

LOCAL 1570 POLICE 2018-2021]

BARGAINING AGREEMENT

**THE TOWN OF WALLINGFORD &
WALLINGFORD POLICE UNION LOCAL # 1570
COUNCIL #4
AFSCME, AFL-CIO**

July 1, 2018 to June 30, 2021

Table of Contents

	<u>Page</u>
PREAMBLE	6
ARTICLE I RECOGNITION.....	6
ARTICLE 2 DUES CHECK OFF.....	6
<i>SECTION 1 •</i>	6
<i>SECTION 2:</i>	6
<i>SECTION 3:</i>	6
ARTICLE 3 UNION SECURITY, LEAVES AND PROVISIONS.....	7
<i>SECTION 1 •</i>	7
<i>SECTION 2:</i>	7
<i>SECTION 3:</i>	7
<i>SECTION 4:</i>	7
ARTICLE 4 HOURS OF WORK	7
A. HOURS OF WORK FOR ALL PERSONNEL OTHER THAN PATROL DIVISION	7
<i>SECTION 1:</i>	7
<i>SECTION 2:</i>	7
<i>SECTION 3:</i>	7
B. HOURS OF WORK FOR PATROL DIVISION	8
<i>SECTION 1 •</i>	8
<i>SECTION 2:</i>	9
<i>SECTION 3:</i>	9
<i>SECTION 4:</i>	9
<i>SECTION 5:</i>	9
<i>SECTION 6:</i>	10
<i>SECTION 7:</i>	10
<i>SECTION 8:</i>	10
<i>SECTION 9:</i>	11
<i>SECTION 10:</i>	11
<i>SECTION 11 :</i>	11
ARTICLE 5 RATES OF PAY	12
<i>SECTION 1:</i>	11
<i>SECTION 2:</i>	12
<i>SECTION 3:</i>	13
<i>SECTION 4:</i>	13
<i>SECTION 5:</i>	13
ARTICLE 6 OVERTIME & EXTRA DUTY	13
<i>SECTION 1:</i>	13
<i>SECTION 2</i>	13
<i>SECTION 3:</i>	13
<i>SECTION 4:</i>	14
<i>SECTION 5:</i>	14
<i>SECTION 6:</i>	14
<i>SECTION 7:</i>	14
<i>SECTION 8:</i>	16
<i>SECTION 9:</i>	16
<i>SECTION 10•</i>	16
<i>SECTION 11:</i>	16
<i>SECTION 12:</i>	17

LOCAL 1570 POLICE [2018-2021]

SECTION 13: 17
SECTION 14: 17
SECTION 15: 17
SECTION 16: 17
SECTION 17: 17
SECTION 18: 18
SECTION 19: 18

ARTICLE 7 HOLIDAYS AND VACATIONS 18

A. HOLIDAY AND VACATION PROVISIONS FOR ALL PERSONNEL OTHER THAN 18

PATROL DIVISION 18

SECTION 1: 18
SECTION 2: 19
SECTION 3: 19
SECTION 4: 20
SECTION 5: 21
SECTION 6: 21
SECTION 7: 21
SECTION 8: 21
SECTION 9: 21
SECTION 10: 21

B. HOLIDAY AND VACATION PROVISIONS FOR PATROL DIVISION 22

SECTION 1: 22
SECTION 2: 22
SECTION 3: 23
SECTION 4: 23
SECTION 5: 24
SECTION 6: 24
SECTION 7: 25
SECTION 8: 25
SECTION 9: 25
SECTION 10: 25

ARTICLE 8 GROUP INSURANCE 25

SECTION 1: 25
SECTION 2: 28
SECTION 3: 28
SECTION 4: 29
SECTION 5: 29

ARTICLE 9 SICK LEAVE 30

SECTION 1: 30
SECTION 2: 30
SECTION 3: 30
SECTION 4: 30
SECTION 5: 30
SECTION 6: 31
SECTION 7: 31
SECTION 8: 31
SECTION 9: 31
SECTION 10: 31
SECTION 11: 31
SECTION 12: 31
SECTION 13: 22

ARTICLE 10 FUNERAL LEAVE 32

ARTICLE 11 INJURY LEAVE 32

<i>SECTION 1:</i>	32
<i>SECTION 2:</i>	22
ARTICLE 12 SENIORITY	33
<i>SECTION 1:</i>	33
<i>SECTION 2:</i>	33
<i>SECTION 3:</i>	33
<i>SECTION 4:</i>	33
<i>SECTION 5:</i>	33
ARTICLE 13 GRIEVANCE PROCEDURE	33
<i>SECTION 1:</i>	33
<i>SECTION 2:</i>	34
<i>SECTION 2a:</i>	34
<i>SECTION 3:</i>	34
<i>SECTION 4:</i>	34
<i>SECTION 5:</i>	35
<i>SECTION 6:</i>	35
ARTICLE 14 DISCIPLINE AND DISCHARGE	35
<i>SECTION 1</i>	35
<i>SECTION 2:</i>	35
<i>SECTION 3:</i>	35
<i>SECTION 4:</i>	35
ARTICLE 15 GENERAL PROVISIONS	36
<i>SECTION 1:</i>	36
<i>SECTION 2:</i>	36
<i>SECTION 3:</i>	36
<i>SECTION 4:</i>	37
<i>SECTION 5:</i>	37
<i>SECTION 6:</i>	37
<i>SECTION 7:</i>	37
<i>SECTION 8:</i>	37
<i>SECTION 9:</i>	37
<i>SECTION 10:</i>	37
<i>SECTION 11:</i>	37
<i>SECTION 12:</i>	38
<i>SECTION 13:</i>	38
<i>SECTION 14:</i>	38
ARTICLE 16 JOB CLASSIFICATIONS	38
ARTICLE 17 NO STRIKE OR LOCKOUT	38
ARTICLE 18 LONGEVITY PAY	39
<i>SECTION 1:</i>	39
<i>SECTION 2:</i>	39
<i>SECTION 3:</i>	38
ARTICLE 19 TRAINING AND COLLEGE INCENTIVE PROGRAM	39
<i>SECTION 1:</i>	39
<i>SECTION 1a:</i>	40
<i>SECTION 1b:</i>	40
<i>SECTION 2:</i>	40
<i>SECTION 3:</i>	40
ARTICLE 20 NON-DISCRIMINATION	41

ARTICLE 21 MANAGEMENT RIGHTS 41

ARTICLE 22 DURATION 41

SECTION 1: 41

SECTION 2: 41

LOCAL 1570 POLICE [2018-2021]

INDEX	<u>Page</u>
BID SHIFTS	8
DISCIPLINE AND DISCHARGE	35
DUES CHECK OFF	6
DURATION	41
EXTRA DUTY	13
FUNERAL LEAVE	32
GENERAL PROVISIONS	36
GRIEVANCE PROCEDURE	33
HOLIDAYS	18
HOURS OF WORK	7
INJURY LEAVE	32
INSURANCE	25
JOB CLASSIFICATIONS	38
LONGEVITY PAY	39
MANAGEMENT RIGHTS	41
NO STRIKE OR LOCKOUT	38
NON-DISCRIMINATION	41
OVERTIME	13
RATES OF PAY	12
RECOGNITION	6
SENIORITY	33
SICK LEAVE	30
TRAINING & COLLEGE INCENTIVE PROGRAM	39
UNION SECURITY	7
VACATIONS	18

AGREEMENT

between

THE TOWN OF WALLINGFORD, CONNECTICUT
and

THE WALLINGFORD POLICE UNION LOCAL #1570
and
COUNCIL #4
AFSCME, AFL-CIO

PREAMBLE

THIS AGREEMENT is between the Town of Wallingford, hereinafter referred to as the "TOWN" and the Wallingford Police Union, Local #1570, and Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION".

**ARTICLE I
RECOGNITION**

The TOWN hereby recognizes the UNION as the exclusive bargaining agent, for the purpose of collective bargaining in respect to wages, hours and conditions of employment, for a bargaining unit consisting of all regular full-time State certified sworn Officers, Sergeants, Lieutenants and Captains of the Police Department, but excluding the Police Chief and Deputy Chief.

**ARTICLE 2
DUES CHECK OFF**

SECTION 1:

The TOWN agrees to deduct UNION membership fees, assessments, and once each week, dues from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the TOWN by the Treasurer of the UNION and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the UNION after such deductions are made.

SECTION 2:

These deductions will be made on the same payday of each week as specified by the TOWN and agreed to by the UNION.

SECTION 3:

When a member's dues are not deducted by reason of the conditions described in Section 2 of this Article, or by reason of any extended absence from the Department, during which time he is not paid and such member returns to active duty, it shall be the responsibility of the TOWN to reactivate the deduction of his dues.

**ARTICLE 3
UNION SECURITY, LEAVES AND PROVISIONS**

SECTION 1:

The Town agrees to deduct from the wages of each employee, who so authorizes such deduction, the amount of Union Dues as certified to the Town by the Secretary-Treasurer of the Union.

SECTION 2:

The Union agrees to indemnify, save and hold the Town harmless from any claims, suits, losses, damages or expenses arising out of or in any respect related to the application of this Article.

SECTION 3:

The Department agrees to recognize the Union representatives, limited to three (3) duly appointed by the Union for the purposes of adjusting grievances and other Union business. The Local President or any of the other two Union representatives selected by the Local President, and aggrieved employee shall be paid for attendance at any arbitration hearing provided each attends such hearing during his or her scheduled working hours.

SECTION 4:

Union officers and delegates shall be given time for Union business without loss of pay, excepting that no more than two (2) such officers or members of the Union shall be on leave at any time unless otherwise approved by the Chief This leave shall not exceed twenty-five (25) days taken in not less than one (1) day blocks in any fiscal year. It is not cumulative.

Union officers and delegates shall be required to provide twenty-four (24) hours notice to the Department of such leave to be taken on Tuesday through Friday and seventy-two (72) hours of such leave to be taken on a Monday.

**ARTICLE 4
HOURS OF WORK**

A. HOURS OF WORK FOR ALL PERSONNEL OTHER THAN PATROL DIVISION

SECTION 1:

A regular workweek shall be forty (40) hours per week, eight (8) consecutive hours per day, five (5) days per week, with assignment to shifts and days off at the discretion of the Chief of Police.

SECTION 2:

All twenty-eight (28) day working periods shall commence on Monday at 12:01 a.m. and end four (4) weeks later at midnight on Sunday.

SECTION 3:

- A. Each employee shall be permitted a maximum of seven (7) times (for shifts of eight (8) hours), during a calendar month, not cumulative, to swap working time with another employee of the

same rank, with the exception of sergeants and lieutenants who may swap within their rank or within each other's rank, provided however that such swap shall:

1. Be for an established working time specified on a form approved by the Chief of Police, signed by each employee and received by the Chief or his designee for approval, at least forty- eight (48) hours before the shift to be worked (swapped).
2. Not result in or cause any additional cost to the Town, including overtime or otherwise; and
3. Not result in either employee involved in the swap signing up for or accepting work, for either the Town or a private contractor, in excess of sixteen (16) hours in a twenty-four (24) hour period.
4. Employees shall only be allowed to exchange shifts within their own division.
5. Probationary employees shall not be allowed to swap.
6. Should the officer agreeing to work the swap (replacement officer) fail to report for duty for whatever reason; it shall be the responsibility of the replacement officer to find another replacement. In the event the replacement officer must book off sick or take funeral leave, he/she shall be charged but not paid, for sick leave or funeral leave as the case may be. The single exception to this rule shall be in the case where a member who agrees to swap with another member during the same pay period and shall be entitled to sick time with pay, and that day shall also be charged against the maximum allowable days authorized to swap. A replacement officer shall not book off for vacation or for any reason other than sick leave or funeral leave, and may be subjected to disciplinary action for failing to report. If neither the replacement officer nor the originally scheduled officer actually works the shift, then the employee originally scheduled shall be paid only for the hours he or she actually worked that pay period.
7. Any shift premium shall only be paid to the person who actually works a shift for which the premium pertains.
8. Under no circumstances shall the Town incur any liability under the Fair Labor Standards Act, as amended, or under any regulation of the Department of Labor, as may be implemented from time to time, arising out of or related to this Article and the Union agrees to hold it harmless from such liability.
9. The language of Article 6A, Section 2 (Overtime) shall not apply when hours worked due to shift swapping exceeds eight (8) hours per day or forty (40) hours per week.
10. No monetary payments, gifts, or tangible property of any kind will be offered, demanded, given to or exchanged by any employees in connection with a shift swap.

B. HOURS OF WORK FOR PATROL DIVISION

SECTION 1:

A regular workweek shall be forty (40) hours per week, eight (8) consecutive hours per day, five (5) work days per week, with two consecutive days off except as a result of the regular advancement of employee days off or a change of shift at the start of a bid cycle. A workweek, and all bid cycles, shall commence on Monday and end on Sunday.

SECTION 2:

All employees where practicable, shall work one of these shifts:

- (1) A midnight to eight (8) a.m. shift (midnight shift)
- (2) An eight (8) a.m. to four (4) p.m. shift (day shift)
- (3) A four (4) p.m. to midnight shift (evening shift)
- (4) a. An eleven (11) p.m. to seven (7) a.m. shift
 - b. A seven (7) a.m. to three (3) p.m. shift
 - c. A three (3) p.m. to eleven (11) p.m. shift

Employees shall bid on all shifts and days off, as set forth in this Article, on the basis of seniority by classification as provided by Article 14 (Seniority). The Chief of Police shall have the discretion to create or eliminate shifts, and to determine the staffing level of each and every shift. The hours of work, shift assignments and days off of probationary employees shall be at the discretion of the Chief or his designee.

SECTION 3:

An employee's two (2) days off per workweek shall change in reverse, one (1) day per week, for the full duration of each bid cycle.

SECTION 4:

In each calendar year there shall be four (4) bid cycles. The first cycle shall begin on the first Monday following January 1st and the last bid cycle shall end on the Sunday immediately preceding the first Monday following January 1 in the following year. The duration and numbering of the four (4) bid cycles for each year are as follows:

- Bid Cycle 1: 12 (twelve) consecutive workweeks
- Bid Cycle 2: 12 (twelve) consecutive workweeks
- Bid Cycle 3: 12 (twelve) consecutive workweeks
- Bid Cycle 4: The first day following the end of Cycle 3 through the Sunday preceding the first Monday following January 1 in the following year.

SECTION 5:

Non-probationary employees will bid for their desired shift by seniority by classification (Article 14) on a form approved by the Chief of Police, signed by the employee and received by the Chief of Police or his designee for processing. Employee shall indicate a preference for every shift identified on the form. Full consideration shall be given to assigning to shifts in the order preferences on the form, however, the Chief of Police or his designee has the option of assigning any probationary officer before all other shift assignments are made. Completed shift request forms shall be submitted to the Chief of Police or his designee six weeks before the next cycle commences.

Any employee who fails to submit their shift request form by the end of the submissions week, or who fails to indicate a preference for every shift identified on the form, shall forfeit their choice of shift by seniority and shall be assigned to a shift at the discretion of the Chief of Police or his designee once all other bidding employees have been assigned.

Employees on extended leave from duty for whatever reasons, including illness, injury, vacation, and military leave, may submit their request as close as practicable but prior to the conclusion of the submissions week. If, by the end of the submissions week (Sunday), any such employee's leave is indefinite such that they are not due to return by the start of the cycle, such employee will not be assigned

to a shift; when such employee is ready to return, he/she shall be assigned for that cycle at the discretion of the Chief or his designee.

All shift assignments, other than probationary officers, shall be completed by the Chief of Police or his designee and posted, on the Monday, four weeks before the next cycle commences.

SECTION 6:

Except as otherwise provided below, employees will bid for their desired initial days off, in order of preference, by seniority on a form approved by the Chief of Police, signed by the employee, and received by the Chief of Police or his designee for processing.

Regardless of seniority, any employee remaining on the same shift for the next cycle shall retain and change their existing days off in accordance with Section 3. This procedure shall prevail until such employee receives an assignment to a different shift or out of the Patrol Division.

Initial days off request forms shall be submitted to the Chief of Police or his designee by the end of the week (Sunday) after the shift assignments have been posted.

Any employee failing to submit their choice of initial days off by the end of the submissions week shall forfeit their choice of initial days off by seniority and shall be assigned initial days off at the discretion of the Chief of Police or his designee once all other bidding employees have been assigned initial days off.

The final posting of each bid cycle work schedule, including days off, shall be completed by the Chief of Police or his designee and posted on the Monday two (2) weeks before the next bid cycle commences.

Where two (2) employees are related by marriage or civil union and said employees are assigned to different patrol shifts in accordance with General Order 26-1, section 32, and their days off do not coincide, either employee may request, and the Chief may grant, a change in their days off to match that of their spouse provided that any employee currently assigned to the sought after days off agrees, in writing, to the exchange of their assigned days off.

If either spouse later seeks, or is reassigned to, a different shift by the provision of the bid system, the spouses may once again avail themselves of this provision.

Requests pursuant to this provision must be submitted no later than one week prior to the start of the new bid cycle to permit consideration and approval of the request, if at all, and to allow for sufficient finalization and posting of the work schedule.

No monetary payments, gifts, tangible property of any kind will be offered, suggested, demanded, given to or exchanged by any employee in connection with an exchange of days off, and nothing within this language shall interfere with or obviate management's discretion under Article 4A, Section B, 11.

SECTION 7:

Upon successful completion of their probationary period, officers assigned to Patrol Division shall enter the bid process for the next bid cycle. Until such officer is first eligible to bid, his or her hours of work, shift assignment, and days off shall remain within the discretion of the Chief or his designee. The assignment of a probationary officer to a patrol shift during a bid cycle is not cause to remove another employee, except for a probationary officer, from the shift and days off currently assigned.

SECTION 8:

The Chief of Police may fill vacancies on a patrol shift caused by the retirement, reassignment, promotion, permanent separation from service or extended leave for illness, injury or military service, or

any other long term absences of employees, for the duration of such bid cycle, by reassigning a probationary officer, reassigning an employee who had bid for that particular shift for the current bid cycle based upon seniority and with that employee's consent, reassigning an employee from another work group, reassigning any other employee who may volunteer for such reassignment, or reassigning an employee by any other method not precluded by this agreement. The Chief will attempt to fill the vacancies through the preceding means, applying these means in the order of their listing.

SECTION 9:

Any employee assigned or reassigned to the Patrol Division after the posting of assignments within the next bid cycle will be assigned to a shift and days off at the discretion of the Chief of Police or his designee. Seniority of the employee assigned or reassigned to the Patrol Division shall not prevail. Except for the circumstances recited in Sections 8 & 10, an assignment or reassignment to Patrol Division shall not disrupt another Patrol Division employee from the shift and days off currently assigned. The seniority of such assigned or reassigned employees becomes applicable for the next bid cycle.

SECTION 10:

The Chief of Police or his designee may make adjustments to bid shift assignments and days off for disciplinary reasons, to alleviate personal or professional conflicts, or in other situations that require his intervention for the good order of the service, in all of which cases seniority shall not prevail. In these situations, the Chief shall articulate the reason(s) for the adjustment. The Chief of Police or his designee may also temporarily reassign employees for in-service training. Such reassignment(s) or denial of desired shift or days off based upon seniority shall end upon the termination of any in-service training.

SECTION 11:

- A. Each employee shall be permitted a maximum of seven (7) times (for shifts of eight (8) hours), during a calendar month, not cumulative, to swap working time with another employee of the same rank, with the exception of sergeants and lieutenants who may swap within their rank or within each other's rank, provided however that such swap shall:
 - 1. Be for an established working time specified on a form approved by the Chief of Police, signed by each employee and received by the Chief or his designee for approval, at least forty- eight (48) hours before the shift to be worked (swapped).
 - 2. Not result in or cause any additional cost to the Town, including overtime or otherwise and
 - 3. Not result in either employee involved in the swap signing up for or accepting work, for either the Town or a private contractor, in excess of sixteen (16) hours in a twenty-four (24) hour period.
 - 4. Be submitted only for the current cycle, or for the next cycle after that next cycle work schedule has been posted.
 - 5. Employees shall only be allowed to exchange shifts within their own division.
 - 6. Probationary employees shall not be allowed to swap.
 - 7. Should the officer agreeing to work the swap (replacement officer) fail to report for duty for whatever reason; it shall be the responsibility of the replacement officer to find another replacement. In the event the replacement officer must book off sick or take funeral leave, he/she shall be charged but not paid, for sick leave or funeral leave as the case may be. The single exception to this rule shall be in the case where a member who

agrees to swap with another member during the same pay period and shall be entitled to sick time with pay, and that day shall also be charged against the maximum allowable days authorized to swap. A replacement officer shall not book off for vacation or for any reason other than sick leave or funeral leave, and may be subjected to disciplinary action for failing to report. If neither the replacement officer nor the originally scheduled officer actually works the shift, then the employee originally scheduled shall be paid only for the hours he or she actually worked that pay period.

8. Any shift premium shall only be paid to the person who actually works a shift for which the premium pertains.
9. Under no circumstances shall the Town incur any liability under the Fair Labor Standards Act, as amended, or under any regulation of the Department of Labor, as may be implemented from time to time, arising out of or related to this Article and the Union agrees to hold it harmless from such liability.
10. The language of Article 6B, Section 2 (Overtime) shall not apply when hours worked due to shift swapping exceeds eight (8) hours per day or forty (40) hours per week.
11. No monetary payments, gifts, or tangible property of any kind will be offered, demanded, given to or exchanged by any employees in connection with a shift swap.

**ARTICLE 5
RATES OF PAY**

SECTION 1:

	July 1, 2018	July 1, 2019	July 1, 2020
Police Officer (1 year)	\$30.70	\$31.31	\$31.89
Police Officer (2 years)	\$32.98	\$33.89	\$34.52
Police Officer (3 years)	\$34.60	\$35.54	\$36.20
Police Officer (4 years)	\$36.67	\$37.65	\$38.35
Sergeant	\$40.34	\$42.16	\$42.94
Sergeant'	\$40.84		
Lieutenant	\$44.17	\$46.06	\$46.91
Lieutenant'	\$44.67		
Captain	\$48.39	\$49.61	\$50.53

1 Post July 1, 2018 GWI wage adjustment of \$0.50 per hour effective upon ratification

SECTION 2:

Effective July 1, 2017 all members performing duty on the three (3) p.m. to eleven (11) p.m., the four (4) p.m. to twelve (12) midnight, the eleven (11) p.m. to seven (7) a.m. and the twelve (12) midnight to eight (8) a.m. shifts shall, in addition to their regular rate of pay, receive one dollar and twenty cents (\$1.20)

premium pay per hour for such duty. Effective upon ratification this premium shall be one dollar and thirty cents (\$1.30) per hour. Effective January 1, 2020, this premium shall be one dollar and forty cents (\$1.40) per hour.

SECTION 3:

The probationary period shall be two years of normal duty and may be extended by the appointing authority if an employee's cumulative absence from duty, for any reason, exceeds thirty or more days. Such extension shall not exceed the sum total of days absent from normal duty. The probationary period for employees who are hired as lateral transfers from other police departments in the State of Connecticut shall be one (1) year of normal duty and may be extended by the appointing authority if an employee's cumulative absence from duty, for any reason, exceeds thirty or more days. Such extension shall not exceed the sum total of days absent from normal duty.

SECTION 4:

In the event a Sergeant performs the duties of a Shift Commander for a full eight (8) hour shift or more, he shall receive Lieutenant's pay for such hours worked.

SECTION 5:

In the event an officer performs the duties of a Field Training Officer (FTO) for a full eight (8) hour shift, he shall receive an additional one (1) hour of his regular hourly rate of pay.

ARTICLE 6
OVERTIME & EXTRA DUTY

SECTION 1:

All overtime and extra duty assignments shall be offered on a rotation basis, in the inverse order of the hours accumulated on the Supplemental Duty Roster. All overtime and extra duty assignments as specified in this article shall be limited to employees who are qualified for the work to be performed and who notify the shift commander of their availability between the hours of midnight and 1700 hours.

SECTION 2:

For the purpose of this Agreement, overtime shall be defined as any work performed for the Department in excess of eight (8) hours per day or forty (40) hours per week, and shall be paid at time and one-half rate of pay.

SECTION 3:

The Department shall maintain one Supplemental Duty Roster, which shall be an up-to-date record of both Departmental Overtime and Extra Police Duty hours each member of the department has performed. For the purposes of recording overtime hours, the supplemental duty roster shall solely include overtime shift fills for all work units of the department. The hours charged each member for extra duty will reflect the number of hours requested at the time the job is scheduled with a minimum of five hours charged. Any job that extends past the number of hours originally booked will not be charged on the Supplemental Duty Roster.

The shift commander on the 4-12 shift, shall prepare a list of available officers who have notified the shift commander of their availability for an overtime or extra duty assignment using the supplemental duty roster to determine the order in which to schedule such assignments.

SECTION 4:

Overtime work opportunities in the form of shift replacements shall be filled by the Chief or his designee, and shall be offered to off-duty employees listed on the Supplemental Duty Roster in the inverse order of the total recorded hours worked by such employees. Employees shall not, however, be required to accept shift replacement overtime on more than one (1) of the employee's two (2) regular days off.

SECTION 5:

If, two (2) or more employees are credited with the same number of hours worked, the overtime or extra-duty assignment or assignments shall be made on the basis of the employee having the greatest seniority.

SECTION 6:

Upon successful completion of the Field Training Evaluation Program an employee shall be credited with the number of hours which constitutes the average of the hours recorded for all employees on the Supplemental Duty Roster. On the first day of each quarterly bid cycle the Supplemental Duty Roster shall be reduced to zero hours for all employees listed thereon.

SECTION 7:

A. The manner of assigning Overtime and Extra Duty Assignments shall be as follows:

1. It shall be the duty of the designated Officer on the four to twelve (4-12) shift, commencing at 1800 hours, to fill all overtime and extra duty assignments for the following day. Any overtime associated with work requested by, performed for, and paid by a town agency shall be filled before any other private contractor extra duty work. All extra duty work will be filled by the earliest starting time. In the event of the same starting time, the job will be filled by the lowest job order. The Police Chief or his designee may re-order the sequence of filling assignments to meet the needs of the department. Short notice requests for overtime and extra duty assignments shall be filled by the Commanding Desk Officer on duty at the time of such call.
2. Between the hours of midnight and 1700 daily, any Department member interested in an overtime or extra duty assignment shall, either by phone or in person, notify the shift commander of his intention to be available for an assignment for the twenty-four (24) hour period commencing at midnight. Failure to notify the shift commander of availability, shall disqualify the member for consideration of an assignment for the twenty-four (24) hour period commencing at midnight, unless Department needs require that an off-duty member be ordered to duty.
3. There shall be no requirement to work overtime on the days off preceding or following full vacation weeks.

B. All overtime assignments shall be filled before consideration is given to filling Extra Police Duty Assignments, and overtime assignments shall be filled in the following order to priority:

1st - Shift Replacements for - 12 midnight to 8 a.m.

2nd - Shift Replacements for - 8 a.m. to 4 p.m.

3" - Shift Replacements for - 4 p.m. to 12 midnight

- C. Whenever an overtime assignment exists within the Patrol Division for a Lieutenant, the Patrol Division Lieutenant who is lowest in overtime hours will first be called on his regular scheduled day off, and then the next lowest Patrol Lieutenant until all overtime assignments have been filled. If the vacancy still exists, Lieutenants assigned to the Patrol Division working other shifts will be asked to work a double shift. If a vacancy still exists, the Patrol Captain lowest in overtime hours will be asked to work. If a vacancy still exists, a Patrol Sergeant who is lowest in overtime hours, and who has notified the shift commander of his availability, will first be called on his regular scheduled day off, and then the next lowest Patrol Sergeant until all assignments have been filled. If a vacancy still exists, then Patrol Sergeants working other shifts will be asked to work a double shift. If a vacancy still exists, then Lieutenants and then sergeants of other divisions shall be called to fill the vacancy that exists in the Patrol Division. If a vacancy still exists, then the Patrol Lieutenant who is lowest in overtime hours and who has not already worked one (1) of his regular scheduled days off may be ordered to fill the assignment.

- D. Whenever an overtime assignment exists within the Patrol Division for a Sergeant, the Patrol Sergeant who is lowest in overtime hours will first be called on his regular scheduled day off, and then the next lowest Patrol Sergeant until all the vacancies have been filled. If a vacancy still exists, Patrol Sergeants working other shifts will be asked to work a double shift. If a vacancy still exists, the Patrol Division Lieutenant who is lowest in overtime hours will first be called on his regular scheduled day off, and then the next lowest Patrol Lieutenant until all overtime assignments have been filled. If a vacancy still exists, Sergeants and then Lieutenants of other divisions shall be called to fill the vacancy that exists. If a vacancy still exists, then the Patrol Sergeant who is lowest in overtime hours and who has not already worked one (1) of his regular scheduled days off may be ordered to fill the assignment.

In the event a lieutenant is hired pursuant to this section and a Sergeant is currently assigned to the front desk, the Lieutenant shall assume responsibility for the shift/front desk and the Sergeant shall be assigned to other duties.

- E. Whenever an overtime assignment exists within the Patrol Division for a Police Officer, the Police Officer assigned to Patrol who is the lowest in overtime hours, and who has notified the shift commander of his availability, will first be called on his regular scheduled day off and then the next lowest, until all assignments have been filled. In the event all vacancies cannot be filled by Police Officers who are scheduled off, Police Officers assigned to Patrol who are working other shifts, will be asked to work a double shift, in the inverse order of hours recorded on the supplemental duty roster. If a vacancy still exists, Patrol Sergeants who are scheduled off will be asked to work, and if the vacancy still exists, Patrol Sergeants working other shifts will be asked to work a double shift. If a vacancy still exists, then members assigned to other divisions shall be asked to fill the vacancy. If the vacancy still exists, then the Police Officer assigned to the Patrol Division who is lowest in overtime hours, and who has not already worked on one (1) of his regular scheduled days off, may be ordered to work the assignment.

- F. When an overtime assignment exists for any special services employees, regardless of rank, the special services employee, from within the same organizational unit, who is lowest in overtime hours will first be called on his regular scheduled day off and the then next lowest, until all assignments have been filled. In the event all vacancies cannot be filled by special services employees who are scheduled off, said employees working other shifts will be asked to work a double shift in the inverse order of hours recorded on the supplemental duty roster.

It is the responsibility of the Special Services Unit supervisor assigning the overtime position to notify the Patrol Unit Shift Commander so the hours can be charged accordingly.

Nothing within this article precludes the use of an employee on overtime when the service delivery requires his or her specialized training.

- G. Probationary police officers shall not fill police officer vacancies until having obtained certification from the State of Connecticut unless assigned to do so by the Police Chief or his designee when conditions so warrant.
- H. As contained within this section, each eight (8) hour overtime employment opportunity may be split into four (4) hour increments so long as replacement labor is available. In those cases where the employee wishes to split the opportunity and a member is not available to do so, the original employee shall work the full eight (8) hours.

SECTION 8:

- A. When any employee is subjected to either an overtime or extra duty work assignment error and, this error is the first time for such employee, the effected employee shall notify a Police Union representative to file documentation with the Chief of Police or his designee. No other remedy shall be provided for the first error.
- B. When any employee has lost work opportunities in the assignment of overtime work due to being skipped over twice or more within any six month period of time, the matter will be resolved by the Town and Union splitting, in equal proportion, the dollar amount of the hours, had they been worked by the employee. Such monies are to be paid within thirty (30) days of the incident.
- C. The Town and the Union reserve their respective rights to supervise or discipline employees or Union members.

SECTION 9:

Employees performing overtime duty during any of the hours of three p.m. to eleven p.m. (3-11) shift, four p.m. to twelve midnight (4-12) shift, eleven p.m. to seven a.m. (11-7) shift, and the twelve midnight to eight a.m. (12-8) shift, shall receive overtime pay for those hours or portions thereof, worked during those shifts, that is computed on an hourly rate that includes the shift premium as noted in Article 5, Section 2.

SECTION 10:

Employees who may be required to return to duty to perform overtime duties shall be paid not less than five (5) hours of pay at the rate of time and one-half (1-1/2), excepting that members required to attend training sessions on their off-duty time shall be paid time and one-half (1 1/2) for the hours they attend, with a two (2) hour minimum.

SECTION 11:

Employees working 11-7, 7-3, and 3-11 shall be construed for overtime purposes to be working 12-8, 8-4, and 4-12, respectively. Notwithstanding any procedures set forth within this contract, the Chief or his designee may, when he determines that an emergency demands immediate staffing, use any and all means to assign personnel until the emergency has been resolved.

SECTION 12:

- A. When the Town of Wallingford has a scheduled event which makes it necessary to hire officers on an overtime basis, the Town shall post a notice of the opportunity to work overtime at the event a minimum of ten (10) days prior to the date of the event. Employees soliciting such overtime shall affix their names to the sign-up list associated with the notice.
- B. The sign-up list shall be removed by management three (3) days prior to the day of the event at a time to be specified in the notice and overtime eligibility and assignment shall be calculated there from. All eligibility calculations shall be based on the time and date of removal using the hours on the Supplemental Duty Roster.
- C. Employees selected and assigned for the event overtime shall be notified by the posting of the completed work detail for said event.
- D. Should management's labor need remain unfilled due to an insufficient number of employee volunteers, then, notwithstanding the requirements of Section 7 above, the Town may order in officers, of all required ranks, starting with the officers who are lowest in overtime hours and who have not already worked one (1) of their regular days off, until the labor need is filled.

SECTION 13:

Employees may not volunteer for supplemental work on any day which they are scheduled for vacation leave.

SECTION 14:

- A. In the event the department needs to "order in" an employee under Section 7 above, subsections c, d, e or f and the employee presently enjoys Monday and Sunday as days off, the employee may only be "ordered in" on one (1) of these two (2) days off.
- B. This language shall have no impact in any case where the employee's days off are other than Monday or Sunday nor shall it have any impact on the existing provisions of Section 13 above.

SECTION 15:

The term "Extra Police Duty" for the purpose of this Article shall mean police duty that is requested by, and performed for a private agency, and when such Agency is required to pay for such service. The Chief may preclude the acceptance of certain types of extra duty assignments which are inconsistent with the interests of the Department and the Town.

SECTION 16:

The Department practice of advancing pay to members having performed extra duty work shall continue and the private agency as described in Section 17 above shall reimburse the TOWN for the amount so advanced.

SECTION 17:

Effective April 24, 2016 the rate paid for extra duty shall be not less than one hundred fifty percent (150%) of the Sergeant hourly rate for each assignment. Extra duty work ends when scheduled Town work begins. The rate shall be two (2) times the Sergeant hourly rate whenever an employee works in excess of eight (8) hours for the same employer or while working on a special holiday defined as

Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, the minimum of which shall be five (5) hours. For those extra-duty employment opportunities that are scheduled for eight (8) hours, the employee who has the first right to work the job may elect to split the job in four (4) hour increments with another member of the unit, thus creating a second four (4) hour job. If the job is split, each employee shall receive the minimum of four (4) hours of pay.

SECTION 18:

All Extra Duty Assignments shall first be offered to members who are on their day off, starting with the members with the lowest number of recorded hours on the Supplemental Duty Roster and continuing on through the next higher succeeding members, who have notified the designated supervisor of their availability for an assignment.

SECTION 19:

Extra Duty Assignments which remain unfilled after preference has been given to the members on their day off, shall then be offered to other available members, starting with the member with the lowest number of recorded hours on the Supplemental Duty Roster, who have notified the shift commander of their availability for an assignment.

ARTICLE 7
HOLIDAYS AND VACATIONS

A. HOLIDAY AND VACATION PROVISIONS FOR ALL PERSONNEL OTHER THAN
PATROL DIVISION

SECTION 1:

a. Each employee shall receive Holiday Pay for each of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

- | | |
|--|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday (Feb. 12) | Veteran's Day |
| Presidents' Day (third Monday in Feb.) | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

b. Each employee shall have the option to receive compensatory time or Holiday Pay for each of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

- | | |
|--|------------------------|
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday (Feb. 12) | Veteran's Day |
| Presidents' Day (third Monday in Feb.) | Day After Thanksgiving |
| Memorial Day | Independence Day |

c. Each employee shall have the option to receive compensatory time or Holiday Pay for one (1) of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

- New Year's Day
- Good Friday
- Labor Day
- Thanksgiving Day
- Christmas Day

Compensatory time must be requested for an established working time specified on a form approved by the Chief. The form must be signed by the employee requesting compensatory time and received by the Chief or his designee for approval at least forty-eight (48) hours before the shift for which the employee would otherwise have been scheduled to work.

Any employee assigned to a Special Services Unit who has accumulated any compensatory time may not request to use said compensatory time on any day specified as a holiday.

Compensatory time may be accumulated up to a maximum of forty (40) hours, and must be taken in eight (8) hour increments.

Employees assigned to the Special Services Unit desiring to use compensatory time in lieu of holiday pay as established by this section shall give notice to the Town during the same period that he or she wishes to count the holiday as compensatory time. Failure to give notice to the Town as required shall result in the employee receiving a payout for any banked time.

Accumulated compensatory time shall be used by the employee within one hundred and twenty (120) days of accrual, and shall be used within the same fiscal year as to when it was accumulated. In the event, the employee does not use his approved compensatory time within the one hundred twenty (120) day period, he shall be paid his Holiday Pay for the unused compensatory time within the same fiscal year as the compensatory time was accrued.

In no event can any compensatory time be taken that results in another employee being paid overtime in order to fill the vacancy caused by the compensatory time being taken.

Except as provided in this section, once approved by the Chief or his designee, compensatory time shall be treated like a vacation day.

SECTION 2:

Whenever any other TOWN Department enjoys a Paid Holiday by declaration of the Mayor, in addition to those listed in Section 1, all members of the bargaining unit shall receive a compensatory day off.

SECTION 3:

Employees assigned within any special services unit shall normally not work on days designated as holidays in this agreement unless management determines an operational need requires the employee work such holiday. This shall include the ability to use specialists as required by the situation and as determined by management.

Any employee working on a Holiday shall receive the rate of time and one-half (1-1/2) for the hours so worked and shall, in addition, receive eight (8) hours Holiday Pay based upon his regular rate of pay.

Any employee working on New Year's Day, Good Friday, Labor Day, Thanksgiving or Christmas shall receive the rate of double time for the hours so worked and shall, in addition, receive eight (8) hours Holiday Pay based upon his regular rate of pay.

Any bargaining unit employee not required to work on a holiday shall be considered to be on Holiday Status as opposed to Day Off Status for purposes of any overtime.

SECTION 4:

Employees will be eligible for vacation in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 Year's Service by July 1	11 Days
2 Years' Service by July 1	12 Days
3 Years' Service by July 1	13 Days
4 Years' Service by July 1	14 Days
5 Years' Service by July 1	15 Days
6 Years' Service by July 1	16 Days
7 Years' Service by July 1	17 Days
8 Years' Service by July 1	18 Days
9 Years' Service by July 1	19 Days
10 Years' Service by July 1	25 Days
11 Years' Service by July 1	26 Days
12 Years' Service by July 1	27 Days
13 Years' Service by July 1	28 Days
14 Years' Service by July 1	29 Days
15 Years' Service by July 1	30 Days

Notwithstanding the above schedule, employees hired on or after January 19, 1995 shall be eligible for vacations in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 Year's Service by July 1	11 Days
2 Years' Service by July 1	12 Days
3 Years' Service by July 1	13 Days
4 Years' Service by July 1	14 Days
5 Years' Service by July 1	15 Days
6 Years' Service by July 1	16 Days
7 Years' Service by July 1	17 Days
8 Years' Service by July 1	18 Days
9 Years' Service by July I	19 Days
10 Years' Service by July 1	25 Days

Notwithstanding the above schedules, employees hired on or after January 22, 1997 shall be eligible for vacations in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 year to 2 years by July 1	10 Days
3 years to 5 years by July 1	12 Days
6 years to 10 years by July 1	15 Days
11 years to 15 years by July 1	20 Days
16 years or more by July 1	25 Days

Employees hired on or after October 3, 2008 shall accrue, and have available to use, one-and one-half (1.5) days of vacation for each two (2) full months worked until he gets on the existing schedule above. Vacation periods shall not be broken down into periods shorter than four (4) hours, so any increment earned that is less than a four (4) hour period shall not be available for use.

The Police Chief, in his sole discretion, shall determine whether or not the utilization of vacation periods of four (4) hours shall continue.

SECTION 5:

The Vacation Period shall be between January 1 and December 31 of each year. Vacations are not cumulative, and may not be carried over from year to year except that employees unable to utilize vacation time by December 31" due to an absence from illness, injury or attendance at the recruit basic training academy, shall immediately be assigned all accumulated vacation leave upon return to work or graduation from the academy.

SECTION 6:

Choice of date by employees shall be granted whenever practical, but operating requirements of the Police Department shall prevail. When a choice of dates has been granted, it will not be interfered with, except in cases of emergency. Depaigent Seniority shall govern in cases of conflict between employees in similar departmental job groups. Any employee who fails to submit his choice of vacation dates by February 1 will forfeit vacation choice by seniority for that year. Choice of vacation dates shall be approved by March 15. In order to satisfy the operating needs of the agency, and to encourage utilization of accrued vacation, any unused and unscheduled vacation time existing on October 1 may be assigned by management for use during October, November and December of that calendar year.

SECTION 7:

The second, third, fourth, fifth and sixth weeks may or may not be consecutive to each other, or to the first week, depending on the operating requirements of the Department.

SECTION 8:

Vacation periods may be broken down into periods shorter than one (1) week providing the employee has fourteen (14) or fewer vacation days; employees with fifteen (15) to twenty-four (24) vacation days must take at least five (5) of those days as a full week and employees with twenty-five (25) or more vacation days must take at least ten (10) of those days as full weeks.

SECTION 9:

Upon termination of employment, a regular employee shall receive any vacation pay which he/she has earned but not received, pro-rated at one-twelfth (1/12) of his/her total vacation allowance for each full calendar month of service completed since the previous July 1.

SECTION 10:

Vacation leave shall not accrue while an employee is out of work on an unpaid leave of absence for any reason.

B. HOLIDAY AND VACATION PROVISIONS FOR PATROL DIVISION

SECTION 1:

- a. Each employee shall receive Holiday Pay for each of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday (Feb. 12)	Veteran's Day
Presidents' Day (third Monday in Feb.)	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

- b. Each employee shall have the option to receive compensatory time or Holiday Pay for each of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

Martin Luther King Day	Columbus Day
Lincoln's Birthday (Feb. 12)	Veteran's Day
Presidents' Day (third Monday in Feb.)	Day After Thanksgiving
Memorial Day	Independence Day

- c. Each employee shall have the option to receive compensatory time or Holiday Pay for one (1) of the following Legal Holidays, whether the employee works on the Holiday or not unless he is out of work on unpaid leave for any reason:

New Year's Day
 Good Friday
 Labor Day
 Thanksgiving Day
 Christmas Day

Compensatory time must be requested for an established working time specified on a form approved by the Chief. The form must be signed by the employee requesting compensatory time and received by the Chief or his designee for approval at least forty-eight (48) hours before the shift for which the employee would otherwise have been scheduled to work.

Any employee assigned to the Patrol Division who has accumulated any compensatory time may not request to use said compensatory time on any day specified as a holiday.

Compensatory time may be accumulated up to a maximum of forty (40) hours, and must be taken in eight (8) hour increments.

Employees assigned to the Patrol Division desiring to use compensatory time in lieu of holiday pay as established by this section shall give notice to the Town during the same period that he or she wishes to count the holiday as compensatory time. Failure to give notice to the Town as required shall result in the employee receiving a payout for any banked time.

Accumulated compensatory time shall be used by the employee within one hundred twenty (120) days of accrual, and shall be used within the same fiscal year as to when it was accumulated. In the event, the employee does not use his approved compensatory time within the ninety (90) day period, he shall be paid

his Holiday Pay for the unused compensatory time within the same fiscal year as the compensatory time was accrued.

In no event can any compensatory time be taken that results in another employee being paid overtime in order to fill the vacancy caused by the compensatory time being taken.

Except as provided in this section, once approved by the Chief or his designee, compensatory time shall be treated like a vacation day.

SECTION 2:

Whenever any other TOWN Department enjoys a Paid Holiday by declaration of the Mayor, in addition to those listed in Section 1, all members of the bargaining unit shall receive a compensatory day off.

SECTION 3:

Employees assigned within any special services unit shall normally not work on days designated as holidays in this agreement unless management determines an operational need requires the employee work such holiday. This shall include the ability to use specialists as required by the situation and as determined by management.

Any employee working on a Holiday shall receive the rate of time and one-half (1-1/2) for the hours so worked and shall, in addition, receive eight (8) hours Holiday Pay based upon his regular rate of pay.

Any employee working on New Year's Day, Good Friday, Labor Day, Thanksgiving or Christmas shall receive the rate of double time for the hours so worked and shall, in addition, receive eight (8) hours Holiday Pay based upon his regular rate of pay.

Any bargaining unit employee not required to work on a holiday shall be considered to be on Holiday Status as opposed to Day Off Status for purposes of any overtime.

SECTION 4:

Employees will be eligible for vacation in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 Year's Service by July 1	11 Days
2 Years' Service by July 1	12 Days
3 Years' Service by July 1	13 Days
4 Years' Service by July 1	14 Days
5 Years' Service by July 1	15 Days
6 Years' Service by July 1	16 Days
7 Years' Service by July 1	17 Days
8 Years' Service by July 1	18 Days
9 Years' Service by July 1	19 Days
10 Years' Service by July 1	25 Days
11 Years' Service by July 1	26 Days
12 Years' Service by July 1	27 Days
13 Years' Service by July 1	28 Days
14 Years' Service by July 1	29 Days
15 Years' Service by July 1	30 Days

Notwithstanding the above schedule, employees hired on or after January 19, 1995 shall be eligible for vacations in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 Year's Service by July 1	11 Days
2 Years' Service by July 1	12 Days
3 Years' Service by July 1	13 Days
4 Years' Service by July 1	14 Days
5 Years' Service by July 1	15 Days
6 Years' Service by July 1	16 Days
7 Years' Service by July 1	17 Days
8 Years' Service by July 1	18 Days
9 Years' Service by July 1	19 Days
10 Years' Service by July 1	25 Days

Notwithstanding the above schedules, employees hired on or after January 22, 1997 shall be eligible for vacations in accordance with the following schedule:

6 Mos. Service by July 1	5 Days (1 week)
1 year to 2 years by July 1	10 Days
3 years to 5 years by July 1	12 Days
6 years to 10 years by July 1	15 Days
11 years to 15 years by July 1	20 Days
16 years or more by July 1	25 Days

Employees hired on or after October 3, 2008 shall accrue, and have available to use, one-and one-half (1.5) days of vacation for each two (2) full months worked until he gets on the existing schedule above. Vacation periods shall not be broken down into periods shorter than four (4) hours, so any increment earned that is less than a four (4) hour period shall not be available for use.

The Police Chief, in his sole discretion, shall determine whether or not the utilization of vacation periods of four (4) hours shall continue.

SECTION 5:

The Vacation Period shall be between January 1 and December 31 of each year. Vacations are not cumulative, and may not be carried over from year to year except that employees unable to utilize vacation time by December 31st due to an absence from illness, injury or attendance at the recruit basic training academy, shall immediately be assigned all accumulated vacation leave upon return to work or graduation from the academy.

SECTION 6:

Choice of date by employees shall be granted whenever practical, but operating requirements of the Police Department shall prevail. When a choice of dates has been granted, it will not be interfered with, except in cases of emergency and as provided below. Department Seniority shall govern in cases of conflict between employees in similar classifications and work groups. Any employee who fails to submit his choice of vacation dates by February 1 will forfeit vacation choice by seniority for that year except that no employee may submit a vacation date request for the week of Thanksgiving or the last two weeks of December until the day following the posting of the Cycle 4 work schedule. Any employee who fails to submit his or her vacation request within seven days thereafter will forfeit choice of that date by seniority. Except as noted herein choice of vacation dates shall be approved by March 15. Choice of vacation dates for Thanksgiving week and the last two weeks of December shall be approved on or about the first day of

work Cycle 4. In order to satisfy the operating needs of the agency, and to encourage utilization of accrued vacation, any unused and unscheduled vacation time existing on October 1 may be assigned by management for use during October, November and December of that contract year. Should more than two employees in the Patrol Division of the same rank be previously scheduled for vacation on the same date and shift as a subsequent result of the bid shift process, cancellation of the vacation date may be implemented by the Chief of Police or his designee, first in reverse order of vacation requests submitted after February 1 of the current contract year; secondly in reverse order of seniority for vacation requests submitted by February 1 of the current contract year. Any employee affected by the cancellation of vacation date in this manner shall be notified by the Chief of Police or his designee in writing no less than two (two) weeks before the bid cycle in which the vacation date falls. Employees with vacation date cancelled after October 1 must resubmit their choice of vacation date within two (2) weeks of notification, otherwise it may be assigned by management for use during the remaining portion of that year. Choice of vacation date by an employee affected by any managerial cancellation shall be considered in the order received and only by seniority for those affected employees submitting a similar request on the same date. Affected employees receive no advantage over other employees whom previously had their choice of vacation date approved.

SECTION 7:

The second, third, fourth, fifth and sixth weeks may or may not be consecutive to each other, or to the first week, depending on the operating requirements of the Department.

SECTION 8:

Vacation dates may be broken down into periods shorter than one (1) week providing the employee has fourteen (14) or fewer vacation days; employees with fifteen (15) to twenty-four (24) vacation days must take a sufficient number of vacation days to create one full week's vacation including day(s) off (total of 7 consecutive days including days off) and employees with twenty-five (25) or more vacation days must take a sufficient number of vacation days to create a total of two full week's vacation including day(s) off (two sets of 7 consecutive days including days off).

SECTION 9:

Upon termination of employment, a regular employee shall receive any vacation pay which he/she has earned but not received, pro-rated at one twelfth (1/12) of his/her total vacation allowance for each full calendar month of service completed since the previous July 1.

SECTION 10:

Vacation leave shall not accrue while an employee is out of work on an unpaid leave of absence for any reason.

**ARTICLE 8
GROUP INSURANCE**

SECTION 1:

The Town shall offer and employees may elect, but shall not be required to elect, the following hospital and medical insurance for all employees and their eligible family members.

For purposes of determining the employee's insurance cost share, the premium cost of a medical plan obtained through a medical insurance carrier shall be the fully insured premium rate. The premium cost of a self-funded health benefit plan shall be the premium equivalent rate computed annually by a qualified

third party designated by the Town (e.g., plan administrator or insurance consultant) in accordance with generally accepted underwriting methodologies and consisting of the following: the administrative fees payable to the carrier or third party administrator; projected claim costs reflecting past experience and expected forward-looking trend; and additional reserves needed to fund the maximum exposure up to the aggregate stop-loss attachment point; stop-loss premium costs; and costs resulting from changes in state and federal law. The premium equivalent rate shall capture all costs associated with funding the self-funded health benefit plan. Any excess reserve funds above the maximum exposure described above shall be applied to the premium equivalent rate for the subsequent plan year.

Each employee shall pay thirteen (13) percent of the premium for his respective coverage (individual, 2-person or family) on health insurance. Effective January 1, 2020, the payment shall increase to fourteen (14) percent of the premium. Effective upon January 1, 2021, the payment shall increase to fifteen (15) percent of the premium. This payment shall be by deduction from the employee's weekly paycheck.

A. Plan Choice. During open enrollment periods determined by the Town, employees may select the following coverages with the following copays effective upon ratification:

1. Anthem Blue Cross and Blue Shield Century Preferred Non-Standard Plan as follows:

Office Visit — Forty (\$40.00) dollars home and office co-pay per visit.

Inpatient Hospital — Five hundred dollars (\$500.00) per admission.

Outpatient Surgery — Two hundred fifty dollars (\$250.00) per event.

Emergency Room — One hundred twenty-five dollars (\$125.00) per visit.

Urgent Care — One hundred dollars (\$100.00) per visit.

B. Prescription Drug Plan.

Century Preferred Plan. Anthem Blue Cross and Blue Shield Fully Managed 3-Tier Prescription Plan with standard and enhanced clinical edits including prior authorization, preferred generics, quantity limits, step therapy, and exclusive specialty with half tab program with a two thousand two hundred fifty dollar (\$2,250) maximum benefit per covered member with additional coverage through coinsurance. The employee co-payment for this benefit shall be as follows:

Retail (30-day supply): Ten dollars (\$10.00) generic supply, Thirty-five (\$35.00) dollars for brand formulary, Fifty dollars (\$50.00) for brand non-formulary.

Mail order (90-day supply): Twenty dollars (\$20.00) generic, Seventy dollars (\$70.00) formulary brand, One hundred dollars (\$100.00) non-formulary brand.

C. A dependent children rider.

D. Anthem Blue Cross Full Dental Service Plan for employees only (no riders).

Effective July 1, 2019 and during open enrollment periods determined by the Town, participating employees may elect one of two health insurance plans offered by the Town:

(a) An Anthem Blue Cross and Blue Shield Century Preferred Non-Standard Plan (PPO) with benefit levels as set out below;

(b) A High Deductible Health Plan/ HSA plan with benefit levels as set out below.

The HDHP/HSA (Health Savings Account) plan shall be the core insurance plan. For any employee wishing to remain in the PPO plan, the Town will contribute an amount equal to the dollar amount contributed by the Town toward the premium of the HSA plan for the employee's coverage level. Any employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Town and the full cost of the PPO plan.

PPO: Co-pays will be: \$40.00 Office per visit; \$100.00 Urgent Care per visit; \$500.00 Inpatient Hospital per admission; \$250.00 Outpatient per event; \$125.00 Emergency Room per visit; Anthem BC/BS Fully Managed 3-tier Prescription Plan coverage with standard and enhanced clinical edits - \$10/\$35/\$50 co-pay per prescription, \$2,250 yearly max, 2 times the co-pay for 3 month refills by mail.

HDHP/HSA Plan:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	0% after deductible	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$3,000/\$6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (individual/aggregate family)	\$5,000/\$10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Anthem Blue Cross and Blue Shield Fully Managed 3-Tier Prescription Plan with standard and enhanced clinical edits. Treated as any other medical expense, Subject to deductible, once deductible is met, then \$10/\$35/\$50 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

Dental Plan. Anthem Blue Cross Full-Service Dental Plan for employees only (no riders).

The Town will contribute 50% of the deductible amount in Plan Years 2019-20 and 2020-21. 100% of the Town's contribution toward the HDHP/HSA deductible will be deposited into the HDHP/HSA accounts on July 1 or within 10 days thereof. The parties acknowledge that the Town's contribution toward the funding of the HDHP/ HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees, beneficiaries, or other individuals upon their separation from employment. For any plan year in which a new hire or an

employee who encounters an ERISA type qualifying event, enrolls in the high deductible/HSA Plan for only a portion of the plan year, the Town's contribution towards the funding of the deductible shall be prorated.

A Health Reimbursement Account (I-ERA) will be made available to any employee who is precluded from participating in the HSA with a \$2,000/\$4,000 maximum rollover provision. The annual maximum reimbursement by the Town for employees participating in the BRA shall not exceed the dollar amount of the Town's annual HSA contribution for employees enrolled in the HSA.

SECTION 2:

Effective upon ratification, the TOWN shall provide and pay for the following insurance for all employees:

- A. Term Life Insurance: \$ 30,000.00
- B. Accidental Loss of Life, Limb, or Sight Insurance up to: \$ 30,000.00

SECTION 3:

The following shall govern for retiree medical insurance:

- A. Employees who elect retiree health insurance shall participate in a Town sponsored plan offered to active employees pursuant to the following conditions:
- B. Each active employee in the bargaining unit who selects Town insurance shall, through payroll deduction, contribute five dollars (\$5) per week. Effective July 1, 2010, each employee who selects Town insurance shall contribute ten dollars (\$10) per week through payroll deduction.
- C. Future retirees may elect to participate at the time of retirement or anytime thereafter.
- D. Retirees who elect participation at the time of retirement shall contribute fifty percent (50%) of the cost of the above stated insurance which shall be subject to such increases as the carrier may determine.
- E. The Town shall contribute fifty percent (50%) of the cost of the above stated insurance.
- F. Participating retirees and/or their spouses who are or become employed by employers that provide Anthem Blue Cross, Blue Shield insurance equivalent to that provided by the Town shall participate in that employer's program and will not be covered by this program.
- G. At such time as the participant or their spouse reaches age sixty-five (65), the individual reaching age sixty-five (65) shall cease to be a participant in this program and shall not be entitled to any coverage. Anthem Blue Cross and/or Blue Shield 65 may be selected by the participant and/or their spouse. Payment for Anthem Blue Cross and/or Blue Shield 65 is the sole responsibility of the participant. It may, however, be deducted from the participant's monthly retirement check.
- H. Employees who terminate their employment and are vested are not eligible to participate in this retiree health insurance plan and do not ever become eligible. They are eligible to extend their coverage after termination at their own expense as provided under federal law.

- I. In the event of the death of a retiree covered by this insurance, his/her spouse shall be eligible to receive their benefits until age sixty-five (65) and shall pay fifty percent of the premium.

SECTION 4:

The Town reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designed surgical procedures and some or all of the requirements of the Managed Benefit Program and the Admission Planning Service of Blue Cross and Blue Shield of Connecticut. The Town shall provide thirty (30) days advance notice to employees prior to implementation of the program and provide literature describing such plan.

SECTION 5:

Notwithstanding any other provision in the Agreement to the contrary, the Town may change or substitute insurance carriers, self-insurance, administrators or managed care organizations for the above-referenced health benefit programs as long as the programs (meaning coverages, benefits, administration, access and costs i.e., timeliness of payments, claims processing, access to care) provided through alternate insurance carriers, through self-insurance, or through a combination of such alternatives shall not be less than the programs available to employees under the group health insurance policies described elsewhere in this Agreement. The size and scope of a preferred provider network of physicians will not include dentists, optometrists, ambulance services, V.A. providers, Fire Department emergency services and non-network providers will not be a factor in determining the duplication of network or access to care by an insurance carrier or managed care vendor.

The change in carriers may result in a disruption of access to providers. Sixty (60) days prior to any change, the Town will provide a copy of a disruption report developed by the carrier(s) who are under consideration as well as the current carrier's report. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the carrier's network proposed. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match of the top 200 physicians, in terms of encounters (number of visits). Of the physicians who are not in this network match, no more than three such physicians can be in any one specialty or discipline. In addition, 100% of all Connecticut hospitals in the current carrier network shall be in the network for the program under consideration. Furthermore, a change in formulary shall be considered equivalent if at least 90% of the top 100 brand name and top 100 generic medications most commonly used by the number of scripts annually by the bargaining unit members shall be included in the formulary.

The Union will be consulted at least 60 (sixty) days in advance regarding any proposed insurance carrier change or other change as described above. Any dispute regarding whether or not the proposed insurance change is less than the present coverages shall be resolved commencing with Step 3 (Personnel Director level) of the grievance procedure set forth in Article 13, herein, and proceeding to arbitration, if necessary. In any event, no change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing provisions apply to unilateral changes in carriers by the Town.

Nothing in this agreement shall prevent the Town from offering alternative insurance plans or carriers at its sole discretion. If, in doing so, the costs of such alternative plan(s) are greater than quoted to the Town due to an insufficient number of plan participants, the Town may discontinue such plan(s) or cease offering such plan(s) in the future.

ARTICLE 9
SICK LEAVE

SECTION 1:

Sick leave shall be considered to be absent from duty with pay for the following reasons:

Illness or Injury, except where directly traceable to employment by an employer other than the TOWN OF WALLINGFORD. When the employee is required to undergo medical, optical or dental treatment, and only when this cannot be accomplished on off-duty hours.

When the serious illness of a member of the employee's immediate family requires his personal attendance, if supported by a medical certificate, but not to exceed three (3) days per calendar year. Immediate family, for the purposes of this section, is defined as the employee's mother, father, spouse, son and daughter. The employee shall provide the Town with a medical certificate acceptable to the Town within three (3) business days following his or her return to work. If this documentation is not provided within this timeframe, the time taken will be charged as absence without pay.

SECTION 2:

The Town shall offer a sick leave incentive payment to employees who do not take any sick leave in a calendar year under the following conditions. The purpose of this payment is to reward employees for working an entire year without utilizing any sick leave. If an employee uses sick leave for any reason, he shall be ineligible for this payment. If an employee is at the maximum permitted accumulation on January 1 and does not use any sick days in a calendar year (January through December), he shall receive in January of the next calendar year, an incentive payment of \$600.00. If an employee who is not at the maximum permitted accumulation on January 1 does not use any sick days in a calendar year (January through December), he shall receive in January of the next calendar year, an incentive payment of \$3 00.00.

SECTION 3:

Sick Leave Allowance shall be earned by each regular employee at the rate of one and one-half (1-1/2) working days for each full calendar month of service. Employees hired on or after July 1, 2008 shall accrue sick leave at the rate of one and one-quarter (1.25) working days for each full calendar month of service.

SECTION 4:

Sick Leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 5:

No Sick Leave with pay may be granted any member of the classified service with less than six (6) months' total service. After six (6) months' service, however, the employee shall be entitled to a reserve or accrual of nine (9) days Sick Leave Credit, with future accumulation in accordance with the above. For employees hired on or after July 1, 2008, this reserve or accrual shall be seven and one-half (7.5) days' sick leave credit with future accumulations in accordance with Section 3 above for such new hires.

LOCAL 1570 POLICE [2018-2021]

SECTION 6:

All unused Sick Leave earned during continuous employment may be accumulated up to a maximum of one hundred and fifty (150) days.

SECTION 7:

Sick Leave shall continue to accumulate during Leaves of Absence with pay and during the time an employee is on authorized sick leave or vacation time.

SECTION 8:

No credit for Sick Leave shall be granted for time worked by an employee in excess of his normal work week.

SECTION 9:

No Sick Leave shall accrue during a Leave of Absence without pay.

SECTION 10:

A medical certificate is required for a period of absence consisting of more than two (2) consecutive working days and for frequent or habitual absence from Duty and when, in the judgment of the Chief of Police or Personnel Director, there is reasonable cause for requiring such certificate. The employee shall provide the Town with a medical certificate acceptable to the Town within three (3) business days following his or her return to work. If this documentation is not provided within this timeframe, the time taken will be charged as absence without pay.

SECTION 11:

The redemption of accumulated Sick Leave at retirement shall be made in the following manner:

- A. Any employee who retires under a bona fide TOWN pension Plan after the required number of years of service, or employees who retire due to a disability, shall be paid a lump sum of money that is equal to the number of sick days due such employee, not to exceed one hundred (100) days, times the prevailing day rate of pay received by the employee on the date of such Retirement. For employees hired on or after July 1, 2008, this payout shall be limited to a maximum of sixty-five (65) days of pay as calculated above.
- B. Upon the death of an employee, the amount of Sick Leave due such employee, not to exceed ninety (90) days, shall be payable to his designated beneficiary in the same manner as provided for in Section 11, Item (a) of this Agreement.
- C. Employees hired on or after July 1, 2016 who retire as a terminated vested participant shall not be eligible for a sick leave payout.

SECTION 12:

An employee is required to inform the duty officer that he is sick at least one (1) hour before the start of all shifts; otherwise, such employee shall be required to obtain a medical certificate.

SECTION 13:

In the event any employee exhausts his entire accumulated sick leave, the Town, acting through the Personnel Director, may grant extensions up to thirty (30) working days. Any extension granted shall be repaid to the Town with one-half (1/2) of his annual sick leave until it is repaid in full.

ARTICLE 10
FUNERAL LEAVE

In the event of death in the immediate family, as "immediate family" is defined below, paid leave not to exceed three (3) work days will be granted to the employee. For purposes of this article, immediate family shall include only father, mother, brother, sister, son, daughter, step-father, step-mother, step-son, step-daughter, husband, wife, mother-in-law, father-in-law, or any other relative who is domiciled in the employee's primary residence. In case of such relative's death, and if burial takes place at a distant location, and if the employee does not attend, one (1) day off will be allowed.

In the event of death of a grandchild, grandparent, brother-in-law, sister in-law, or aunt, uncle, niece, or nephew of the employee, two (2) work days will be allowed provided the employee attends the funeral.

Funeral leave shall only apply to relations specifically recited herein.

ARTICLE 11
INJURY LEAVE

SECTION 1:

Each employee who is injured or disabled by accident or from contagious disease in the performance of his duties shall be entitled to injury leave with full pay, including Workers' Compensation payment from the date of injury until such time as he is able to return to duty or twelve (12) months, whichever comes first. Any employee who is injured or disabled in the performance of his duties, and who reaches the point of maximum recovery, but is unable to perform his assigned duties, shall be assigned to whatever Police Department work he is able to perform and his salary for such new assignment shall be not less than that which he would be receiving if he had continued to perform his regularly assigned duties. If no such Police Department work is available which such employee is able to perform, he shall be retired on service-connected disability pension in accordance with the applicable provisions of the pension or retirement system under which he is covered.

SECTION 2:

Temporary Light Duty. If light duty is available, the Police Chief shall assign personnel to temporary light duty if they have not reached maximum medical improvement under the following conditions:

- a) Light duty work assignments shall not exceed six (6) months in any one (1) twelve (12) month period.
- b) The Police Chief will determine the number of employees permitted to work light duty assignments based on their work restrictions and availability of work.
- c) The Police Chief reserves the right to assign employees to work that is consistent with their knowledge and training and employees may be assigned to any shift as determined by the Police Chief.
- d. Light duty work shall be made available, notwithstanding Item number 2 of this section , to members who are injured either on, or off, duty.

ARTICLE 12
SENIORITY

SECTION 1:

Seniority with the Wallingford Police Department shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification. In the event two (2) or more employees share the same length of accumulated service within their respective classification, the order of their seniority shall next be determined by first granting seniority to the employee with the highest final score on the Personnel Department register utilized to obtain the position. Should the matter remain unresolved as a result of identical register scores, the order of seniority for those employees so affected shall be determined using the last four (4) digits of their social security number in ascending order as may be necessary. For the purpose of this Article, classification shall mean and include the following: Police Officer, Sergeant, Lieutenant, Captain.

SECTION 2:

Seniority shall not be broken by vacation time, sick time, temporary lay off, suspension, or any leave of absence, or any call to military service for the duration.

SECTION 3:

If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority.

SECTION 4:

In the event of reduction in force, lay off shall be inverse in order of hiring and any recall to work shall be by seniority. Employees who are laid off shall maintain recall rights for a period of two years from the date of layoff.

SECTION 5:

In the event of any dispute between employees for any issue not covered by terms of this Agreement, all other things being equal, seniority shall prevail.

ARTICLE 13
GRIEVANCE PROCEDURE

SECTION 1:

A grievance for the purposes of this procedure shall be considered to be an employee, or police UNION, complaint concerned with hours of work, wages and working conditions related to the following:

- A. Discharge, suspension, or other disciplinary action.
- B. Charge of favoritism or discrimination.
- C. Interpretation and application of rules and regulations and policies of the Police Department.

D. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.

SECTION 2:

A grievance, as defined above, shall be handled as follows:

Step 1: The aggrieved employee with or without his UNION representative shall, in writing, state his case to the head of the department, not later than ten (10) calendar days, excluding weekends and holidays as specified in Article 8, from the time of the incident giving rise to the grievance or within ten (10) calendar days, excluding weekends and holidays as specified in Article 8, after the grievant finds that such an incident has occurred and that he is involved. The head of the department will use his best efforts to settle the dispute and give his answer, in writing, within fifteen calendar days.

Step 2: In the event the grievance is not adjusted to the satisfaction of the aggrieved, the employee, and/or his UNION representative, shall submit the grievance in writing to the Personnel Director within ten (10) calendar days, excluding weekends and holidays as specified in Article 8, who will hold a meeting between the parties within fifteen (15) calendar days and give his answer in writing within fifteen (15) calendar days of said meeting.

Step 3: If the grievance is not satisfactorily disposed of, either party may submit it to the Connecticut State Board of Mediation and Arbitration, for arbitration, but only within ten (10) calendar days, excluding weekends and holidays as specified in Article 8, after submission of the TOWN's disposition of the grievance to the UNION, or within ten (10) calendar days, excluding weekends and holidays as specified in Article 8, after the UNION's answer to the TOWN grievance, as the case may be, and the decision of the Board of Arbitration shall be final and binding on both parties.

SECTION 2a:

Notwithstanding the language of Step 3, within fifteen (15) calendar days after the Union has filed for arbitration in compliance with Step 3, the Town may, in its sole discretion notify the Union that it wants the matter heard by the American Arbitration Association and submit a demand for arbitration to the American Arbitration Association. If the matter is heard by the American Arbitration Association, the Town agrees to pay the full costs of the Association's administrative fees and the arbitrator's full fee.

The arbitrator(s) shall conduct the hearing in accordance with the applicable rules and render a decision which shall be final and binding on all parties provided, however, that the full legal rights of the parties in the courts shall not be restricted in any way and that the panel shall not modify, alter, add to or subtract from the provisions of this Agreement.

SECTION 3:

The UNION representative may be called in by the UNION in the handling of any dispute or grievance.

SECTION 4:

Any grievance not presented or followed up through the grievance procedure above outlined shall be deemed waived and withdrawn by the Union. If, at any step in the grievance procedure, the Department or the TOWN fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step, unless time is extended by mutual consent in writing.

SECTION 5:

As noted herein, all grievances must be stated in writing. However, if either of the parties related to the disposition of a grievance believe that oral discussion of same will expedite the resolving of the grievance, then a meeting shall be arranged.

SECTION 6:

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

**ARTICLE 14
DISCIPLINE AND DISCHARGE**

SECTION 1:

Prior to the issuance of discipline, which shall be given for just cause, the Chief of Police and/or the Deputy Chief shall hold a conference with the officer facing potential discipline, at which the officer shall be provided the opportunity to be represented by the Union and to hear and respond to the charges against him. The officer and the Union shall be notified of the disposition of the Chief and/or Deputy Chief within a reasonable time. Written warnings shall not be subject to the above conference requirement but shall be reviewed with the Deputy Chief or Chief prior to issuance.

SECTION 2:

The UNION shall have the right to question the propriety of any such disciplinary action or discharge, through the grievance procedure herein outlined, including arbitration, except for termination of probationary employees which is not subject to the grievance and arbitration provisions of this Agreement. Probationary employees shall not be terminated for capricious reasons.

SECTION 3:

Any employee, who has been disciplined or discharged, and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss in regular wages.

SECTION 4:

Whenever a civilian complaint is made against a member or group of members of the Department relating to his or their conduct as an officer(s), or the manner in which such officer(s) discharges his duties, and such complaint results in a civil suit against the officer(s), said member(s) shall be entitled to be represented by an attorney of his own choosing. The TOWN agrees to pay such attorney his/her reasonable fees and costs. If an officer retains an attorney prior to any civil suit, the Town agrees to pay such attorney his/her reasonable fees and costs for pre-suit representation only if, and when, a suit is filed. Any obligation to meet any such attorney during normally scheduled hours shall have no impact on wages due, provided that 48 hours written notice of such meeting is given to the Chief, except in emergency situations.

**ARTICLE 15
GENERAL PROVISIONS**

SECTION 1:

The Police Department will continue to furnish such equipment as it has customarily furnished in the past.

SECTION 2:

All uniformed personnel shall be provided with articles of uniform and equipment in the amount and manner provided for in the following table. Members not desiring their full allotment of uniform shall advise the Department of items not desired.

- a. Three (3) hats; one (1) summer and two (2) winter
- b. Three (3) all season trousers or, as an alternative for police officers and sergeants only, two (2) pairs of trousers and two (2) mock neck pullovers
- c. One (1) waist length winter coat
- d. Eight (8) pairs of black socks issued annually
- e. One (1) pair of dress shoes issued annually, in either six inch or regular cut. In odd numbered calendar years, a member may choose one pair of boots approved by the Police Chief in lieu of a pair of dress shoes.
- f. Two (2) long sleeve and two (2) short sleeve shirts in such colors as to distinguish the ranks of lieutenant and above from all other ranks. New employees shall receive an initial issue of three (3) shirts of each type.
- g. Three (3) ties initially issued; two (2) ties annually; in royal blue except for lieutenants and above, which are dark navy in color
- h. One (1) raincoat and hat cover
- i. One (1) pair of knee high overboots, as needed
- j. One (1) 2.5" black Garrison belt, as needed
- k. Two (2) pairs of handcuffs and handcuff case - S&W or Peerless
- l. Three (3) pairs white gloves issued initially, one (1) pair annually thereafter
- m. One (1) department approved holster for issued firearm
- n. One (1) Glock 9 mm pistol semi-automatic firearm
- o. One (1) double magazine pouch
- p. One (1) aluminum flashlight with two (2) batteries
- q. One (1) baton and baton holder
- r. Two (2) Uniform name tags
- s. One (1) Riot helmet - black
- t. One (1) bulletproof vest with navy shell issued initially and replaced thereafter as required after inspection
- u. Exterior ballistic vest carrier

Worn clothing and equipment in need of replacement will be exchanged once per year following inspection and approval. Items lost or damaged in the line of duty will be replaced as needed.

SECTION 3:

The TOWN shall provide for a cleaning and maintenance of items listed in Section 2 , b (trousers only), c, f, and g, and plainclothes for personnel authorized to wear them.

SECTION 4:

The Town shall pay each member of the Plainclothes Division a clothing allowance of up to nine hundred fifty (\$950.00) dollars, provided that such employees shall be required to present the Department with receipts for clothing purchased during that year.

SECTION 5:

Clothing, watches and prescription eye glasses damaged or destroyed in the line of duty shall be replaced by the TOWN in those cases in which payment cannot be secured through the procedures of the Court, providing that it is reported reasonably and promptly.

SECTION 6:

Each employee shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours and shall be granted a coffee break of ten (10) minutes duration twice in each eight (8) hour shift. During such lunch and coffee periods, the employee shall be available in case of an emergency.

SECTION 7:

The TOWN OF WALLINGFORD agrees to continue all benefits of whatever nature presently enjoyed by the employees, not covered by terms of this Agreement.

SECTION 8:

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

SECTION 9:

The Chief of Police shall have the right to make assignments within the Department at his discretion.

SECTION 10:

The TOWN shall provide to each present employee and to each new employee when he is hired, a copy of the contract, identification card and a copy of the Rules and Regulations of the Department.

SECTION 11:

For the continued protection of the Town's employees and the citizens of Wallingford, the Town may, upon reasonable suspicion that the employee is under the influence of drugs or alcohol, or has a physical or psychological condition(s) which adversely affects or could adversely affect such employee's job performance, require an employee to submit to a physical and/or psychological and/or substance abuse examination at the Town's expense. For the duration of this contract, weight alone shall not constitute reasonable suspicion to require a physical examination. Such examination shall be conducted by a mutually agreed upon physician, psychologist and/or laboratory for the purpose of determining the fitness of such employee to perform his/her duties in a safe and satisfactory manner. If the parties are unable to agree upon the physician, psychologist or psychiatrist to perform the examination, each party may choose its own and the Town shall pay for the same. The laboratory used for substance testing shall be a State licensed facility.

Any charges resulting solely from an employee's first positive substance abuse test result shall be held in abeyance until successful completion of an in-patient rehabilitation program which the employee elects to attend and enters within 72 hours of the test result. Successful completion of such program will weigh heavily in the employee's favor in any subsequent decisions with respect to disciplinary action.

Absent specific written consent of the employee, the results of such examination shall be available only to the Mayor, the Chief, the Director of Personnel and the employee. If the employee raises any issue in any forum regarding his/her physical or psychological condition, or substance abuse status, or the examination requirement or process itself, the Town may disclose such results to any hearing officer(s).

The provisions of Sections 31-51u, 31-51v, 31-51w and 31-51x of the Connecticut General Statutes, as the same exist upon the date of this agreement, shall apply to the Town and its employees.

Within 24 hours after scheduling such examination, and always before a physical examination, the employee shall be provided with a written statement listing the specific grounds which gave rise for the reasonable suspicion that job performance may be adversely affected.

SECTION 12:

In any case in which an employee is paid for his/her time, as opposed to payment for travel or other expenses, by another source, including but not limited to court pay, administrative hearings, military time, private counsel subpoenas, jury duty, etc., during working hours also paid for by the Town, the employee shall sign and turn over to the Town monies from such other sources.

SECTION 13:

Employees shall not maintain sworn police officer status for any other jurisdiction of any level of government while employed by the Town of Wallingford.

SECTION 14:

Effective within sixty (60) days or as soon as possible after ratification, the Town shall implement a 457 Plan for the benefit of the employees. The Town shall allow employee(s) to direct investments within their individual portfolios through the Nationwide plan or other plans implemented by the Town. Employees who voluntarily choose to exercise such investment options shall be required to sign the Town's Participant Disclosure Statement. The Town shall not make or be liable for any contributions to the plan.

**ARTICLE 16
JOB CLASSIFICATIONS**

The Job Classifications annexed hereto shall be made a part of this Agreement.

**ARTICLE 17
NO STRIKE OR LOCKOUT**

There shall be no strike, slowdown, suspension or stoppage of work by any employee or group of employees. The Union shall not authorize or condone any strike, slowdown, suspension or stoppage of work or any continuation thereof. There shall be no lockout by the Town.

ARTICLE 18
LONGEVITY PAY

SECTION 1:

Each eligible employee shall be entitled to an annual longevity increment as provided below:

- A. In each fiscal year, each employee who has five (5) but less than ten (10) years of full-time classified Town service on July 1 of such fiscal year, shall receive an annual longevity increment of Two Hundred and Fifty (\$250) Dollars.
- B. Each employee who has ten (10) but less than fifteen (15) years of full-time classified Town service on July 1 of such fiscal year, shall receive an annual longevity increment of Three Hundred and Fifty (\$350) Dollars.
- C. Each employee who has fifteen (15) or more years of full-time classified Town service on July 1 of such fiscal year shall receive an annual longevity increment of Seven Hundred and Fifty (\$750) Dollars.

SECTION 2:

Such longevity increment shall be paid on the pay date for the Police Department which next follows December 1 of each fiscal year. Longevity payments shall be made only to employees who are on the payroll on the pay date, provided for in the preceding sentence, on which such longevity payments are payable, except that any employee who is otherwise qualified for such payment and who, prior to such pay date in the fiscal year, is retired or is separated from the Police Department on any authorized leave of absence, shall receive such payment on his last pay date before leaving the Police Department.

SECTION 3:

Employees hired or promoted from outside the bargaining unit into the bargaining unit on or after July 1, 2016 shall be ineligible to receive longevity pay.

ARTICLE 19
TRAINING AND COLLEGE INCENTIVE PROGRAM

SECTION 1:

The Town shall be required to provide an effective and adequate on-the-job training program for members of the bargaining unit. The acquisition and retention of State certification pursuant to C.G.S. 7-294d through 294g and regulations of the Police Officer Standards & Training Council is the responsibility of the individual employee. The Town shall schedule employees for training. Employees who fail to attend training as scheduled or who fail to successfully meet the requirements of a course may be offered the course a second time at the Town's expense. However, those employees who fail to attend training due to illness supported by a physician's certificate shall be offered the course a second time at the Town's expense.

SECTION /a:

The Union shall receive biennially a list of members who have attended training and the name of the school each attended.

SECTION Ib:

Within a reasonable time of the receipt by the Department Training Officer, the Union President shall be given copies of all announcements of police training, classes and seminars conducted in the State of Connecticut.

SECTION 2:

- A. The Town shall pay for necessary books and tuition to a maximum of \$16,000 to bargaining unit employees per fiscal year who are enrolled in a associate's, bachelor's or master's degree program in Criminal Justice and receive a grade of "C" or better in such courses required by the degree program.
- B. This payment shall increase to a maximum of \$17,000 effective July 1, 2009 and to a maximum of \$18,000 effective July 1, 2011. The term Criminal Justice as used above shall only encompass the following undergraduate and graduate degree programs: Law Enforcement, Forensic Science, Police Administration, and Criminology. The degree program must be offered at an accredited college or university.
- C. Employees shall submit a written request for reimbursement to the Police Chief, or his designee, accompanied by bills, receipts and academic records no later than June 7th for expenses incurred during the fiscal year. Reimbursement for qualified expenses shall be made within thirty (30) days of approval.
- D. No monies shall be paid out of this account until after June 7 of each fiscal year. The first round of calculations and payments shall be as follows: the total amount available in such fiscal year shall be divided by the total number of employees who have qualified expenses in such year, and, to the extent that one (1) or more employees can be reimbursed in whole for their expenses out of their per capita share in this first round, that shall be done. The second round of calculations and payments shall be as follows: the remaining balance of the account shall then be divided by the total number of employees who have qualified expenses and were not fully reimbursed in the first round, and, to the extent that one (1) or more employees can be reimbursed in whole out of their per capita share in this second round, that shall be done. The third round of calculations and payments shall be as follows: the remaining balance of the account, if any, shall then be divided by the total number of employees who have qualified expenses and were not fully reimbursed in the prior rounds, and, to the extent that one (1) or more employees can be reimbursed in whole out of their per capita share in this third round, that shall be done. If there is any remaining balance and any unreimbursed qualified expenses, the calculations and payments will continue as set forth above until there is either no remaining fund balance or no unreimbursed qualified expenses.

SECTION 3:

Each employee hired after January 1, 2004, who has earned and received, or who thereafter earns and receives a bachelor's degree in subject matter as defined above shall receive a five hundred dollar (\$500.00) college incentive payment annually for the duration of their employment as a member of this

bargaining unit. Such college incentive payment shall be made on the first pay date in July of each year, and shall be based on the actual possession of a bachelor's degree. Employees hired prior to January 1, 2004, shall continue to receive a bonus payment annually for the duration of their employment as a member of this bargaining unit according to the following schedule: each employee who has satisfactorily completed (grade "C" or better) in courses defined above: thirty (30) semester hours - one hundred dollars (\$100); (60) semester hours - two hundred dollars (\$200); ninety (90) semester hours - three hundred dollars (\$300); one hundred and twenty (120) semester hours - five hundred dollars (\$500).

**ARTICLE 20
NON-DISCRIMINATION**

The TOWN and the UNION agree there shall be no discrimination because of race, creed, color, religion, sex, national origin or sexual preference. All references to gender in this agreement shall be considered to refer to both female and male.

**ARTICLE 21
MANAGEMENT RIGHTS**

The Union recognizes that, subject to the provisions of this Agreement, the Town's rights, powers and authority include, but are not limited to, the right to manage its operations; determine the size of the workforce; hire, promote, transfer, suspend, discharge or lay off employees; the right to make all decisions on matters involving its operations; the right to introduce new and improved methods of operations and facilities; to maintain discipline and efficiency of employees and to determine the type and size of equipment to be used; and any other right granted by charter or statute. Such rights and powers shall not be used to circumvent or supersede this Agreement.

It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employee Relations Act, and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this Agreement.

**ARTICLE 22
DURATION**

SECTION 1:

The effective date of this Agreement shall be July 1, 2018.

SECTION 2:

This agreement shall remain in effect through June 30, 2021, and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon termination date of said Agreement. The parties agree to commence negotiations on a successor agreement to the July 1, 2018 to June 30, 2021 agreement by October 1, 2020.

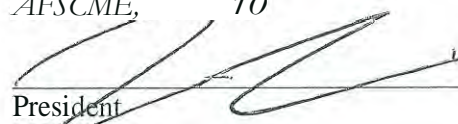
LOCAL 1570 POLICE [2018-2021]

IN TESTIMONY THEREOF, the parties hereunto have executed this AGREEMENT this day and year first written.

FOR:
TOWN OF WALLINGFORD

FOR:
WALLINGFORD POLICE UNION
LOCAL #1570 - COUNCIL #4
AFSCME, 10

By: 10-11
21.42 
Mayor


President

4/2/19
Date


04-1-19
Date

By: 
Humes Resources Director


Council #4 representative

4/
Date

77319- 19
Date

By: 7 L2E-1.4. 
Witness


Witness

4/4/19
Date

(9)
Date

