the individual is admitted) (No coverage if fail to meet "sudden and serious" requirement for emergency care)
Urgent Care	0% after \$25 co-pay for medically necessary care	0% after \$25 co-pay for medically necessary care
Walk-in Care (Walk in center or physician's office)	0% after \$25 co-pay	20% (Plan pays 80% of reasonable fee after deductible)
Ambulance	0%	20%

General Provisions	In Network Member Pays	Out of Network Member Pays
Outpatient Therapy Coverages		
Speech Therapy, Occupational Therapy, Physical Therapy	0% after \$25 co-pay Maximum of 50 visits (combined in-network and out- of-network) per calendar year	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 50 visits (combined in-network and out- of-network) per calendar year
Chiropractic Services	0% after \$25 co-pay Maximum of 50 visits (combined in-network and out- of-network) per calendar year	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 50 visits (combined in-network and out- of-network) per calendar year
Labs and X-Rays	0%	20% (Plan pays 80% of reasonable fee after deductible)
High Cost Diagnostic Testing (MRI, CAT, PET, CT)	0%	20% (Plan pays 80% of reasonable fee after deductible)
Home Health Care	0% Maximum of 200 days (combined in-network and out- of-network) per calendar year	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 200 days (combined in-network and out- of-network) per calendar year
Hospice Care	0%	20% (Plan pays 80% of reasonable fee after deductible)
Skilled Nursing Facility	0% Maximum of 120 days (combined in-network and out- of-network) per calendar year Subject to case management	20% (Plan pays 80% of reasonable fee after deductible) Maximum of 120 days (combined in-network and out- of-network) per year Subject to case management
Durable Medical Equipment and Prosthesis	0%	20% (Plan pays 80% of reasonable fee after deductible)
Vision Rider	Standard allowance of \$200 for frames and lenses	Standard allowance of \$200 for frames and lenses

General Provisions	In Network Member Pays	Out of Network Member Pays
Prescription Drug Benefits	<p>Co-pays for a 30-day supply: \$5 for generic drugs \$20 for formulary brand name drugs \$30 for non-formulary brand name drugs</p> <p>Twice the applicable co-pay for a 90 day supply by mail order when available</p> <p>Unlimited maximum</p> <p>Mandatory generic substitution</p>	<p>20% (Plan pays 80% of reasonable fee after deductible)</p> <p>Unlimited maximum</p>

APPENDIX C

SUBSTANCE ABUSE TESTING

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Police Department will be performed under the following circumstances:

- (a) upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- (b) whenever the employee has been involved in a motor vehicle accident while on duty and such accident results in personal injury to any person;
- (c) whenever the employee has discharged his/her duty weapon and injured another person;
- (d) on a random basis.

An employee who is directed to undergo testing under any of the above circumstances shall be deemed to have been given a direct order, under threat of termination for failure to obey the order. Further, the testing process and results of any drug or alcohol testing shall not be used in any criminal investigation.

TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Any report of facts or observations made to the superior officer shall be confirmed in writing, under oath

Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief or his/her designee. The Chief shall decide whether to direct the member to submit to testing. Prior to so deciding, the Chief, or his/her designee, may meet with the member. If such a meeting is held,

the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

If there is a claim that there was not reasonable suspicion to order an employee to undergo substance abuse testing, the claim shall be made within twenty-four (24) hours of the directive to submit to testing. The Chief or his designee shall hold a meeting with the employee and the employee's Union representative to review the claim within ten (10) days. The Chief's decision shall be final.

RANDOM TESTING

Selection of members to be tested on a random basis shall be done by a computerized random selection system. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty. Those members selected for random drug testing will be notified approximately twenty-four (24) hours prior to the scheduled testing.

Any employee who discloses the identity of another employee selected for random testing, that a random testing is scheduled or the date on which the testing will be done, shall be subject to disciplinary action.

Members selected for testing must appear unless they are on previously approved or scheduled

- a) sick leave,
- b) regularly scheduled day off,
- c) military leave,
- d) annual vacation,
- e) funeral leave,
- f) compensatory time day,
- g) FMLA leave.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he/she is unable to do so.

Members missing a scheduled test for any reason will be rescheduled for testing as soon as possible.

Once a random testing process has been completed, a Union officer may review the list of those selected by the vendor's random selection process.

REFUSAL TO SUBMIT

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

TESTING PROCEDURES

1. The member shall provide a urine sample, hair sample or blood sample, as determined by the testing laboratory, for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by a person certified to perform a breathalyzer test, and designated by the Chief or his designee. If the breathalyzer tests positive for the presence of alcohol at the level of .04 or above, the employee shall provide a blood sample for the confirmatory test if practicable.

2. The testing laboratory shall determine the appropriate equipment and methodology for testing, in accordance with professionally accepted standards and any State required licensure or certification.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code number shall be recorded, together with the member's name and signature. Two

- (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.
7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Public Health or equivalent state or federal licensing/certification agency.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The Department will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

RESULTS OF SCREENING TESTS

All drug test results are reviewed and interpreted by a Medical Review Officer (MRO), who is a physician, before they are reported to the City. If the laboratory reports a positive test to the MRO, the MRO shall contact the employee (in person or by telephone) and conduct an interview to determine if there is an alternative medical explanation for the drug found in the employee's urine specimen.

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

POSITIVE TEST RESULTS

If an employee tests positive for alcohol, the employee shall be immediately relieved of duty until a breathalyzer test indicates that he/she is no longer under the influence of alcohol. The employee shall be charged sick leave for time not worked.

Any test resulting in a positive report will be referred to the Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results. The employee shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation. During the period

of the investigation and any pre-disciplinary hearing on proposed discipline resulting from the investigation, the employee may be placed on administrative leave with pay, for up to thirty (30) calendar days. Thereafter, leave shall be without pay.

OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who voluntarily admits to alcohol or drug abuse prior to testing. The Chief or his designee shall have the discretion to determine whether an opportunity for rehabilitation will be offered for an employee who is involved in any drug/alcohol related criminal activity, based on a review of the employee's record.

Any member who voluntarily admits to the Chief or his designee use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he/she will be immediately suspended and will be subject to discharge.

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests, as provided in section 2 and 3 herein, shall be compensated pursuant to the terms of the collective bargaining agreement.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for disciplinary action which may include dismissal from the Department. During the period of the investigation and any pre-disciplinary hearing on proposed discipline resulting from the investigation, the employee may be placed on administrative leave with pay, for up to thirty (30) calendar days. Thereafter, leave shall be without pay.
3. Any violation of the confidentiality provision of this Agreement, if committed by an employee of the City, shall be grounds for disciplinary action against the employee. The City will also take appropriate action against a person and/or

organization not employed by the City for violation of the confidentiality requirements.

4. Notwithstanding anything to the contrary above, this Agreement shall not abrogate nor in any way interfere with the City's right to hire employees, promote employees, lay off employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this Agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Police Department.
5. The City and the Union agree that the provisions of this Agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.