

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
**THE TOWN OF MANCHESTER**  
AND  
**MANCHESTER POLICE OFFICERS ASSOCIATION**

JULY 1, 2017 - JUNE 30, 2020

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## **PREAMBLE**

This Agreement is entered into by the Town of Manchester, hereinafter referred to as the "Town," and the Manchester Police Officers Association, hereinafter referred to as the "Union," has, as its purpose, the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for in the Municipal Employee Relations Act.

## **ARTICLE 1 – RECOGNITION**

**Section 1.** The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent investigatory and uniformed employees of the Police Department with authority to exercise police powers, up to and including the rank of Lieutenant.

## **ARTICLE 2 - PROBATIONARY PERIOD**

**Section 1.** All new employees shall be subject to a probationary period for one (1) year in addition to time spent attending State-required certification programs and Department field training programs for entry level Police Officers. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. Probationary employees shall be subject to all terms and conditions of this Agreement except that during their probationary status they may be disciplined or discharged without appeal through the grievance procedure and without following the procedures specified in Article XVIII and shall be assigned shifts at the sole discretion of the Chief of Police or his designee. Probationary employees shall be considered as part of any manpower requirements of this Agreement after completion of their Field Training Officer Program.

The employee's performance shall be evaluated periodically during such probationary period and at least ten (10) days prior to the end of the employee's probationary period, the Chief of Police shall submit to the General Manager, or his designated representative, a written performance report recommending permanent status, dismissal or extension of the probationary period for not more than six (6) months, unless further extended by agreement of the parties. The employee shall be notified not less than five (5) days prior to the end of the probationary period of the General Manager's decision subject to any incidents occurring between the date of notification and the end of the probationary period. In any extension of the probationary period, the Chief of Police shall submit to the General Manager, or his designated representative, a written performance report recommending permanent status or dismissal at least ten (10) days prior to the end of said extension.

**Section 2.** All promoted employees shall be subject to a probationary period of one (1) year from their date of promotion. During this probationary period, such employees shall be subject to all terms and conditions of this Agreement except that during their probationary status they may be assigned to various shifts at the sole discretion of the Chief of Police, or his designee, for the purposes of supervised training. Employees shall have the option during this probationary period of voluntarily returning to their former position in the Department without loss of seniority or accruals. This probationary period shall not apply to employees who are promoted from eligibility lists active before July 1, 1999, for the duration of those lists, including any extensions.

The performance of promoted employees shall be evaluated periodically during their probationary period utilizing trained departmental evaluators, as designated by the Chief of Police, and the evaluation process currently in place and as referenced in Chapter 35, Section 1 of the Manchester Police Department General Orders.

At least ten (10) days prior to the end of the employee's probationary period, the Chief of Police shall submit a written report to the employee recommending permanent status or specifying cause for removal from the promoted position. The employee who is recommended for removal from his/her promoted position shall be eligible to appeal the decision through the Grievance Procedure specified in Article 17 of this Agreement through Step Two. An employee who has been removed from a promoted position due to failure to successfully complete his/her probationary period shall be restored to his/her former position in the Department without loss of seniority or accruals.

### **ARTICLE 3 - UNION SECURITY**

**Section 1.** All present employees within the bargaining unit who are members of the Union on January 1, 1987 shall, as a condition of employment, remain and/or become members of the Union and all employees covered herein, who are hired after the date of January 1, 1987 who do not voluntarily join the Union, shall, as a condition of employment, pay to the Union each month during the life of this Agreement, or any extension hereof, a service charge for collective bargaining, grievance processing, and in all respects, the administration of this Agreement, in an amount which does not exceed the regular monthly Union dues and/or other applicable fees, as provided in this Article.

**Section 2.** The Town agrees to deduct Union membership initiation fees, assessments, and in the first two (2) pay periods of each month dues from the pay of bargaining unit employees. 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 transferred to the Union electronically. A report listing the names of the employees for whom deductions were taken and the amounts shall be sent to the Treasurer of the Union after such deductions are made. The obligation of the Town for funds - actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of such deductions unless a claim for error is

made in writing to the Director of Finance within sixty (60) days after the date of such deduction.

**Section 3.** In the event an employee receives no pay on the payday on which Union dues are deducted, no deductions shall be made for that pay period.

**Section 4.** When an employee's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he is not paid, and such employee returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his dues.

**Section 5. Union Indemnification** - The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee only such amount.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1.** The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number of types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Department.

- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its employees. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board of Directors, the General Manager and the Chief of Police by virtue of Statutory and Charter provisions. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in the Agreement.

## **ARTICLE 5 - NONDISCRIMINATION**

**Section 1.** Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, gender identity, genetic information, veteran status, handicap, religious belief, political affiliation or sexual orientation.

**Section 2.** Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

## **ARTICLE 6 - NO STRIKE-NO LOCKOUT**

**Section 1. No Strike** - During the life of this Agreement, neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slowdown, concerted stoppage of work or any other intentional disruption of the operations of the Town, regardless of the reason for so doing.

**Section 2. No Lockout** - During the term of this Agreement, the Town will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1 of this Article.

## **ARTICLE 7 - SENIORITY**

**Section 1.** The seniority rights of all employees of the Department shall be based upon length of service in rank in the Manchester Police Department and shall be determined from the day such employee or employees were officially appointed as a regular employee of a given rank.

**Section 2.** When a layoff is necessary within a particular rank, the employee with the least seniority in the given rank shall be the first laid off. Such employee may exercise his seniority in the next lower rank, provided that the employee has served in said rank until the rank of Police Officer is reached. Thereafter, the first person laid off shall be the individual with the least department-wide seniority.

**Section 3.** An employee laid off from a particular classification shall have the right to recall within that classification by seniority for one (1) year following layoff provided the employee is able to perform the duties of the job. Employees on the recall list shall have precedence over other employees or applicants on promotional lists or open competitive lists. The Police Chief or his designee shall give two (2) weeks' notice to the employee at his last known address regarding the vacancy in the classification by certified mail, return receipt requested. The employee so notified must inform the Police Chief's office of his/her desire to return to that classification within one (1) week of his receipt of notification.

**Section 4.** An employee being recalled will take a physical examination at Town expense to ensure the employee is physically capable of performing the job-related functions of the position he/she is being recalled to fill.

**Section 5.** The Town may conduct a background investigation on any employee being recalled.

**Section 6.** Seniority shall not be broken by vacations, sick time, suspensions or any approved leave of absence or any call to military service for the duration.

**Section 7.** Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

**Section 8.** Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

**Section 9.** Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by their relative positions on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

**Section 10.** The following constitutes the rank of this Article; Patrolman, Detective, Sergeant and Lieutenant.

## **ARTICLE 8 - HOURS OF WORK**

**Section 1.** The regular workweek shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off at the end of each such forty (40) hour workweek.

**Section 2.** A work period shall consist of four (4) consecutive workweeks. A shift year shall consist of thirteen (13) consecutive work periods (52 weeks).

For the Patrol Division, the Department shall maintain six (6) such working periods, viz. Mid-nights: 11:00 P.M. - 7:00 A.M.; 12:00 Midnight - 8:00 A.M.; Days: 7:00 A.M. - 3:00 P.M., 8:00 A.M. - 4:00 P.M.; and Evenings: 3:00 P.M. - 11:00 P.M., 4:00 P.M. - 12:00 Midnight.

The PAR Officer(s) shall work three work periods: 8:00 A.M. - 4:00 P.M.; 3:00 P.M. - 11:00 P.M., or 6:00 P.M. - 4:00 A.M. Such work periods shall be scheduled at least ten (10) days in advance, with special assignments scheduled as soon as possible.

The School Resource Officer(s) and full-time Officer(s) assigned to the Cops and Kids or comparable program shall work two (2) work periods: 7:00 A.M. - 3:00 P.M.; or 8:00 A.M. - 4:00 P.M. during the school year. Such work periods shall be scheduled at least thirty (30) days in advance, with special assignments scheduled as soon as possible. During summer non-school portion of the year, these Officer(s) may be assigned to work on shifts as deemed appropriate by the Chief of Police, or his designee, with such work periods scheduled at least thirty (30) days in advance, with special assignments scheduled as soon as possible. Such shift assignments shall be made based on a seniority pick among these Officers, and shall not affect any previously scheduled vacations by regular shift Officers.

The Community Resource Officer(s) shall work two (2) work periods: 8:00 A.M. - 4:00 P.M. or 12:00 P.M. to 8:00 P.M. Such work periods shall be scheduled at least ten (10) days in advance, with special assignments scheduled as soon as possible.

**Section 3.** Employees' two (2) consecutive days off shall advance one (1) calendar day per work period. Consecutive days off for PAR Officers shall advance each work period as follows: Sunday/Monday - Sunday/Monday - Saturday/Sunday. The consecutive days off for School Resource Officer(s) and full-time Officer(s) assigned to the Cops and Kids or comparable program shall be Sunday/ Saturday during the school year. During the summer non-school portion of the year, these Officer(s) consecutive days off may be changed, depending upon assigned shift.

**Section 4.** All twenty-eight (28) day working day periods shall commence on Sunday at 12:01 A.M. and conclude four (4) calendar weeks later at 12:00 midnight on Saturday.

**Section 5.** An employee shall work the hours of the work period to which he is assigned for a bid period subject to the provisions of Section 6 of this Article. Personnel who may be transferred to another division, or promoted, or attending training schools, shall be an exception to this Section.

**Section 6.** Once designated and in the manner provided for in Section 3 of this Article, an employee's regular days shall not be changed during the work period without the express approval of the employee except under the following conditions:

- (a) Should the Chief of Police or his designee determine that a Patrol shift is inadequately staffed and creating operational difficulties due to the termination, resignation, retirement, long-term illness or injury of Police Officer(s) on a particular Patrol shift, the Chief of Police or his designee shall meet with the Union to discuss the problem and plans to remedy the shortage prior to taking any action.
- (b) If the Chief of Police or his designee determine that it is necessary to have Patrol Officers change shifts in order to correct the problem, the following method shall be utilized:
  - (1) The Chief of Police or his designee shall request volunteers to change shifts from those Patrol shifts which the Department determines are not experiencing a shortage of manpower. Volunteers shall be assigned based upon length of seniority with the Department.
  - (2) Should an insufficient number of Police Officers volunteer to temporarily change shifts, then the Chief of Police or his designee may order Police Officers to change shifts, based on inverse seniority, from shifts which the Department determines are not experiencing a shortage of manpower, provided that the first shift change in each work period which the Department would otherwise make by the issuance of an order, will instead be accomplished by paying overtime to available Patrol Officers.
- (c) Any changes in a shift implemented pursuant to this Section shall remain in effect until the next scheduled shift change, at which time manpower requirements will be reevaluated. Nothing stated herein shall require the Chief of Police or his designee to make such shift changes.
- (d) No non-probationary Police Officer will be forced to change shifts more than twice (2) a year.

- (e) For the purposes of this Section only, an Officer scheduled on a shift at the commencement of a work period with less than fifteen (15) Police Officers available for duty, shall not be subject to the provisions contained herein.

#### **Section 7.**

- (a) The Town agrees to continue to have no less than six (6) patrol cruisers, not counting the supervisor(s), at the level of Sergeant or above, and Traffic Unit Officers, on duty for all shifts, except between the hours of 4:00 P.M. and 4:00 A.M. when seven (7) cruisers, not counting the supervisor(s), at the level of Sergeant or above, and Traffic Unit Officers, shall be on duty. Police Area Representative Officers, School Resource Officers, Officers assigned to the Cops and Kids or comparable program, Community Resource Officers, and Traffic Unit Officers shall only be counted as manpower when relieved of their special assignment by their respective supervisors and placed under the control of the shift supervisor of the affected shift. This provision does not allow for the scheduled hours of such Officers to be changed.
- (b) Any event that lasts more than one (1) day which is planned and which requires coverage for eight (8) or more hours, which will bring the manpower below six (6) cruisers, will be staffed by overtime personnel. Minimum manpower shall be six (6) cruisers, not counting the Supervisor and Traffic Units.

#### **Section 8.**

- (a) Subject to the approval of the Chief of Police, or his designee, planned absences for Patrol Officers shall be authorized when shifts have available to work one (1) position more than eight (8) persons per shift, except that planned absences may be authorized when shifts have available eight (8) persons to work not less than thirty (30) minutes before the start of any shift. In addition, paid days for PAR Officers will be on demand.
- (b) If at any time the Department authorizes overtime to increase the number of Officers assigned to work on a certain shift, then said number of Officers assigned, including the Officers on overtime, shall be considered the limit for that shift to which planned absences can be authorized, rather than the limit stated in Section 8(a) above.
- (c) Planned absences for Sergeants shall be granted down to one (1) position per shift.

**Section 9.** At the discretion of the Chief of Police, or his designee, an eight (8) hour shift between the hours of 6:00 P.M. and 4:00 A.M. may be assigned on a monthly basis with the shift complement not exceeding eight (8) officers during the term of this Agreement.

Officers working this shift shall be counted as part of minimum manpower for the hours of the Evening Shift or the Midnight Shift that they actually are working.

Officer assignments for this shift shall initially be through the use of volunteers, with selection of volunteers alternating between the most senior volunteer and selection by the Police Chief or his designee in the following manner:

- 1) First selection by seniority
- 2) Any remaining selections shall be made on a one to one alternating basis between seniority and the Chief's selection.

In the event that there are insufficient volunteers assignments may be made by inverse seniority excluding probationary employees. An employee shall not be assigned by the Department (non voluntary) to this shift for more than one (1) consecutive bid period. All other assignments shall be on a month-to-month basis.

**Section 10. Patrol Shift Bidding.**

- (a) Patrol Officers assigned to the Patrol Division shall bid for shifts and beats in order of their seniority within the rank of Patrol Officer. There shall be a minimum of eight (8) bid slots for Patrol Officers on each of the three shifts (day shift, evening shift and midnight shift). Bidding shall be conducted in November for the following shift year which shall consist of four bid periods. The shift slots shall be picked prior to any swaps being granted. All Patrol Officers not assigned through the bidding process shall work rotating shifts, with rotation every three (3) months during the shift year.
- (b) Newly appointed Patrol Officers shall be required to work each of the shifts on a rotation schedule during the probationary period. Rotation shall be every three (3) months during the shift year. Thereafter, they will be assigned to a vacant position on a squad, as determined by the Chief, or his designee, for the remainder of the bid period. They shall be eligible for shift bid during the following bid period.
- (c) Patrol Sergeants assigned to the Patrol Division shall bid for shifts in the order of their seniority within the rank of Patrol Sergeant. Two of the available slots for each shift shall be open for bidding. Bidding shall be conducted in November for the following shift year which shall consist of four bid periods. The shift slots shall be picked prior to any swaps being granted. All Patrol Sergeants not assigned through the bidding process shall work rotating shifts, with rotation every three (3) months during the shift year.
- (d) Patrol Lieutenants assigned to the Patrol Division shall bid for shifts in the order of their seniority within the rank of Patrol Lieutenant. Bidding shall

be conducted in November for the following shift year, which shall consist of four bid periods.

- (e) After bidding has been completed, the Chief of Police, or his designee, will have the latitude to adjust initial days off in order to balance daily staffing levels on each shift.
- (f) Once the bidding process and any adjustments have been completed, an employee's shift shall be considered permanent for the bid period, except that swaps may be allowed as follows:
  - (1) Swaps for a duration of seven (7) consecutive days for vacation requests shall be allowed within the same rank with the approval of the Shift Commanders or designees and must conform to Article 12.
  - (2) Swaps within the same rank shall be allowed for shorter periods of time with the approval of the Shift Commanders or their designee.
  - (3) Nothing herein shall prevent the Chief of Police, or his designee, from approving swaps for special circumstances.

**Section 11.** Whenever more than three (3) school posts, per day, are staffed by on-duty personnel, employees, if available, shall be called in to staff any additional school posts. Employees shall be paid time and one-half (1½) for actual time on duty.

**Section 12.** Effective August 9, 2000, the hours of work for new employees attending the Police Officers Standard Training Academy shall coincide with the hours in which mandated, formal training takes place within said Academy. While in attendance at said Academy, employees shall be paid on a salary basis and shall not be eligible for any payments specified in Article 9 of this Agreement.

**Section 13.** Any other provision of this Agreement notwithstanding, an employee may work a maximum of twenty (20) contiguous hours and must have a minimum of four (4) hours off duty prior to returning to work. "Work" includes all hours for which an employee is paid by the Town, is paid for extra duty, or is eligible to receive compensatory time. An exception to this provision may be authorized by the Chief or his/her designee.

Each officer is responsible to ensure that he does not accept an overtime or private duty assignment which, when combined with his regularly scheduled hours, conflicts with the twenty-hour maximum work rule.

## **ARTICLE 9 – OVERTIME**

**Section 1.** Compensation for all overtime duty, except as provided for below, shall be paid at the rate of time and one-half (1½) for all hours worked or any portion thereof in excess

of eight (8) hours per day or forty (40) hours per week when such time is authorized to be worked by the supervisor. For the purposes of this section, "hours worked" shall not include sick time and shall not include full shifts (eight hours) of compensatory time. Compensatory time off at the rate of time and one-half (1½) may be granted by the Department in lieu of paid overtime with the approval of the Chief or his designee. The substitution of compensatory time for paid overtime must be requested and approved in writing prior to the work being performed. Employees will make good faith efforts to request to use compensatory time within a reasonable period after earning such time, and such request for leave shall not be unreasonably denied, taking into consideration the staffing and operational concerns of the Department.

Maximum allowable accrual of compensatory time granted in lieu of overtime or for other purposes shall be not more than one hundred twenty-five (125) hours.

At the sole discretion of the Town, compensatory time accumulated by an employee in excess of twenty-four (24) hours as of the 31st of May of each year may be paid at the employee's then current rate of pay during the first pay period in June.

**Section 2.** Employees required to work on their regular day(s) off, whether for a full eight (8) hours or less, shall be paid not less than one (1) full day's pay at the rate of time and one half (1½). On Thanksgiving Day, the minimum callback pay is four (4) hours at time and one-half (1½). Exception to this Section, that when an employee on his regular day off is called back to duty to search for a lost person or when a large amount of the employees of the Department are called to duty in an emergency and the duration of the call-out is less than four (4) hours, that employee shall be paid four (4) hours pay at time and one-half (1½), if over four (4) hours, actual time on duty at time and one-half (1½).

The provisions of this Section shall prevail for any overtime performed during the following off-duty time periods:

- (a) 11:00 P.M. - 7:00 A.M.  
12:00 Midnight - 8:00 A.M. shift  
From 7:00 A.M. - 11:00 P.M. or  
from 8:00 A.M. - 12:00 Midnight on the day preceding  
the regular day off.
- (b) 3:00 P.M. - 11:00 P.M.  
4:00 P.M. - 12:00 Midnight shift  
From 11:00 P.M. - 3:00 P.M. or  
from 12:00 Midnight - 4:00 P.M. of the first working  
day following the two regular days off.
- (c) 7:00 A.M. - 3:00 P.M.  
8:00 A.M. - 4:00 P.M. shift  
From 3:00 P.M. - 11:00 P.M. or

from 4:00 P.M. - 12:00 Midnight on the day preceding the first regular day off, or from 11:00 P.M. - 7:00 A.M. or 12:00 Midnight - 8:00 A.M. on the first working day following the regular day off.

**Section 3.**

- A. When an employee is required to return to duty to perform overtime duties on a regular working day, he shall be paid not less than three (3) hours at time and one-half (1½).
- B. If a large amount of the employees of the Department are called to duty to search for a lost person or in case of an emergency, an employee called back shall be paid overtime in accordance with Section 1 of this Article only for the actual number of hours he has worked.
- C. Employees who at the request of the Chief of Police, or his designee, voluntarily return to work during off hours to attend Department-sponsored meetings, shall be reimbursed a minimum of three (3) hours at the applicable overtime rate or, if the meeting exceeds three (3) hours, for a minimum of four (4) hours at the applicable rate.

**Section 4.** Except as otherwise provided herein, the Town will continue to make reasonable efforts to make overtime opportunities available on a non-preferential basis to employees qualified to perform the work within the Division of the Police Department requiring the work, taking into consideration the diverse nature of assignments within the various Divisions of the Department and the need at times to have continuity in assignments for the purpose of properly completing investigations or other Police activities or in specialty assignments.

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

**Section 5.** Patrol Officer shift overtime to meet minimum manpower requirements will be offered first (1st) to Patrol Officers on the affected shift, on their regular scheduled day off, by seniority; second (2nd) to Patrol Officers on other patrol shifts, on their regular schedule day off, by seniority; and third (3rd) to all other Patrol Officers (regardless of assignment) by seniority.

**Section 6.** The term "Patrol Supervisor" shall include both Sergeants and Lieutenants. Patrol Supervisor overtime shall be offered in the following order:

- a. If a Patrol Lieutenant position must be filled, the overtime shall be offered first to Patrol Lieutenants on the affected shift, on their regularly scheduled day off, in order of seniority; second to Patrol Lieutenants on other shifts, on their regularly scheduled day off, in order of seniority; third to all available Lieutenants, by seniority. If no Patrol Lieutenant accepts the overtime, it shall be offered to Patrol Sergeants, in the order indicated below.
- b. If a Patrol Sergeant must be filled, the overtime shall be offered first to Patrol Sergeants on the affected shift, on their regularly scheduled day off, in order of seniority; second to Patrol Sergeants on other shifts, on their regularly scheduled day off, in order of seniority; third to all available Sergeants, by seniority.

If coverage concerns have not been met, a Patrol Supervisor may be ordered in by inverse seniority in the rank of the position to be filled.

**Section 7.** The Town shall maintain an accounting of all overtime hours worked per month, which shall be made available to Manchester Police Union's authorized representatives.

**Section 8.** In an emergency the Chief of Police may call to work or hold over any employee known to be available. An employee receiving a call to report to work for overtime under any emergency shall report to work unless sick or injured.

## **ARTICLE 10 - WORK ASSIGNMENTS - EXTRA WORK**

**Section 1.** The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article, shall mean police duty for which the Police Department is reimbursed by another Town Department, the Manchester Board of Education or a private party, such as a private contractor or utility, even if said private party is doing the work under contract with the Town of Manchester.

### **Section 2.**

- A. All extra duty assignments shall be made by the Chief of Police or his agent.
- B. In the event that an officer is bypassed for an extra duty assignment in error, that officer will be offered the next assignment for which he or she is available. This procedure shall be in lieu of access to the grievance and arbitration procedure. There shall be no monetary compensation by the Town for such error. The Union retains the right to grieve and arbitrate any claim that an officer has been bypassed for overtime intentionally or based on favoritism.

- C. An officer will be paid four (4) hours at time and one-half (1½) the top step Police Officer's rate of pay if he or she has accepted the extra duty assignment and the job is cancelled with less than twelve (12) hours' notice to the officer.
- D. An officer who accepts a job that is offered with less than twelve (12) hours' notice shall receive a minimum of eight (8) hours of extra duty pay.
- E. An officer may not receive compensation under both C and D above.

**Section 3.** Extra police work assignments shall be allocated by means of a card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his desire for such work. As assignments become available, they shall be offered on a rotation basis. The cards of employees accepting assignments and the cards of employees who reject such assignments without a reasonable excuse shall be placed in the rear of the file. New employees to the Department who indicate their desire for such work shall have their cards placed at the rear of the file.

**Section 4.** Subject to the exceptions contained in the succeeding sections of this Article 10, for all extra duty:

- a. The hourly "extra duty rate" shall be time and one-half (1 ½) the top step Police Officer's hourly rate of pay.
- b. Police Officers shall be paid for a minimum six (6) hours for each extra duty assignment. For assignments which exceed six (6) hours, Police Officers shall be paid the extra duty rate for actual time worked in excess of six (6) hours.
- c. The Senior Supervisory Officer working on extra duty in a supervisory capacity shall receive a rate of one hundred twenty-five percent (125%) of the extra duty rate for a minimum of six (6) hours for each assignment and for actual time worked in excess of six (6) hours.

**Section 5.** Whenever an employee works more than eight (8) hours in any one (1) day for the same party, such hours that exceed eight (8) shall be paid at the rate of time and one half (1½) for actual time worked.

**Section 6.** When the work assignment is related to construction work, any hours worked on a Saturday shall be at the rate of time and one-half (1½) the extra duty rate set forth in Section 4 above, and for any hours worked on Sunday and all holidays shall be at double (2) the extra duty rate set forth in Section 4 above. .

**Section 7.** For the purposes of this Section, any portions of an hour's work shall be rounded off to the nearest quarter (1/4) hour.

**Section 8.** Extra duty jobs involving retail facilities and operations, and related traffic control or other private duty extra work performed for the private sector, and not identified or defined elsewhere in the contract, that occurs on Thanksgiving day, the day after Thanksgiving known as “Black Friday,” and Christmas shall be paid in accordance with the “Holiday/Sunday” extra duty rate defined as double (2x) the extra duty rate rather than time and one half as set forth in Section 4 above.

**Section 9.** The Officers of the Manchester Police Department, in support of community efforts to promote civic enjoyment and pride, shall set a minimum extra duty time of 4 hours for events supporting civic engagements through cultural, sporting and charitable activities not otherwise assigned on duty. Events include, but are not limited to, block parties, road races, art shows, farmers markets, services and events related to houses of worship, events and gatherings organized by the Town or Board of Education intended to promote a sense of community engagement and/or charity. This activity is wholly separate from road jobs covered elsewhere in the contract. *This definition does not include the Thanksgiving road race, the Memorial Day parade, or the Fourth of July event conducted annually at Manchester Community College.*

## **ARTICLE 11 – HOLIDAYS**

**Section 1.** The following are recognized holidays for the purposes of this Article:

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

Holiday time may be taken at any time within the calendar year with the approval of the Department, provided that should an employee leave the Town for any reason, the employee shall be required to reimburse the Town for any holiday time taken in advance of the actual date of the holiday.

Each employee shall have a bank of holidays. Annually, each employee’s bank of holiday time shall be credited with six (6) holidays (48 hours) on January 1 and seven (7) holidays (56 hours) on July 1.

Patrol Officers, Patrol Sergeants and Uniformed Services Lieutenants shall work on a holiday if such holiday is a regularly scheduled work day or if ordered to work on the holiday.

For five (5) holidays per calendar year, to be determined annually by the Chief and the Union, all other employees shall be off duty unless ordered to work by the Chief or his designee and:

- (a) if the holiday is his/her regular day off, the employee shall not be required to use holiday time on that day;
- (b) if the holiday falls on a day when the employee normally works, the employee will be paid for the day and it shall be charged to his/her bank of holiday time.

Employees who work overtime on Thanksgiving Day for the Road Race and not part of their regular shift shall receive no compensatory time off or holiday premium pay for those hours worked, but shall receive overtime pay.

An employee who is required to work on a holiday shall be compensated as follows:

- ☐ Effective January 1, 2015, for work on New Year's Day, Independence Day, and Christmas, the employee shall receive eight (8) hours of holiday time credited to his/her bank of holidays in addition to the holiday time credited to the bank of holidays above. For any other holiday, the employee will be paid at the rate of time and one-half for work on the holiday.
- ☐ Effective and retroactive to the 2014 Christmas holiday (12/25/14), When an employee works overtime as defined in Article 9, Section 1, on a holiday, rather than time that is part of his or her regular work schedule, the employee shall be paid both the contractual overtime rate of time and one-half for work on the holiday and an additional half-time premium for the hours that are not part of his or her regular work scheduled.

**Section 2.** No employee shall be permitted to carry forward to a subsequent calendar year a backlog of unused holidays in excess of thirteen (13) holidays or one hundred and four (104) hours of holiday time and by July 1, no employee may have more than thirteen (13) holidays or one hundred and four (104) hours accrued.

During January through June of each year, the Town, at its discretion, may pay for holiday time carried forward at the employee's current rate of pay.

The above provisions notwithstanding, the Town shall pay down all holiday time (formerly holiday compensatory time) in employee banks to fifty-six (56) hours effective December 31, 2014 and at the rate of pay in effect on December 31, 2014. Payment shall be made as soon as possible following signing of this Agreement and in no event later than the first payday which is at least ten (10) days following the signing.

Upon retirement or termination from employment, employees shall not be reimbursed for any accumulated holiday time in excess of two (2) days.

**Section 3.** In the event of an employee's death, his spouse or minor children, or his estate in the event that there are no surviving spouse or children, shall be entitled to full pay for any unused and earned holidays. Payment for any holidays which the employee has taken in advance will be deducted from the final earnings paid the employee.

## **ARTICLE 12 – VACATIONS**

**Section 1.** Each employee who has completed one (1) year of service, but less than five (5) years of service, shall be entitled to a vacation of ten (10) working days annually.

**Section 2.** If an employee chooses to take a vacation prior to completing one (1) year's employment, he may take one (1) vacation day for each month of service, except that he shall not be entitled to any vacation for the first sixty (60) calendar days of service. Any vacation time taken prior to completion of one (1) year will be deducted from the amount of time an employee is entitled to take at the completion of one (1) years' service.

**Section 3.** Each employee who has completed five (5) years of service shall be entitled to a vacation of fifteen (15) working days annually.

**Section 4.** Each employee with over five (5) years of service shall receive one (1) additional vacation day for each two (2) years of service until his twenty-fifth (25th) year of service is reached, at which time he shall be entitled to twenty-five (25) working days annually.

**Section 5.** Employees may take their vacation leave, in accordance with schedules established by the department head, starting January 1, and shall be completed by December 31. The department head may, however, limit the number of employees on vacation at any time because of the operating requirements of the Department and may further provide that no employee may take more than two (2) consecutive vacation weeks, ten (10) working days, during the months of July, August and December. In unusual circumstances, upon written request to the Chief of Police, submitted in a reasonable length of time prior to said request, an employee may be granted four (4) weeks' vacation, twenty (20) consecutive working days, at any time of the year. All vacations start on Sunday and end on Saturday. Employees with four (4) weeks earned vacation time may take any number of those days of the fourth week, one (1) day at a time, provided they are submitted to the Chief of Police in a reasonable amount of time and in writing and are approved by the Chief of Police.

**Section 6.** Vacation selection forms shall be distributed to the employees by January 5. All vacation selection forms shall be completed and returned to the proper department official not later than April 15 and any employee failing to return the form by April 15 will forfeit vacation choice by seniority for that year. The Department shall compile the choices of the employees and post a copy of the vacation schedule showing the employees' names and the vacation periods allotted not later than May 15.

**Section 7.** Departmental seniority shall prevail in the selection of vacation periods. Competitive bidding shall, however, be on a shift basis with the employees of a given shift being awarded their vacation preferences on the basis of the relative departmental seniority of the employees in the shift. Two (2) Police Officers on each shift will be allowed vacation at the same time. A third Officer will be allowed vacation with the approval of the Chief of Police.

**Section 8. Lieutenants and Sergeants Vacation Selection.** One (1) Lieutenant or Sergeant on each shift will be allowed vacation at one time. Lieutenants shall select ahead of Sergeants and the employees of both ranks shall be governed in their selections by rank seniority.

**Section 9.** In the event that any employee terminates his service with the Department, having given a minimum of four (4) weeks' notice, or dies, and he is entitled to vacation leave at the time of such termination or death, he or his dependent survivors, shall receive one (1) day's pay for each day of such vacation leave.

**Section 10.** No vacation leave shall be accumulated by employees who are absent from duty on special leave of absence.

**Section 11.** Employees may accumulate unused vacation to a maximum of one (1) year earned vacation time plus ten (10) days.

### **ARTICLE 13 - SICK LEAVE**

**Section 1.** Accumulated sick leave is a benefit to the employee. The Town provides no long-term disability insurance for its employees. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to ensure against future need. A permanent employee shall be entitled to sick leave with pay of one and one-quarter (1¼) days for each full month of employment, with no limit to the amount of unused sick leave that can be accumulated. The Director of Finance shall notify in writing the amount of accumulated sick leave due an employee at the beginning of the calendar year.

**Section 2.** The Department shall be notified by the employee whenever he is unable to attend his duties because of illness not later than two (2) hours prior to the scheduled workday.

**Section 3.**

- A. An officer who is on authorized leave due to injuries or other disability sustained in the performance of his/her work shall, if eligible for Workers' Compensation payments, receive the difference between his/her regular weekly pay and the allowance for Workers' Compensation. The Town's liability for supplemental

Workers' Compensation payments pursuant to this Section shall cease at the end of eighteen (18) months or at the time the employee's treating physician determines that maximum medical improvement has been achieved, whichever comes first. At the conclusion of eighteen (18) months, the Town, at its expense, may request that the employee be evaluated by a physician to address the issue of the likelihood that the employee will be able to return to full duty within a reasonable time, not to exceed an additional six (6) months. Should the Town's physician and the treating physician differ as to this issue, then a third physician, agreed to by the Town and treating physician, shall evaluate the employee and his/her opinion shall be conclusive as to the issue of the likelihood that the employee will be able to return to full duty. In addition, the supplemental Workers' Compensation payment shall cease if the employee resigns, retires or is terminated. Any accruals for any type of leave shall cease at the time the supplemental payments end. Functional capacity exams may be used by the Town to address the question of maximum medical improvement or likelihood of return to full duty, as provided for herein, or where an Officer has an orthopedic or muscle-related injury and requests accommodation under the American with Disabilities Act.

- B. Employees, while out of work due to a job-related injury, shall be required to report to work for training sessions as scheduled by the Department, provided they are not prohibited from attending such sessions for medical reasons.

**Section 4.** The General Manager, in his sole discretion, may grant additional, consecutive sick leave with pay in exceptional cases. Requests for such additional sick leave shall be submitted in Writing to the Chief of Police or his designee, who shall transmit the request with a written recommendation to the General Manager. Additional sick leave with pay, if granted by the Town, shall be deducted from future accumulated sick leave at the rate of eight (8) days per year. Said deduction shall begin after the employee has earned seven (7) days of sick time per year and this method of reimbursement shall continue until the deficit is exhausted.

Employees who have been granted additional sick time prior to the signing of the Contract, shall have the option of paying back the time owed in one payment out of their unused, accumulated sick time or may pay back the time according to the system described above. Affected employees shall notify the Town in writing of the method they prefer to pay back the time within thirty (30) days after the Contract is signed. Employees granted days off under this Section who have not reimbursed the Town for said days, shall have the outstanding balance deducted from any future requests for additional sick leave or from any payout of vacation and/or sick leave due at the time of resignation or retirement.

**Section 5.** If an employee uses up all of his regular sick leave and his additional sick leave, he may apply for a special leave of absence without pay.

## **Section 6. Payments on Retirement.**

### **A. Employees Hired Prior to July 1, 2005.**

Upon retirement, as defined by the Town of Manchester's Supplemental Pension Plan, an employee with at least twenty-five (25) years of service with the Manchester Police Department, and/or who is age fifty (50) or above, may either receive payment for any of his unused, accumulated sick leave up to ninety (90) days on the basis of an average of his last three (3) years of base salary, or exchange compensation for which they are otherwise eligible in increments of forty-five (45) days for an additional one percent (1%) added to his normal retirement benefit, as specified within the Supplemental Pension Ordinance, not to exceed two percent (2%). The additional percentage purchased shall not count toward eligibility for any benefit and shall only be for benefit-accrual purposes. Employees retiring with less than twenty-five (25) years of service with the Manchester Police Department, or on a disability pension, or less than age fifty (50) may only receive payment for any of his unused, accumulated sick leave up to ninety (90) days on the basis of an average of his last three (3) years of base salary.

Employees, who subsequently resign their employment with the Town, shall not be eligible for payout of unused, accumulated sick time if they have less than ten (10) years of service with the Town. Employees who resign with more than ten (10) years of service shall be eligible to receive, on the basis of an average of their base pay for the last three (3) years, compensation for any of their unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the department head. In the event of an employee's death, his spouse and minor children, or his estate in the event that there are no surviving spouse or minor children, shall receive compensation for any of the employee's unused, accumulated sick leave. There shall be no payout for unused, accumulated sick leave for any employee who is discharged.

The Town may make payments due for sick leave under this Article in three installments – one at the time of retirement, and the next two in the month of July in the two fiscal years after retirement.

### **B. Employees Hired On or After July 1, 2005.**

Upon retirement, as defined by the Town of Manchester's Supplemental Pension Plan, an employee with at least twenty-five (25) years of service with the Manchester Police Department, and/or who is age fifty (50) or above, shall receive payment for fifty percent (50%) of his unused, accumulated sick leave up to forty-five (45) days on the basis of an average of his last three (3) years of base salary.

Employees, who subsequently resign their employment with the Town, shall not be eligible for payout of unused, accumulated sick time if they have less than ten (10) years of service with the town. Employees who resign with more than ten (10)

years of service shall be eligible to receive, on the basis of an average of their base pay for the last three (3) years, compensation for fifty percent (50%) of their unused, accumulated sick leave up to twenty-two and one-half (22.5) days, provided the employee has given a two (2) week written notice to the department head. In the event of an employee's death, his spouse and minor children, or his estate in the event that there are no surviving spouse or minor children, shall receive compensation for fifty percent (50%) of the employee's unused, accumulated sick leave. There shall be no payout for unused, accumulated sick leave for any employee who is discharged.

The Town may make payments due for sick leave under this Article in three installments – one at the time of retirement, and the next two in the month of July in the two fiscal years after retirement.

**Section 7.** When an employee is on sick leave and a holiday falls during such sick leave, the holiday shall not be charged against the sick leave allowance. Instead, the employee shall be charged with the holiday.

**Section 8.** Employees who are expectant mothers shall report to the Chief of Police as soon as there is medical verification that there is any limitation on the employee's ability to perform her duties. The personal physician of the expectant mother shall determine if the employee has any physical limitations as a result of the pregnancy and this information shall be forwarded to the Chief of Police. Thereafter, the Town's medical advisor shall remain in close contact with the employee's physician to determine if additional physical limitations have been brought about by the pregnancy. A functional review of the employee's work assignments shall be made by the Chief of Police to determine the appropriateness of the Officer to continue in her present assignment. The date for leaving work shall be determined by the Chief of Police after his review and after consultation with the employee, unless the employee's physician has determined that for medical reasons the employee must leave work on a date earlier than that set by the Chief of Police. The Chief of Police shall make a reasonable effort to transfer a pregnant employee to a suitable temporary position within the Police Department. The Chief of Police shall have sole discretion to determine if such assignment is available. Should an employee desire to leave work earlier than the date determined by the Chief of Police for other than medical reasons, then the individual shall be required to request vacation leave or leave without pay. Employees who take vacation leave or leave without pay shall have their sick leave commence from the date the employee's physician determines that the employee, for medical reasons, should have stopped work.

An employee who wishes to return to her same position must so notify the Chief of Police, in writing, prior to the last scheduled workday. An employee on maternity leave of absence is eligible to use paid sick leave in accordance with the sick leave provisions of this Agreement for that period of time that the individual's doctor certifies that the employee is medically incapable of performing the duties of the position. When any unused, accumulated sick leave is exhausted and the employee is still medically unable to return to work, the employee will be carried on leave of absence without pay for the

balance of the maternity leave period. Such employee shall have up to ninety (90) days from the birth of the child to return to work. Before the expiration of the leave, application may be made to the General Manager of the Town for extension of said leave. Extension shall be granted only as a result of medical complications of the birth as determined by the employee's and the Town's physician. For any other reason(s), it shall only be granted at the sole discretion of the General Manager. If the application for extension is denied, for reasons other than medical complications of the birth, or if the employee decides not to return after the 90-day period, she may request to the Chief of Police that she be placed on a reemployment list for a period not to exceed two (2) years. Should a vacancy occur during the two-year period of time in a position which the employee previously occupied, then the individual's name shall be certified to the Chief of Police. The Chief of Police has the option of selecting the individual or requesting that the position be opened to competitive examination. The Chief of Police is not obligated to select the individual to fill the particular vacancy. It is the responsibility of the individual to notify the Town's Human Resources Department if there should be a change of address or name during the two-year period of time.

Should the employee, after electing to be placed on the reemployment list, decide to withdraw all money due her from the Town's Pension Plan, then the individual shall be considered as a new employee if and when she is reemployed. This shall include receiving the starting salary for the position as well as receiving no credit in terms of seniority for previous time worked. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee upon retirement or termination.

Should the employee not withdraw the money in the Pension Fund and be reemployed under the provisions of this Section, then she shall be credited for the years of service she had prior to being placed on the reemployment list. The employee shall receive a salary closest to the salary she was receiving when she went on the reemployment list. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee upon retirement or termination.

**Section 9.** An acceptable medical certificate on the prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut, will be required of an employee to substantiate a request for sick leave for the following reasons:

- (a) For any period of absence in excess of five (5) consecutive working days;
- (b) To support a request for sick leave during annual vacation;
- (c) For leave of any duration if absence from duty recurs frequently or habitually, provided that the employee has been notified that a certificate will be required.
- (d) When evidence indicates reasonable cause for requiring such a certificate.

- (e) To support a request for sick leave on a day which the employee had previously requested to use vacation, personal leave, or earned time, and the request had been denied.

**Section 10.** In addition, the General Manager or his designated representative may make provision for a physician other than the employee's family doctor to make a further examination.

**Section 11.** All sick leave shall be recorded in the attendance records of the Director of Finance. Such records shall reflect the current amount of accumulated sick leave, the amount and date when the sick leave was taken, and the current balance available to each employee.

**Section 12.** Employees who are on authorized leave due to temporary illness or injury, personal or work-connected, which is expected to last longer than ten (10) working days, shall, in a timely manner, present to his or her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix D. Employees shall request that their physician complete the release forms as soon as they are capable of performing temporary limited duty or have reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to the Chief of Police as soon as possible after completion by the treating physician, and after concurrence by the Town's physician, the employee shall be required to return to a TLD assignment within the sworn service of the Police Department if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the Chief of Police, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.

**Section 13.** The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal outside police duties, and it is not the intent that said assignments are to be of a make work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

**Section 14.** Employees on a TLD assignment who would otherwise be eligible to receive Workers' Compensation payments shall have such time on said assignment count toward eligibility to receive Supplemental Workers' Compensation payments as provided for in Article 13, Section 3.

## **ARTICLE 14 - FUNERAL LEAVE**

**Section 1.** In the event of death in the immediate family of an employee, or the immediate family of his or her spouse, each employee shall be granted special leave not exceeding three (3) working days with pay between the date of death and the date of the funeral inclusive, and for the purpose of arranging for, or attending any such funeral and wakes associated therewith. Immediate family, for purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relative who is domiciled in the employee's household.

## **ARTICLE 15 - SPECIAL LEAVE OF ABSENCE**

**Section 1.** A permanent employee will be granted leave of absence with pay to be deducted from his accumulated sick leave allowance:

- (a) For medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
- (b) When his presence at duty will expose others to contagious disease, or if quarantined due to the contagious disease of another person or persons;
- (c) In the event of critical illness or severe injury in the immediate family creating an emergency that requires the attendance or aid of the employee.

**Section 2.** A permanent employee will be granted leave of absence with pay to be deducted from vacation allowance if requested and approved in advance by the appointing authority, for going to, attending and returning from weddings.

**Section 3.** A permanent employee will be granted leave of absence with pay to be deducted from his accumulated sick leave allowance or vacation allowance, if requested and approved in advance by the appointing authority, for going to, attending, and returning from funerals of persons other than members of the immediate family.

**Section 4.** A permanent employee may be granted leave of absence with pay of up to five (5) days by the Chief of Police to attend professional conferences or take courses of study for which there is no expense to the Town. Any such conference or course of study which exceeds five (5) days off must be approved by the General Manager. The Chief of Police or General Manager, as the case may be, shall take into consideration whether the conference or course of study will contribute to or increase the employee's knowledge with regard to the betterment of public service and whether budgeting provisions have been made.

**Section 5.** The provisions of this section apply only to those employees hired on or before the date of ratification of this Agreement.

An employee who has any consecutive period of ninety (90) days of perfect attendance, commencing the first of the month following a chargeable break in attendance, shall be eligible for one (1) earned day to be taken at the convenience of the employee with the approval of the Chief of Police. An employee who has four (4) consecutive ninety (90) day periods of perfect attendance shall be eligible for an additional earned day. Perfect attendance shall mean reporting for work on time ninety (90) consecutive days, beginning the first of the month following a break. Chargeable time shall include all time except vacations, holidays, funeral leave and approved Union leave. An employee who is injured in the course of his employment during any consecutive ninety (90) day period, not to exceed a total of one (1) consecutive day, shall be eligible for one (1) earned day in that consecutive ninety (90) day period.

In the event that any employee terminates his service with the Department, having given two (2) weeks' written notice, or dies, he is entitled to be paid for up to five (5) unused, accumulated earned days at the time of termination. In the case of death, payment shall be made for all unused, accumulated earned days to his spouse or minor children, or his estate in the event there are no surviving spouse or children. The payment under this Section will require the approval of the Chief of Police and will be predicated on the inability of the Police Officer to take the time off during the course of employment due to manpower requirements.

Employees hired after July 1, 1988 shall be required to have a consecutive period of one hundred and twenty (120) days of perfect attendance, in lieu of the ninety (90) days stated above and shall be required to have three (3) consecutive one hundred and twenty (120) day periods of perfect attendance in order to be eligible for an additional earned day, all other provisions of this Section shall apply to employees hired after July 1, 1988.

**Section 6.** Request for a leave of absence with pay in excess of one (1) day shall be made to the Chief of Police who shall forward it along with his recommendation to the General Manager. The General Manager or his designated representative may make a separate inquiry into the reasons for the requested leave of absence. The General Manager will transmit his decision to the Chief of Police as rapidly as is practical. Whenever possible, leaves of absence with pay must be approved in advance.

**Section 7.** Leaves of absence without pay may be granted to permanent employees on recommendation of the Chief of Police with the approval of the General Manager for not longer than one (1) year. Requests for such leave without pay shall be made in writing to the Chief of Police and shall include a statement of the reasons therefor and of the length of leave requested.

**Section 8.** Records of all special leaves of absence with pay, earned time, and leaves of absence without pay shall be maintained in the attendance records of the Department and in the records of the Director of Finance.

**Section 9.** Any employee who is on leave of absence without pay shall not be paid for any holiday, sick leave, longevity, vacation accrual or college incentive payment during the period of such absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time, but no additional vacation time will be accrued by him during his absence. Authorized leaves of absence for one (1) month or less should not be considered to be a basis of reducing an employee's benefits.

**Section 10.** A permanent employee may be granted up to five (5) days paternity leave with pay if taken within three (3) weeks of the date the child arrives at the employee's home. Said leave shall be charged as sick leave. Requests for such leave must be approved by the Chief of Police.

**Section 11. Demands of Another Government Agency.** A permanent employee will be granted a leave of absence with pay, not to be deducted from sick leave or vacation allowance for the purpose of meeting the demands of another governmental agency. Demand by a governmental agency shall mean the following:

1. Jury Duty. The Town may deduct any compensation received by the employee for jury duty from his/her salary.
2. Participation in short-term military training in the Federal Reserve or National Guard for not more than thirty (30) days annually. Any compensation received by the employee for this appearance or service shall be deducted from his salary.

## **ARTICLE 16 - MILITARY LEAVE**

**Section 1.** An employee shall be granted leave without pay for military service, in accordance with the provisions of the Uniformed Services Employment Rights and Reemployment Act ("USERRA").

"Military service" does not include service for a non-governmental entity, even if such entity is a government contractor.

**Section 2.** Any vacancies resulting from employees entering the Armed Services shall be filled on a durational basis.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

**Section 1. Purpose** - The purpose of the grievance procedure shall be to settle grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

**Section 2. Definition** - A grievance, for the purposes of this procedure, shall be considered to be a Union complaint concerned with:

- (a) Discharge, suspension or other disciplinary action, except as it may apply to probationary employees as defined in Article 2 of this Agreement.
- (b) Charge of favoritism or discrimination.
- (c) Interpretation and application of rules, regulations and policies of the Police Department.
- (d) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

For the purpose of this Article, “days” shall mean those days on which the Town Hall is open for business.

**Section 3. Procedure**

**STEP ONE**

The Union shall submit such grievance, in writing, to the Chief of Police setting forth the nature and particulars of the grievance within fifteen (15) days of the date of occurrence. The Chief of Police, or his designee, shall use his best efforts to settle the grievance. The decision of the Chief of Police shall be submitted, in writing, to the Union President within fifteen (15) days of receipt of the grievance.

**STEP TWO**

If the Union is not satisfied with the decision rendered by the Chief of Police, the Union shall submit the grievance referenced in Step One within fifteen (15) days of receipt of the decision rendered by the Chief of Police to the General Manager. Within fifteen (15) days after receiving such grievance, the General Manager shall render his decision in writing to the Union President.

**STEP THREE**

If the Union is not satisfied with the decision rendered by the General Manager, the Union may submit the written grievance referenced in Steps One and Two to the Connecticut Board of Mediation and Arbitration (SBMA) within thirty (30) days of receipt of written decision from the General Manager and notify the Town of this action. By mutual agreement of the Town and the Union, a case may be removed from the SBMA and submitted to a private arbitrator or arbitration association. The decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties.

**Section 4. Mediation** - The mediation services of the State Board of Mediation and Arbitration may be used as part of the third step of Section 3 above provided both parties mutually agree on the desirability of this service.

**Section 5. Meetings** - If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

**Section 6. Time Extensions** - Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

**Section 7. Recording of Minutes or Testimony** - Either party shall have the right to employ a public stenographer at any step in this procedure.

**Section 8. Representation** - The Police Union shall have the right and choice of representation for the presentation of grievance(s), if desired.

**Section 9. Record Retention** - All records, statements and complaints of alleged misconduct by a Police Officer, which do not result in counseling and/or discipline and for which the employee was exonerated or the complaint is determined to be unfounded, shall upon written request of the employee be removed from the employee's file, as soon as practicable after the minimum period of time for retention of said records and approval, as required by the State's Record Retention Authority. All records, statements, and complaints involving an employee for which there has been a finding of "not sustained" shall be handled as stated above, except that if there is an intervening complaint involving similar charges which is sustained or classified as not sustained during the minimum period of time for retention of said record. In such cases, the not sustained record shall not be eligible to be removed from the employee's file until there is a subsequent two (2) year period of time during which there has not been a sustained or not sustained complaint of a similar nature filed against the employee. The Department shall keep a log of all complaints filed and their disposition.

As used herein, the term "employee file" shall mean the employee's personnel file or any other file or repository wherein said complaint, statements or other documents are, have been or may be maintained.

## **ARTICLE 18 - DISCIPLINARY PROCEDURES AND PRIVILEGES**

**Section 1. Notice of Charges.** When a Police Department Investigation results in a recommendation of suspension or discharge, the employee and the Union President shall be provided with a copy of the report at least five (5) days in advance of any hearing on the proposed discipline.

## **Section 2. Disciplinary Hearings.**

- a. The Chief of Police shall notify an employee, in writing, whenever he is considering suspension or discharge of the employee. The notice shall state the charges and the reasons for considering such discipline, and the date of a hearing concerning same. A copy of the notice shall be given to the Union President. This notice shall be provided at least five (5) days in advance of the hearing. Employees under departmental charges shall have and enjoy the right of rescheduling their hearing date upon showing just cause.
- b. The Chief shall hold a Loudermill hearing whenever he is considering suspension of an employee. The employee shall have the right and choice of Union representation at any such hearing, and the Union shall have the right to have its representative present at all such hearings. At the hearing, the employee shall have the opportunity to respond to the charges.
- c. In the event that the hearing before the Chief is for the purpose of considering possible discharge, the employee shall have the right to respond to the charges and to present witnesses and documentary evidence. All witnesses shall be sworn. The employee shall have the right and choice of Union representation at any such hearing, and the Union shall have the right to have its representative present at all such hearings. Either the employee or the Chief may have the hearing tape recorded. The party doing the taping shall provide the other party with a copy of the tape.
- d. All hearings shall be closed to the public unless it is mutually agreed by the Town and the Union that a hearing will be open.

**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 wages.

**Section 4.** Any employee who has completed the probationary period and is found guilty of charges and subjected to punitive measures or discharged, which shall only be for just cause, shall have the right as provided in Article 17, to appeal such decision through the grievance procedure, provided that, in cases where the Chief of Police has conducted a disciplinary hearing and issued a decision, the employee, if not satisfied with the Police Chief's decision, may appeal directly to the General Manager pursuant to the provisions of Step II of the grievance procedure. Only the Union may appeal the decision to arbitration pursuant to Article 17 of this Agreement.

## **ARTICLE 19 - UNION BUSINESS LEAVE**

**Section 1.** The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of contract when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 2.** The two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty; however, the above is exclusive of arbitration proceedings, subject to the Chief of Police for scheduling purposes.

**Section 3.** Such Officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences. For the purposes of meeting with Union officials in processing grievances, the Union President or his designee shall be granted time off from regular duty to attend these meetings. The total leave for the bargaining unit for the purpose set forth in this Section shall not exceed an aggregate of forty (40) working days in any calendar year. The Chief of Police shall be notified not less than ten (10) calendar days prior to any Union leave being taken as provided for in this Section, and not more than two (2) men per shift shall be granted any such leave, however, for meetings with Union officials the Chief of Police shall require a twenty-four (24) hour notice.

In the case of an officer involved shooting or serious officer involved motor vehicle accident, the Union President or his designee shall be released from duty to meet with the involved officer(s).

## **ARTICLE 20 - INSURANCE**

### **Section 1. Health Insurance for Active Employees.**

#### **A. Medical and Prescription Plans**

The Town shall continue to provide to employees a High Deductible Health Plan (HDHP) with a Health Savings Account (H.S.A.) on the same platform. The following are the key features of the HDHP- H.S.A. Plan:

- i. Deductibles shall be \$2,000 for an individual and \$4,000 for family (individual plus spouse and/or dependents).
- ii. Out-of- pocket maximums shall \$4,000 for an individual and \$8,000 for a family.

- iii. Payment after the deductible shall be 100% for in-network services and 80% for out-of-network services.
- iv. Prescription co-pays of \$5/\$10/\$20 shall apply to prescriptions after the exhaustion of the HDHP deductibles.
- v. The Town shall contribute fifty-five percent (55%) of the deductible amount to the employee's H.S.A. For an employee hired prior to the start of the year, the Town will deposit one-quarter of the fifty-five percent (55%) at the beginning of each quarter (7/1, 10/1, 1/1 and 4/1) of the plan year. The contribution to the H.S.A. for an employee hired after 7/1 shall begin in the quarter in which the employee is hired, within thirty (30) days of the date of hire. (For example, if an employee is hired on August 15, 2016, the employee shall receive the full contribution for all four quarters; if hired on or after October 1, 2016, the employee will receive three quarters of contributions.)

An employee who is not eligible to participate in the High Deductible Health Plan (HDHP) with a Health Savings Account (H.S.A.) may enroll in the OAP Plus Plan or OAP Basic Plan, as modified effective January 1, 2015, with a cost share of thirteen and one-half percent (13.5%). Such employee shall remain in the OAP Plan he or she has elected for the balance of the plan year and not return to the HDHP-H.S.A. Plan until the start of a new plan year.

Summaries of the principal benefits of each of the above plans are included in Appendix J. For access to additional information on benefits, go to the Town's website at [http://hrd.townofmanchester.org/hrd/assets/File/Accessing%20Your%20Benefits%20Online%20flyer\(4\).pdf](http://hrd.townofmanchester.org/hrd/assets/File/Accessing%20Your%20Benefits%20Online%20flyer(4).pdf).

#### B. Cost Sharing for the Medical and Prescription Plans

Employee cost sharing for the medical plans above shall be by payroll deduction, on a pre-tax basis as allowed by the Internal Revenue Code. The percentage cost share for the employee shall be as follows:

The premium cost sharing for the HDHP Plan shall be as follows:

- a) Effective and retroactive to 7/1/17 - eleven and one-half percent (11.5%)
- b) Effective 7/1/18 - twelve and one-half percent (12.5%)
- c) Effective 7/1/19 - thirteen and one-half percent (13.5%)

Retroactive cost sharing changes apply only to those actively employed on the date of implementation of this Agreement.

C. Dental Plan

The Town shall provide a 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services.

D. Waiver of Health Benefit Coverage

An employee who is eligible for health benefits in accordance with this Article may voluntarily elect to waive such benefits for a full plan year and, in consideration of such waiver, the employee shall not be required to pay the required cost sharing.

An employee seeking to waive participation in the health benefits must:

- a) complete a written waiver on a form provided by the Town;
- b) provide evidence of similar coverage for the employee under another health benefit program;
- c) submit the above during the open enrollment period for the coming plan year.

If an employee waives the health benefits of Section 1 for a plan year and does not affirmatively withdraw the waiver for a new plan year, the waiver shall remain in effect for the new plan year commencing July 1.

An employee who waives health benefits shall be eligible to re-enroll only as follows:

- a) during open enrollment for a new plan year; or
- b) within a plan year, upon the occurrence of a qualifying event as defined by law, and submission of documentation to the Town of such qualifying event.

Re-enrollment within a plan year shall be effective the first of the month following at least thirty (30) days' written notice to the Human Resources office with documentation required to support the need for the change.

**Section 2. Life Insurance for Active Employees.**

- A. The Town shall provide and pay for \$30,000 of group life insurance for each member of the bargaining unit as allowed for within the provider's insurance policy. Employees may purchase additional group insurance at their expense not to exceed a total of \$50,000 in combination with insurance provided by the Town.
- B. The Town shall provide, without cost to the employee who is a member of the Police Association of Connecticut, that organization's group life policy in the amount of \$17,500.

### **Section 3. Retiree Insurance – Normal Retirement.**

A. Life Insurance. Upon retirement, as defined by the Town of Manchester's Supplemental Pension Plan, employees will receive \$4,000 life insurance coverage.

B. Medical Insurance.

1. For employees actively employed as of the effective date of this 2017-2020 Agreement who retire or re-enroll in the medical insurance plan on or after the effective date of this 2017-2020 Agreement, medical insurance plans will be the same for retired employees as for current employees, as may change from time to time, until age sixty-five (65), including but not limited to the Town's contribution to the HSA account for those eligible. At age 65, a retiree will be converted to over sixty-five (65) coverage that is supplemental to Medicare provided that the retiree must have enrolled in Medicare Parts A and B to be eligible for supplemental coverage.

For employees hired on or after the effective date of this 2017-2020 Agreement, medical insurance plans will be the same for retired employees as for current employees, as may change from time to time, until age sixty-five (65), excluding the Town's contribution to the HSA account for those eligible. At age 65, a retiree will be converted to over sixty-five (65) coverage that is supplemental to Medicare provided that the retiree must have enrolled in Medicare Parts A and B to be eligible for supplemental coverage.

2. For employees who retire or re-enroll in the medical insurance plan on or after the effective date of the 2014-2017 Agreement pursuant to the terms and conditions of the Town of Manchester supplemental pension ordinance, with twenty-five (25) years of service, who are less than fifty (50) years of age and who elect to receive insurance provided employees and their spouses (if eligible for spousal coverage pursuant to 3 below), shall pay for said insurance at fifty percent (50%) of the prevailing COBRA rate\* for a family (family rate refers to the highest insurance rate) on a monthly basis until they reach age fifty (50), at which time the cost sharing shall be as provided below. Employees must elect such insurance coverage prior to the effective date of their retirement. Employees authorize the Town to deduct said insurance costs from the employee's retirement pay.

\*The COBRA rate is the full cost of the insurance for an active employee plus the COBRA administrative fee.

3. Employees who were employed as of July 1, 1996, shall receive retiree insurance for the employee, spouse of record at the time of retirement, and eligible dependents at the time of retirement, only until the employee's

death at which time the Town shall have no further obligation to provide said insurance.

Employees hired after July 1, 1996 and prior to March 10, 2003 and who subsequently receive a normal retirement from the Town shall only be eligible to receive retiree insurance for themselves and spouse of record at the time of retirement.

Employees hired on or after March 10, 2003 and who subsequently receive a normal retirement from the Town shall only be eligible to receive retiree insurance for themselves and not for any spouse or dependents.

4. Employees who retire after July 1, 1996, shall be required to contribute through pension payment deductions at the same rate herein for active employees. For employees who retire on or after the effective date of the 2014-2017 Agreement, at such time as the retiree reaches age 65, and is receiving coverage that is supplemental to Medicare, the employee shall pay the same rate as active employees pay for the medical plan then in effect.

**Section 4. Retiree Insurance – Service Connected Disability Retirement.** Employees who retire with a service-related disability pursuant to the terms and conditions of the Town of Manchester supplemental pension ordinance, who are totally and permanently disabled from all gainful occupation or employment, shall be eligible to receive insurance coverage normally provided to retired employees pursuant to Section 3 of this Article. Employees who retire with a service-related disability pursuant to the terms and conditions of the Town of Manchester supplemental pension ordinance, who are not totally and permanently disabled from all gainful occupation or employment, shall be ineligible to receive insurance coverage normally provided to retired employees pursuant to Section 3 of this Article if they have less than three (3) complete years of service with the Manchester Police Department on the effective date of their retirement. Those who have completed three (3) years of service with the Manchester Police Department on the effective date of their retirement, shall be eligible for insurance coverage normally provided to retired employees pursuant to Section 3 of this Article under the following terms and conditions:

- (a) Employees who have completed three (3) years or more of service time with the Manchester Police Department but less than five (5) years shall receive insurance coverage as specified in Section 3 of this Article for the employee only.
- (b) Employees who have completed five (5) or more years of service with the Manchester Police Department shall receive insurance coverage for the employee and spouse as of the date of retirement as specified in Section 3 of this Article.

**Section 5. Retiree Insurance -- Non-Service Connected Disability Retirement.**

Employees who retire with a non-service-related disability retirement pursuant to the terms and conditions of the Town of Manchester supplemental pension ordinance shall be ineligible to receive insurance coverage normally provided to retired employees pursuant to Section 3 of this Article, and the Town shall have no further obligation to provide health insurance to said employees.

**Section 6. Retirees Covered by Insurance of Another Employer.** Retired employees receiving insurance benefits, as specified in this Article, who become employed by another employer and who receive insurance benefits equivalent to insurance benefits provided to retirees pursuant to this Article, shall immediately notify the Town that they have secured employment which provides such insurance benefits. The Town shall have no obligation to the employee or his/her spouse to provide retiree insurance benefits from the date the retired employee is eligible to receive such insurance benefits as a result of said new employment and until such time that the retired employee certifies to the Town that he/she no longer is eligible to receive such insurance benefits from another employer.

**Section 7. Change of Insurance Carriers.** All employee insurances referred to in this Article shall be those specifically named or similar benefits and co-pay arrangements provided by an alternative health insurance benefit carrier provided that the size of the service network offered must be seventy-five percent (75%) of that currently offered. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

Notwithstanding the above, the basic benefits as outlined in the benefit plan matrix attached as Appendix K to this Agreement as may be amended by the parties shall be equal to or better, in accordance with this section, should health benefits be provided by an alternative insurance carrier.

**Section 8. Survivor Medical Coverage.** When an employee is killed as the result of a traumatic physical injury sustained in the process of performing law enforcement duties on or after the implementation of this 2014-2017 Agreement, the surviving spouse and eligible dependents shall be provided with health benefit coverage through the Town, subject to the following:

- a. Coverage shall be provided at no cost to the surviving spouse until such surviving spouse dies or remarries, but for not more than three (3) years.
- b. Coverage shall be provided to eligible dependents up to age 26, but for not more than three (3) years.
- c. The coverage provided shall be the same medical, prescription and dental plans as are offered to active employees, as may change from time to time through negotiations, except that a spouse who is eligible for Medicare must enroll in

both Part A and Part B and shall receive coverage in the form of a Medicare supplement.

**Section 9. Survivor Benefit.** When an employee is killed as the result of a traumatic physical injury sustained in the process of performing law enforcement duties on or after the implementation of this 2014-2017 Agreement, the Town shall pay to the surviving spouse an amount equal to the difference between the worker's compensation survivor benefit being paid to him or her (as it may change from time to time) and the employee's base annual salary at the time of death, until the spouse dies or remarries, but for not more than three (3) years. If the employee dies without leaving a spouse, a benefit in the same amount shall be distributed equally among the eligible children of the deceased employee (those who are twenty-four or less), but for not more than three (3) years.

## **ARTICLE 21 - COURT TIME**

**Section 1.** Each employee who may be required to attend any State or Federal Court to meet with court officials for any purpose connected to his official duties and while off duty, except as otherwise provided herein, shall receive time and one-half (1½) for all hours worked and shall be guaranteed a minimum of four (4) hours, time and one-half (1½), except as otherwise provided for herein.

**Section 2.** Court time shall mean appearance in any court, official administrative hearing, or any other legal proceeding when testimony results from official police actions taken by the Officers, excluding any proceedings wherein Officers are requested to attend or issued subpoenas by the Union.

**Section 3.** Compensation for court time extending past normal duty hours, eight (8) hours per day, shall be paid at the rate of time and one-half (1½) for all hours worked or any portion thereof in excess of eight (8) hours per day rounded off to the nearest quarter (¼) hour.

**Section 4.** Any fees received by an Officer for court appearances, official hearings or other legal proceedings, shall be signed over to the Town by the Officer.

## **ARTICLE 22 - UNIFORMS AND CLOTHING**

**Section 1.** The Town will continue to provide uniforms and clothing as needed to each employee, with the Town to pay the cost for such uniforms and clothing.

**Section 2.** Employees assigned to the plain clothes positions listed herein, shall receive a clothing allowance of Six Hundred Dollars (\$600.00) per year, payable One Hundred Fifty Dollars (\$150.00) quarterly. Employees assigned to the following plain clothes positions shall receive the clothing allowance provided by this Section: Detective, Detective Sergeant, Detective Lieutenant, Narcotics Investigation Officer, Officers assigned to the

Office of Professional Standards, Information Services Officer, Domestic Violence Officer, Training Officer, Staff Services Officer and Support or Auxiliary Services Officer.

**Section 3.** The Town shall continue the present practice of cleaning the following uniforms without cost to the employee:

2 Jackets - Per Year  
1 Pair of Trousers - Per Week  
1 Sweater - Twice Per Year  
or any uniform soiled in the performance of his duties.

**Section 4.** All uniformed employees of the Department shall be required to wear protective vests while on duty or while engaged in authorized private duty assignments related to a security function. All employees in plain clothes or Headquarters' assignments shall be required to have protective vests with them while outside of Police Headquarters on official business and to wear protective vests while engaged in duties which present a risk of injury. An exception to this requirement shall be employees performing private duty traffic control at construction sites.

All employees in plain clothes assignments shall be required to have protective vests with them while outside of Police Headquarters on official business, and to wear protective vests while engaged in duties which present a risk of injury.

Only employees excused in writing by the Chief of Police, or his designee, shall be exempt from this Section.

## **ARTICLE 23 - SAVINGS CLAUSE**

**Section 1.** If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid. The parties shall immediately negotiate, where applicable, a replacement for any provisions declared to be illegal or invalid.

**Section 2.** This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Upon taking effect, this Agreement cancels, terminates and supersedes any and all other understandings and agreements which the parties may have previously entered into orally or in writing unless such understandings or agreements are expressly incorporated herein.

## **ARTICLE 24 - GENERAL PROVISIONS**

**Section 1.** The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and wherever possible, furnish such additional equipment that will promote the safety and welfare of the Department employees, and aid in the efficient performance of their duties.

**Section 2.** Clothing, watches and eyeglasses 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 and is approved by the Chief of Police. Reimbursement shall be upon the presentation of a receipt and shall not be more than \$500 for any single item.

**Section 3.** Whenever a civil action is brought against an employee or group of employees of the Department relating to his or their conduct as police officers, including but not necessarily limited to suits for alleged false arrest and/or abuse of power, said employee(s) shall be entitled to be represented by the Town Attorney or his designee. In the event such Officer has a judgment entered against him for a malicious, wanton, or willful act in a court of law, the Town shall be reimbursed by such Officer for expenses it incurred in providing such defense and shall not be held liable to such Officer for any financial loss or expense resulting from the malicious, wanton, or willful act.

**Section 4.** The Town shall give to each employee, and to each new employee when he is hired, a copy of this Agreement, an identification card and a copy of the General Orders of the Department.

**Section 5.** The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.

**Section 6.** Line personnel, employees of the Patrol and Detective Divisions shall not be required to make mechanical repairs to departmental vehicles. This does not include the changing of tires.

**Section 7.** Each employee who is age 55 or older will be required to have a physical examination with age appropriate testing. The cost for said physical shall be processed through the employee's insurance coverage. This examination will be required no more frequently than annually and no less frequently than every two years. The employee's physician shall sign the attached certification (Appendix A) and return the form to the Town, which states that the employee has had a preventive physical examination with age appropriate testing; that the results were discussed with the employee; and that where correctable conditions exist, including risk factors, they are being corrected or addressed.

In addition, the employee's physician shall certify that he/she has examined the employee's job description and has determined that the employee is medically able to perform the duties of the position. The employee agrees that if the doctor refuses to certify to the above, then the Town is eligible to receive medical records of the employee and to discuss the case with the employee's physician. The physician's certification shall not contain any Protected Health Information as defined by HIPAA.

**Section 8.** Upon retirement each Officer shall be given a retirement badge. An officer shall also be given his/her service weapon, provided that the Officer was not discharged for cause or retired when a discharge action was pending, and that the Officer is currently qualified for the weapon.

**Section 9.** The members of the bargaining unit shall adhere to the grooming standards as contained in Appendix B of this Agreement.

**Section 10.** Individuals hired after July 1, 1984 shall be required to stop smoking within one (1) year of employment and shall not smoke on duty for the remainder of their careers.

**Section 11.** Should the sworn Officer who is assigned to the Computer Division be reassigned or terminate, then the Town may hire a civilian to fill the position and eliminate the need for a sworn officer in said assignments and/or divisions.

**Section 12.** The Town and the Union will establish a joint Management/Labor Physical Fitness Committee consisting of three (3) Sworn Officers appointed by the Chief of Police and three (3) Sworn Officers appointed by the Union to prepare a physical fitness plan for Manchester Police Officers. The purpose of the physical fitness plan is to ensure that members of the Department are physically capable of meeting all of the physical demands inherent in a Police Officer's job. It is the intent of the parties that the elements of the plan be directed to establishing such job-related physical fitness. The parties further recognize that each member of the Department has individual physical characteristics which must be taken into account in assessing and applying the requirements of the plan. Any plan or test developed by the Management/Labor Physical Fitness Committee must be job-related and consistent with reasonable business necessity.

**Section 13.** The Town and the Union agree to meet after the signing of this Agreement to negotiate a change in General Order 35-1, Performance Evaluation.

**Section 14.** Members who volunteer for assignments associated with Police events sanctioned by the Chief of Police, or his designee, shall during the designated time for such assignments when acting within the scope of their assigned responsibilities, as determined by the Chief of Police, or his designee, be covered by the Town's insurance including, but not limited to, Workers' Compensation and Police liability coverage. Volunteers serving in these capacities shall not be eligible for any paid compensation or other compensatory time off for their services.

**Section 15.** In the event a Police Officer is placed on an administrative assignment by the Chief of Police, or his designee, as a result of discharging a firearm, then in such event the employee shall be compensated for the period of time that he is on said assignment, based upon his average weekly pay for the three-month period immediately preceding the assignment. Average weekly pay shall include base pay, overtime, and extra duty pay, except that in accordance with the provisions contained in Article 9, Section 1 of the collective bargaining agreement, employees may receive compensatory time off in lieu of pay based upon his average weekly overtime duty for said three-month period. Should compensatory time off be authorized, the average weekly pay as specified herein shall be limited to base pay and extra duty pay. During said period of time, the Officer shall not be eligible for overtime or extra police duty assignments. Should the employee be out of work during any period of time that he is on the administrative assignment as a result of an authorized paid leave other than Workers' Compensation, then he shall be paid at his regular base rate for that period of time with no right to an adjustment for overtime pay, compensatory time off or extra duty pay, as otherwise mentioned herein. Workers' Compensation rates shall be paid as required by State Statute. Nothing herein shall affect the Department's right to, or method of, disciplining employees as a result of said discharge of a firearm.

**Section 16. Education and Experience Requirements.**

- A. The minimum education standards for the Department shall be as follows:
1. Patrol Officer: Associate's Degree, 60 credits or two years of full-time active military service with an honorable discharge or continued service in the reserve force, for Patrol Officer. (Manchester Officers in positions on August 9, 2000 are exempt. In addition, the Town may permit appointment of an officer who will complete the degree or credit requirement prior to completion of the probationary period.)
  2. Detective and Sergeant: Associate's Degree or 60 credits.
  3. Lieutenant: Bachelor's Degree.
- B. Detectives and Sergeants must have at least five (5) years of experience with a municipal or State law enforcement agency of which three (3) years must be with the Manchester Police Department. (Manchester Officers in positions on August 9, 2000 or promoted from promotional lists in effect on that date are exempt.)

Lieutenants must have at least seven (7) years of experience with a municipal or State law enforcement agency of which five (5) must be with the Manchester Police Department, and at least two (2) years being at the rank of Sergeant with the Manchester Police Department. (Manchester Officers in positions on August 9, 2000 or promoted from promotional lists in effect on that date are exempt.)

**Section 17.** Non-sworn personnel may take calls for service from the public under any of the following circumstances:

- Complaints of a non-criminal nature that do not require follow-up investigation.
- Complaints requiring documentation only.

Non-sworn personnel may take calls for service from walk-ins, or by telephone or other electronic means, but will not take calls for service in the field.

**Section 18.** Field Training Officers shall receive two (2) hours of pay at straight time for each day on which they are responsible for an officer in training.

**Section 19.** No officer may supervise or serve as a Field Training Officer for an employee who is a member of his immediate family. Immediate family, for purposes of this clause, is defined as parents, grandparents, spouse or equivalent, brother, sister, child or grandchild and also any relative who is domiciled in the employee's household.

## **ARTICLE 25 - RATES OF PAY**

**Section 1.** The rates of pay for all employees are as set forth on the salary schedules of Appendix C. Payment of the rates in Appendix C is retroactive to the date specified, for purposes of salary and departmental overtime, but not Extra Duty. Retroactive payments shall be made only to those actively employed on the date of implementation of this Agreement.

If at any time it is determined that probationary employees attending the Police Officers Standard Training (POST) Academy are not salaried employees and eligible for and receive overtime payments, then such Officers shall have their base compensation adjusted for their first year of employment, so that the combination of any overtime earned while at POST and their base salary shall not exceed the contractually-agreed to annual salary for the position for that first (1<sup>st</sup>) year of employment.

**Section 2.** Any employee receiving an Associate Degree in Police Science shall receive an additional five hundred dollars (\$500.00) per year above the basic pay schedule and any employee receiving a Bachelor's Degree in Law Enforcement or related field shall receive an additional eight hundred dollars (\$800.00) per year above the basic schedule and any employee receiving a Graduate Degree in Law Enforcement or related field shall receive an additional nine hundred dollars (\$900.00) per year above the basic schedule, payable in two (2) installments in December and June.

Present employees receiving degree pay will continue to receive those payments. Any present employee who has an Associate Degree in Law Enforcement and is presently receiving payment for it who is enrolled in a Bachelor's program which does not meet the Law Enforcement or related field requirement, shall receive pay for said degree when awarded. Employees who leave the Town employ for any reason, except retirement,

within three (3) years of being reimbursed under this Section, shall have deducted from any pay-outs for which the employee is eligible under Article 11, Section 6; Article 12, Section 9; Article 13, Section 6, the total amount of tuition reimbursement received under this Section. Any employee who is not eligible to receive payouts shall be required to repay the Town directly. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

**Section 3.** Those employees enrolled in a Bachelor's or Master's Degree program in Criminal Justice or who are majoring in Criminal Justice in a school which does not offer a Criminal Justice Degree or who are enrolled in a Police Science; Police Administration; Psychology, Sociology, Municipal Government and Administration or Public Administration, Bachelor's or Master's Degree program; or courses which in the sole discretion of the General Manager directly relate to the Police Officer's current assignment, shall be eligible to receive reimbursement for seventy-five percent (75%) of tuition costs and books when the school and course or courses are approved in advance and the employee receives a "C" or better ("B" or better for graduate work) in such approved course. Employees taking courses in Law School shall not be eligible for said reimbursement except for Criminal Law, Rules of Evidence and Constitutional Law courses. The General Manager's decision as to whether a course(s) is eligible for reimbursement is not subject to the provisions of the grievance procedure. Notification of intent to take courses and requests for approval must be made with enough advance notice so that money can be properly budgeted for this expense. If employees opt for this tuition reimbursement, they will not be eligible for college degree incentive pay upon obtaining either an Associate Degree or Bachelor's Degree or Graduate Degree. The degree programs identified herein shall also be used to determine eligibility for payment of degree pay as specified in Section 2 of this Article. Degree pay being received by Officers, pursuant to Section 2 of this Article as of the date this Contract is signed, shall not be affected by this provision. Employees who leave the Town employ for any reason, except retirement, within three (3) years of being reimbursed under this Section, shall have deducted from any pay-outs for which the employee is eligible under Article 11, Section 6, Article 12, Section 9 and/or Article 13, Section 6, the total amount of tuition reimbursement received under this Section. Any employee who is not eligible to receive payouts shall be required to repay all tuition reimbursement received if the employee leaves the Town's employee for any reason other than layoff within three (3) years of being reimbursed under this Section. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

**Section 4. Longevity.** Each employee, except as provided below, shall receive longevity pay in accordance with the following schedule:

10 years .....	\$200.00
15 years .....	\$300.00
20 years .....	\$500.00

Longevity payments shall be paid in two (2) installments - November and May each year, and each year thereafter.

Employees hired after July 1, 1999, shall not be eligible to receive this benefit.

**Section 5.** An employee who, at the time of initial employment has obtained certification by POST and has work experience with another law enforcement agency which is deemed by the Chief of Police to be comparable with the job of an Officer in the Manchester Police Department, may be hired at up to Step 6 of the wage scale for Police Officers based on the individual's years of such experience.

An employee who is certified as a police officer in another state and has work experience with another law enforcement agency which is deemed by the Chief of Police, to be comparable with the job of an Officer in the Manchester Police Department, may be advanced to up to Step 6 of the wage scale for Police Officers based on the individual's years of such experience. This advancement shall not take place until the Officer has obtained certification by POST.

The Chief shall have the sole discretion to evaluate the comparability of the employee's work experience and to determine the appropriate step placement, not to exceed Step 6, and that decision shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE 26 - WORKING OUT OF CLASSIFICATION**

**Section 1.** To assure the orderly performance and continuity of services, the Chief of Police, or his designee, at his discretion, may elect to temporarily upgrade Officers on an acting basis to position of higher rank. Nothing herein shall require the Department to make a temporary upgrading or change the existing practice of Rank Officers assuming additional responsibilities within their existing rank and pay schedule to compensate for a temporary position vacancy. For the purpose of this Article, it is understood that temporary upgrading may be authorized and made in order to fill or compensate for temporary position vacancies which may exist for any of the following reasons: A position is permanently vacant and is scheduled to be filled by a regular commissioned Officer, and time is required so as to proceed with and complete the normal selection and appointment procedure, or the position is temporarily vacant, although permanently filled, because the Officer currently assigned to it is on approved leave of absence for an extended period of time other than normal vacation or training.

**Section 2.** It is not the intent of the Town to circumvent or avoid the normal appointment or promotion process, and therefore the Town agrees that it shall not use temporary upgrading for this purpose.

**Section 3.** The various provisions of this Article shall apply to temporary position vacancies involving the bargaining unit positions' classifications of Police Sergeant, Police

Lieutenant, (and the non-bargaining position of Police Captain) if a bargaining unit employee is to be assigned to fill the position.

**Section 4.** The selection of an Officer for temporary upgrading may be made from within the entire Police Department. Such selection shall be made by and at the sole discretion of the Chief of Police, taking into consideration the applicable promotional eligibility list; the knowledge, skill and ability requirements of the position to be filled; and the qualifications, job performance, and seniority of those Officers eligible for the temporary upgrading.

**Section 5.** No Officer shall be temporarily upgraded more than one (1) rank.

**Section 6.** When Police Officers are temporarily upgraded to and acting in the next higher classification, they shall be eligible to receive temporary upgrade pay at the rate of that next higher classification for the total duration of their temporary upgrading assignment. Officers and Detectives shall receive Sergeant's pay and Sergeants shall receive Lieutenant's pay and Lieutenants shall receive Captain's pay.

## **ARTICLE 27 – SUBSTANCE ABUSE TESTING**

**Section 1. Basis for Testing.** Administration of screening tests to detect the presence of drugs or alcohol in members of the Department shall be performed in the following circumstances:

- a) on a random basis;
- b) upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs, or is reporting for duty under the influence of drugs or alcohol.

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

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

**Section 2. Testing Procedures.** Testing shall be performed by a licensed laboratory or by non-bargaining unit personnel who are trained and certified to perform testing. In the case of alcohol testing by breathalyzer, a bargaining unit employee in a higher rank than that of the employee being tested may conduct the test at the direction of the Chief or his designee. Testing will be done with due regard to chain of custody as well as the employee's rights to privacy and Union representation.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a confirming test after fifteen (15) minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Chief of Police that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second part of the sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second test performed at the employee's request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

**Section 3. Interference With or Refusal to Submit to Testing.** Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Section 4. Rehabilitation.** The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who:

- (a) voluntarily admits to alcohol or drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs or alcohol. If, after screening, the employee has tested positive, he will be immediately suspended and will be subject to discharge.

Nothing in this Article shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

**Section 5. Consequences of Positive Test.** The consequences of a positive test shall be as follows:

- 1) For use of an illegal drug - discharge.
- 2) For abuse of a legally prescribed drug - one opportunity for rehabilitation, then discharge.
- 3) For alcohol (at the level of .04 or above) – one opportunity for rehabilitation, then suspension on the next offense, then discharge for the third offense.

#### **ARTICLE 28 - DURATION**

**Section 1.** This Agreement shall take effect on signing by both parties, except where a retroactive date is specified, and shall remain in effect until June 30, 2020, EXCEPT Appendix F, which is subject to a lockout until March 7, 2022, other than as to the issue of pension disqualification due to malfeasance and/or misfeasance, under section 70-27 of the Town of Manchester Pension Ordinance.

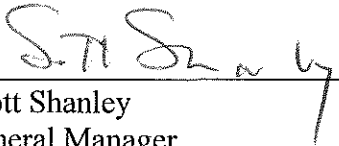
This Agreement may be amended at any time by mutual agreement or upon any anniversary of said Agreement by giving the other party not less than one-hundred twenty (120) days' written notice of intention to propose such amendment. Within thirty (30) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of such amendment, modification, or termination.

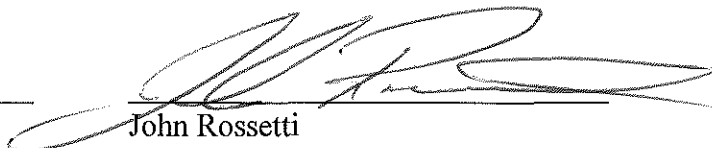
## SIGNATURES

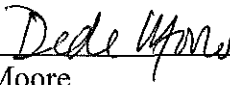
IN WITNESS WHEREOF, the parties hereto have set their hands this 5<sup>th</sup> day  
of SEPTEMBER, 2018.

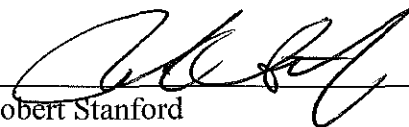
TOWN OF MANCHESTER

MANCHESTER POLICE OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
Scott Shanley  
General Manager

  
\_\_\_\_\_  
John Rossetti  
President

  
\_\_\_\_\_  
Dede Moore  
Director of Administrative Services

  
\_\_\_\_\_  
Robert Stanford  
Vice-President

**APPENDIX A**

**PHYSICAL EXAMINATION CERTIFICATION BY PHYSICIAN**

I, \_\_\_\_\_ (Doctor's Name), have performed a preventive physical examination of \_\_\_\_\_ (Employee's Name) on \_\_\_\_\_ (Date). I certify that:

- The examination included age appropriate testing.
- The results of the examination and testing were discussed with the employee.
- Where correctable conditions exist, including risk factors, they are being corrected or addressed
- I have examined the employee's job description and have determined that the employee is medically able to perform the duties of his/her position.

\_\_\_\_\_  
Doctor's Signature

\_\_\_\_\_  
Date

## **APPENDIX B**

### **GROOMING POLICY**

#### **I. OBJECTIVE**

The Manchester Police Department is primarily a uniformed service-oriented public agency. A need for well-groomed appearance by all personnel is fundamental to achieve public confidence and acceptance. Without public confidence and acceptance, our ability to function effectively is seriously impaired. Reasonable grooming regulations are also necessary in order to maintain discipline, which is the foundation of effective police operations. It is essential for the police who deal with the whole community to not represent either by appearance or deed any of the extremes of our society. It is also important for us to uphold the police image at all times by looking our best. The wearing of bizarre, exotic, advanced or nostalgia hairstyles is not likely to project a positive image of the police service or inspire confidence in our ability to effectively carry out our duties.

#### **II. POLICY**

It will be the policy of the Manchester Police Department to require a neutral and reasonably uniform appearance of the men and women who symbolize law and order in the community.

#### **III. STANDARDS**

The following regulations will apply to all sworn personnel regardless of assignment. Personnel performing plain clothes functions are not excluded from these regulations.

Exotic (full Afro, Mohegan, etc.) hair styles are prohibited. Hair shall be evenly trimmed at all times while on duty. The maximum extension of the hair outward from the top of the head will be two inches (2"). The maximum extension from the sides of the head will be two inches (2"), provided that hair shall be gradually tapered and such that it otherwise gives an overall even appearance. Officers' hair shall not extend below the mid-part of the officer's shirt collar while the officer is in a standing position. The sideburns will extend no lower than on a line with the bottom of the ear lobe.

Beards are authorized provided that the officer intending to grow a beard shall notify his shift commander in writing at least one (1) week in advance of growing said beard. Maximum length of the beard shall be no more than one inch (1") at any given place. The beard shall be maintained in a trim and sanitary condition, acceptable to the respective division commander and shall not hinder the use of any

## **APPENDIX B (cont'd)**

police equipment and shall be so worn as not to interfere with the safety of the police officer.

Mustaches are authorized if well trimmed. Fu Man Chu, Kaiser Wilhelm and other exotic styles that curl downward around the lips and upward toward the eyes are prohibited.

### **IV. EXCEPTIONS**

The aforementioned standard does not apply to officers in undercover operations and so authorized by the Chief of Police or the designee of the Chief of Police.

The Chief of Police may order the removal of beards and/or mustaches for personnel assigned to emergencies where facial hair will interfere with the proper use of issued special equipment (i.e., gas masks) for the term of that emergency.

### **V. INSPECTIONS AND ENFORCEMENT**

Shift supervisors and other immediate supervisors will be held strictly accountable for conducting periodic inspections to insure full compliance with the standards outlined above on the part of their subordinates.

**SALARY SCHEDULES EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2020**

		<b>Effective retroactive to 7/1/17 2.0%</b>	<b>Effective retroactive to 7/1/18 2.0%</b>	<b>7/1/19 2.0%</b>
<b>Police Officer</b>				
	<b>1</b>	59,756.83	60,951.97	62,171.01
	<b>2</b>	62,147.10	63,390.04	64,657.84
	<b>3</b>	65,095.74	66,397.65	67,725.60
	<b>4</b>	69,365.97	70,753.29	72,168.36
	<b>5</b>	73,637.21	75,109.95	76,612.15
	<b>6</b>	77,907.92	79,466.08	81,055.40
	<b>7</b>	81,152.95	82,776.01	84,431.53
<b>Detective</b>				
	<b>1</b>	83,985.27	85,664.98	87,378.28
	<b>2</b>	86,435.81	88,164.53	89,927.82
<b>Sergeant</b>				
	<b>1</b>	87,385.81	89,133.53	90,916.20
	<b>2</b>	90,007.38	91,807.53	93,643.68
	<b>3</b>	92,153.02	93,996.08	95,876.00
<b>Lieutenant</b>				
	<b>1</b>	98,548.19	100,519.15	102,529.53
	<b>2</b>	101,504.63	103,534.72	105,605.41
	<b>3</b>	102,331.43	104,378.06	106,465.62

**TEMPORARY LIMITED DUTY EXPLANATION PACKAGE**

The temporary limited duty explanation (TLD) package includes the following:

- (a) Doctor's evaluation form, filled out and signed by the employee.
- (b) The current job description of the employee.
- (c) List of the examples of limited duty tasks available.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee and examples of available limited-duty tasks. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of the Police Chief as to the Department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of eight (8) months. (The eight-month period may be extended at the discretion of the Chief of Police.) The Chief of Police will be sole determinant for ruling on the extension of the eighth-month period.

Functional capacity exams may be used by the Town to address the question of maximum medical improvements, as provided for herein, or where an Officer has an orthopedic or muscle-related injury and requests a reasonable accommodation under the Americans with Disabilities Act.

**APPENDIX D (cont'd)**

**DOCTOR'S FORM**

**WORK FITNESS EVALUATION FOR POLICE OFFICERS**

The Town of Manchester Police Department requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his/her illness or injury which occurred on \_\_\_\_\_.

A description of a significant physical requirement implicit in a Sworn Officer's job description is attached for your review in order to determine if

- (a) The employee can return to work with no restrictions to performance of his duties.
- (b) The employee can return to work and perform tasks similar to those specified on the form entitled "Examples of Limited-Duty Tasks."
- (c) The employee may not return to work until released from doctor's care.
- (d) Employee has reached maximum medical improvement and physical restriction precludes the employee from being able to return to his prior position.

If there are any questions on the employee's job responsibilities, please call the employee's department and speak to \_\_\_\_\_ at \_\_\_\_\_.  
(Supervisor)

**APPENDIX D (cont'd)**

**DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION**

Employee's name: \_\_\_\_\_

Employee's occupation/job title: \_\_\_\_\_

Physician name: \_\_\_\_\_

Date of exam/treatment: \_\_\_\_\_  
day/month/year/hour

Date of accident: \_\_\_\_\_

Nature of injury/diagnosis:

\_\_\_\_\_  
\_\_\_\_\_

Treatment administered: \_\_\_\_\_

Medication prescribed: \_\_\_\_\_

How long have you been the treating physician: \_\_\_\_\_

Restriction on employee's activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After reviewing the job description and examples of limited-duty tasks, employee can:

- (a) Return to normal duties with no restrictions: yes ☐ no ☐
- (b) Can return to work and perform tasks similar to those checked on the form entitled "Examples of Limited-Duty Tasks": yes ☐ no ☐
- (c) Cannot return to work performing any task until release from doctor's care:  
yes ☐ no ☐
- (d) Date employee can return to limited-duty work: \_\_\_\_\_  
m/d/y
- (e) Expected date at which time the employee can return to full duty:  
\_\_\_\_\_  
m/d/y
- (f) Next follow-up visit scheduled: \_\_\_\_\_  
m/d/y

I, \_\_\_\_\_, hereby authorize release of the above information and any medical records and information related to the above request to the Town of Manchester Police Department and its authorized representatives.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Examining Physician

\_\_\_\_\_  
Date

**IMPLICATIONS OF FULL UNRESTRICTED POLICE DUTY**

Implicit within the many diverse duties described in a job description for a Sworn Officer, is the ability at any time while on duty to have sufficient unhampered range of motion and strength in limbs and body trunk to be able to physically subdue or restrain combative or hostile persons being taken into custody using varying degrees of force.

This physical activity requiring varying degrees of exertion may include running, climbing, restraining by hand, applying handcuff restraints and use of certain police-authorized weapons. Additionally, the unhampered use of fingers, hands, wrists, forearms, upper arms and shoulders to be able to use firearms and other police weapons, instruments, equipment and to perform various emergency first aid techniques, such as CPR and Heimlich Maneuver.

**EXAMPLES OF TEMPORARY LIMITED-DUTY ASSIGNMENTS**  
**FOR SWORN OFFICERS**

This list is not to be construed as being all inclusive and other assignments at the discretion of the Chief of Police may be developed.

1. Filing.
2. Microfilming.
3. Inventory.
4. Traffic survey.
5. Various clerical duties as needed.
6. Taking complaints received at Headquarters.
7. Follow up investigations which can be conducted from Headquarters by telephone.
8. Data entry, if qualified.
9. Administrative tasks/assignments.
10. Fingerprinting, if qualified.
11. Maintaining fingerprint files.
12. Fingerprint classification.
13. Bad check complaints and select compliance requiring telephone follow-up and inside investigation only.
14. Interviewing and statement taken at Police Headquarters for Police Division investigations.
15. Training.

## **APPENDIX E**

### **LETTER OF UNDERSTANDING**

#### **PATROL STRENGTH**

The Town agrees to maintain the current patrol strength during the day and evening shifts, unless it determines that it is necessary to reduce the current patrol strength during the day and evening shifts to the minimum manning levels referenced in Section 7 of Article 8 of the Collective Bargaining Agreement. If such determination is made, the Chief of Police, or his designee, shall meet with the Union prior to taking such action.

## **APPENDIX F**

### **PENSION PLAN**

A. Effective July 1, 2005, the following changes shall be effective in the police pension plan as codified in the Town of Manchester Code ("Code"), Chapter 11, Article III:

- An employee's pension benefit, for all past and future service, shall be calculated at the rate of 2.5 percent per year of credited service.  
[Code, Chapter 11, Article III, Section 11-42(a)]
- The maximum pension benefit shall be 68 percent of final average compensation.  
[Code, Chapter 11, Article III, Section 11-42(a)]
- An employee who had achieved vesting prior to July 1, 2005, shall continue to be vested. All other employees shall be vested following ten (10) years of service.  
[Code, Chapter 11, Article III, Section 11-44, paragraphs (a) and (d)(ii)]
- Employee contributions shall be eight and one-half percent (8.5%).  
[Code, Chapter 11, Article III, Section 11-40, paragraph (b).]

The parties acknowledge that the above changes apply to police officers employed on or after July 1, 2005 and before March 7, 2017 except the last two bullets above also apply to employees hired after March 7, 2017 who opt for the defined benefit pension plan.

B. For new hires on or after March 7, 2017:

Employees hired after March 7, 2017 shall have the option of a Defined Contribution plan with long-term disability insurance as outlined in the attached "LTD Coverage Highlights" and "LTD Proposal-Schedule of Benefits Summary" documents or Defined Benefit plan, as currently designed with the following changes: 2.25 multiplier, base wages, on which the employee contribution will be made, (defined to not include overtime, salary reductions and qualified transportation fringes), normal retirement at 25 years of service or 53 years of age. No buyback of prior military service; WC included in final average wages. Eligibility for disability health insurance shall be the same benefit as outlined in Article 20, Sections 4 and 5 of the parties' collective bargaining agreement for new hires in both the Defined Contribution and Defined benefit plan. Eligibility for retiree health for employees hired on or after ratification in either Defined Contribution and Defined Benefit plan shall be at age 53 and a minimum of ten (10) years of service.

C. For employees in the defined benefit plan:

WC payments shall be included in final average wages and toward years of service with employee contribution of 8.5% on said WC payment for claims and to recoup for past claims by paying 8.5% of the dollar amount shown on a list generated and agreed to as of January 6, 2017. Employees seeking to recover any such WC payments must provide for their contribution prior to January 1, 2018. Such payments may be made through salary withholding.

D. Lockout

There shall be a lock-out in regarding to pension, including but not limited to the employee contribution until March 7, 2022 with negotiations to start no later than six (6) months of the lock-out, with the SOLE EXCEPTION that the parties will agree to negotiate the issue of pension disqualification due to malfeasance and misfeasance under Section 70-27 of the Town of Manchester pension ordinance in reopener negotiations in a timely fashion after bilateral ratification of this July 1, 2017 - June 30, 2020 agreement.

## **APPENDIX G**

### **GENERAL ORDER 26-1**

#### **PROCEDURE**

- A. **Administrative Procedures** - to remain as written.
- B. **Disciplinary Time Limits**
  - a. (To remain as written.)
  - b. (Time limits contained within (b) and (c) shall be increased by one (1) year.)
- C. **Code of Conduct**
  - 1. Conduct unbecoming an employee. Any violation of the Rules and Regulations, General Orders, Special Orders, Memorandums, and lawful order, or any act detrimental to the police service shall constitute this offense.
    - a. Written reprimand up to one (1) to five (5) days suspension.
    - b. Written reprimand up to one (1) to ten (10) days suspension.
    - c. Written reprimand up to one (1) to thirty (30) days suspension or dismissal.
  - 3. Neglect or inattention to duty.
    - a. Written reprimand.
    - b. Written reprimand up to one (1) to five (5) days suspension.
    - c. Written reprimand up to one (1) to thirty (30) days suspension or dismissal.
  - 30. Consumption of alcoholic beverages while on duty, except while acting under special orders from a superior officer during undercover operations and/or special circumstances.
    - a. Written reprimand up to one (1) to ten (10) days suspension.
    - b. Written reprimand up to one (1) to thirty (30) days suspension.

- c. Written reprimand up to one (1) to thirty (30) days suspension or dismissal.
- 32. No employee shall report for duty under the influence of alcohol and/or drugs.
  - a. Written reprimand up to one (1) to ten (10) days suspension.
  - b. Written reprimand up to one (1) to thirty (30) days suspension.
  - c. Written reprimand up to one (1) to thirty (30) days suspension or dismissal.
- 40. Members of the Manchester Police Department may not engage in outside employment unless they receive prior written permission from the Chief of Police. Outside or secondary employment is defined as the rendering of a service, commercial activity or self-employment, for pay or compensation from a source other than the Police Department. Examples of prohibited outside employment include:
  - 1. Performing private security or private investigation services.
  - 2. Employment or holding a financial interest in an establishment that sells, distributes or manufactures alcoholic beverages.
  - 3. Activities concerned with debt collection.
  - 4. Employment activities with a person, firm or business that has a documented criminal history.
  - 5. Any employment that would tend to discredit the Department.
  - 6. Employment that would cause a conflict of interest or have the appearance of a conflict of interest with the Police Department.
  - 7. Employment with a firm that has a vendor or financial relationship with the Town of Manchester.

**Discipline**

- a. Written reprimand.
- b. Written reprimand up to 1 - 5 day suspension.
- c. Written reprimand up to 1 - 30 day suspension or dismissal.

## **APPENDIX H**

### **LETTER OF UNDERSTANDING**

#### **VENDOR OR FINANCIAL RELATIONSHIPS**

The Town and the Union agree that any employee who had a current vendor or financial relationship with the Town on August 9, 2000, shall be exempt from discipline under General Order 26-1, Section C, Code of Conduct, Subsection 40, Subsection 7.

## **APPENDIX I**

### **GENERAL ORDER 35-1**

**A-1-d** - As proposed in Special Order 2000-1.

**A-1-I** - Department raters, who will have received formal training in performing employee evaluations, will be evaluated by their immediate supervisors, who also will have received formal training in performing employee evaluations, regarding the quality of ratings given to the employees they are rating. As part of the rater evaluation, rater supervisors will review and sign employee performance evaluations completed by the rater. Rater supervisor's signature will signify the following:

1. The rater is fair and impartial;
2. The rater participates in counseling rated employees;
3. The rater applies ratings in a uniform manner;
4. The rater is able to perform the rater's role in the Department's Employee Performance Evaluation System.

**A-1-i** - As proposed in Special Order 2000-1

**A-1-k** - As proposed in Special Order 2000-1

**A-2-b** - As proposed in Special Order 2000-1

**APPENDIX J****HIGH DEDUCTIBLE HEALTH PLAN**

<b>BENEFIT</b>	<b>High Deductible Health Plan</b>
<b>Costshares</b>	
	Deductible - \$2,000/\$4,000 Coinsurance - 100% after plan deductible met for in network services \$4,000/\$8,000 out of pocket maximum Coinsurance - 80% after plan deductible met for out of network services  Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-Of-Network - Unlimited
<b>Preventive Care</b>	
Pediatric	Covered
Adult	Covered
Hearing	Covered Screening part of physical exam
Gynecological	Covered
<b>Medical Services</b>	
Medical Office Visit	Covered 100% after plan deductible met
Outpatient PT/OT/ST/Chiro.	Covered 100% after plan deductible met 60 Combined Days per calendar year per member
Allergy Services	Covered 100% after plan deductible met
Diagnostic Lab & X-ray	Covered 100% after plan deductible met
Inpatient Medical Services	Covered 100% after plan deductible met
Surgery Fees	Covered 100% after plan deductible met
Office Surgery	Covered 100% after plan deductible met
Outpatient MH/SA	Covered 100% after plan deductible met
<b>Emergency Care</b>	

<b>BENEFIT</b>	<b>High Deductible Health Plan</b>
Emergency Room	Covered 100% after plan deductible met
Urgent Care	Covered 100% after plan deductible met
Ambulance	Covered 100% after plan deductible met
<b>Inpatient Hospital</b>	
General/Medical/Surgical/ Maternity (Semi-private)	<b>Pre-cert only for Out-of-Network</b> Covered 100% after plan deductible met
Ancillary Services Medication, Supplies	Covered 100% after plan deductible met
Psychiatric	Covered 100% after plan deductible met Unlimited days
Skilled Nursing/Rehabilitation Facility	Covered 100% after plan deductible met Covered up to 180 days per calendar year
Hospice	Covered 100% after plan deductible met
<b>Outpatient Hospital</b>	
Outpatient Surgery Facility Charges	Covered 100% after plan deductible met (Prior Authorization Required)
Diagnostic Lab & X-ray	Covered 100% after plan deductible met
Pre-Admission Testing	Covered 100% after plan deductible met
<b>Other Services</b>	
Durable Medical Equipment	Covered 100% after plan deductible met
Prosthetics	Covered 100% after plan deductible met
Home Health Care	Covered 100% after plan deductible met Unlimited days (Prior Authorization Required)
Vision	Covered 100% after plan deductible met Covered once every 24 months

BENEFIT	High Deductible Health Plan
Prescriptions	<p>After plan deductible is met applicable Rx copays will apply: \$5/\$10/\$20</p> <p>Three Tier Formulary RX Rider</p>

**\* All benefits listed are for In-Network. For Out-of-Network benefits, please refer to your Employee Benefit Summary.**

**\*\* Plan is Non-Gatekeeper. No referrals are required. No primary care physician is required.**

**STATE MANDATES enacted prior to 1/1/15 are included.**

Employees may obtain additional information concerning benefits by going to the following section of the Town's website:

[http://hrd.townofmanchester.org/hrd/assets/File/Accessing%20Your%20Benefits%20Online%20flyer\(4\).pdf](http://hrd.townofmanchester.org/hrd/assets/File/Accessing%20Your%20Benefits%20Online%20flyer(4).pdf)

The page is titled "Accessing Your Benefits on Line" and includes directions to go to mycigna.com, expressscripts.com and deltadentalnj.com.

**INTERNAL AFFAIRS INVESTIGATIONS**

The Police Department shall continue to have a bargaining unit employee assigned to do internal affairs investigations. However, in exceptional circumstances, such investigations may also be performed by non-bargaining unit personnel. Such exceptional circumstances shall include those where:

- a) the officer to be investigated is at the rank of Captain or above;
- b) the regularly assigned IA officer has a conflict of interest, such as a personal or family relationship, which makes it inappropriate for him/her to conduct the investigation.

**CANINE OFFICERS**

The Town and the Union agree that the following shall apply to all Canine Officers, effective as soon as practicable following the signing of this 2005-2009 Agreement:

- Canine Officers count as manpower for patrol staffing, and be included in Patrol Officer shift overtime as 'Patrol Officers' under Article 9, Section 5.
- Canine Officers work an eight (8) hour shift as provided in Article 8, Section 1.
- One Canine Officer will be assigned to each of the three shifts -- day, evenings, and midnight shifts. This provision shall not be deemed a "minimum staffing" provision, and the Department shall not be required to hire overtime when there is no Canine Officer on a shift.
- Each Canine Officer will be paid four (4) hours overtime, per week, as a stipend for caring for the dog.