

**AGREEMENT**

**BETWEEN THE**

**TOWN OF MONTVILLE**

**AND**

**MONTVILLE POLICE UNION LOCAL 2504**

**July 1, 2016 – June 30, 2020**

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## **PREAMBLE**

This Agreement is entered into by and between the Town of Montville (hereinafter "Town" or "Employer") and the Town of Montville Police Union Local #2504 and Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter "Union").

## **ARTICLE I - RECOGNITION**

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed and investigatory employees with authority to exercise police powers, exclusive of the chief, deputy chief, captain and seasonal employees.
- 1.2 The term "employee" shall mean a full time employee unless the term "part time employee" or "part time police officer" is specifically utilized.

## **ARTICLE II - DUES DEDUCTION**

- 2.1 The Town agrees to deduct Union initiation fees and each week dues or agency service fees from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted on a monthly basis, together with an itemized statement, to the Treasurer of the Union after such deductions are made.
- 2.2 These deductions will be made weekly as specified by the Town and agreed to by the Union. Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.
- 2.3 In the event an employee's weekly pay is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deduction in full.
- 2.4 When a member's dues or agency service fees are not deducted by reason of the conditions described in Section 2.3 of this Article or by reason of an extended absence from the Department, during which time he/she is not paid, and such member returns to active duty, the Town shall reactivate and continue the deductions of his/her dues or agency service fees.
- 2.5 The Union agrees to defend, indemnify, and save the Town harmless from and against any and all claims, demands, suits or other forms of liability including reasonable attorneys' fees and costs that shall or may arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

### **ARTICLE III - UNION SECURITY**

- 3.1 All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement and all uniformed and investigatory employees hired subsequent to the date of the Agreement shall, as a condition of employment, be required to become members of the Union or agency service fee payer within forty-five (45) days after being hired, and to pay all dues or agency service fees and initiation fees levied by the Union.
- 3.2 The Union agrees to defend, indemnify, and save the Town harmless from and against any and all claims, demands, suits or other forms of liability including reasonable attorneys' fees and costs that shall or may arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

### **ARTICLE IV - SENIORITY**

- 4.1 The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department.
- 4.2 Whenever more than one (1) person is appointed to the Department or a supervisory rank on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance/promotion examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.
- 4.3 Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration.
- 4.4 An employee shall lose his/her seniority for the following reasons:
  - a. discharge for just cause, retirement, or resignation;
  - b. failure to give notice of intent to return to work after recall within fifteen (15) working days, or failure to return to work on the date specified for recall, as set forth in the written notice or recall.
  - c. failure to return to work upon expiration of a leave of absence;
  - d. layoff for a period of one (1) year or for a period equal to the employee's seniority, whichever is less.
- 4.5 Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.
- 4.6 Layoffs:

- a. The Town shall have the right to lay off employees for lack of work or funds or other reasons outside the Town's control.
- b. The duties performed by employees who have been laid off shall be reassigned to other employees within the bargaining unit.
- c. Separation from service due to disciplinary action or penalty will not be considered a layoff.
- d. Seniority for purposes of this Section 4.6 shall be defined as an employee's total length of continuous, full-time service, since his/her most recent date of hire. Full time bargaining unit members shall have seniority over part time bargaining unit members regardless of the total length of continuous service.
- e. Order of Layoff. The layoff of employees shall be done by classification subject to seniority within the classification. An employee laid off pursuant to this section, may bump the employee with the least seniority in a lower classification; provided that, if the employee is eligible to bump into more than one classification, the Town shall determine the classification into which the employee will be permitted to bump, so long as the base pay for such classification is not less than the base pay for another classification into which the employee is eligible to bump.
- f. Notice of Layoff or Recall. The Town will give written notice of a proposed layoff or recall to the employees involved and the Union's representative. This notice shall be sent to the employees by registered or certified mail at their last known home address as it appears in the records of the Department a minimum of two (2) weeks before the effective date of the layoff or recall. It is the employee's responsibility to notify the Department in writing of any change of address.
- g. Recall Rights:
  - 1. Recall. If the Town determines to fill a vacancy in a classification from which employees are laid off, such employees shall be recalled in the reverse order of lay off.
  - 2. Recalled employees shall be credited with sick leave, unless the same is limited or abridged by some other provision of this Agreement.
  - 3. Any employee who refuses recall shall lose all further recall rights. Further, failure to report to work within fifteen (15) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Police Department, shall relieve the Town of any further obligation under this Article. It is the employee's responsibility to notify the Police Department in writing of any change of address. Notwithstanding the aforesaid, upon written request of the employee, the Town may at its sole option extend the date when said employee must report back to work under this Section.

Failure of the Town to grant the requested extension shall not be a grievable matter by the employee or the Union.

4. An employee separated from service with the Town for more than three (3) months shall be required to successfully pass a physical examination by a licensed physician designated by the Town prior to returning to work. The cost of said examination shall be borne by the Town. In the event that the Town's physician finds the employee unfit for duty and the employee's physician finds the employee fit for duty, the two physicians shall choose a third physician to perform a physical examination. The third physician's findings shall be final and is not a grievable matter. The Town shall bear the cost of the third physician.
- 4.7 No newly appointed employee shall attain seniority under this Agreement until he/she has been continuously employed in the Department for a period of twelve (12) months following hire or the commencement of academy training whichever is later. During the probationary period, a probationary employee may be disciplined and/or discharged, and such discipline and/or discharge shall not be a violation of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to the time of his/her original appointment as a patrol officer.
- 4.8 While attending the Connecticut Police Academy, each employee shall work the scheduled hours prescribed by the Police Officers Standards and Training Council (POSTC) which will be considered the regular work schedule, until successful completion of the training academy.

## **ARTICLE V - GRIEVANCE PROCEDURE**

- 5.1 Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable.
- 5.2 Definition: A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:
  - a. Discharge, suspension or other disciplinary action;
  - b. Interpretation and application of rules and regulations and policies of the Police Department;
  - c. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.
- 5.3 Procedure:
  - a. Any employee may use this grievance procedure at Step One with or without Union assistance. Should an employee process a grievance through Step One prior to seeking Union aid, the Union may at its discretion process the grievance from the next succeeding step following that which the employee has utilized.

- b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
- c. All grievances shall state the specific section of the contract alleged to have been violated, the specific policy, procedure, rule or regulation alleged to have been violated, and the specific remedy requested.
- d. All grievances shall be processed in the following two (2) steps:

Step One: If an employee has a grievance, he or she shall file it in writing, with the Mayor no later than fifteen (15) days after the first occurrence giving rise to the grievance. Within fifteen (15) business days after the receipt of the grievance, the Mayor shall schedule a meeting with the grieved employee and union representative, if represented, to discuss the circumstances giving rise to the grievance. The meeting shall occur not later than fifteen (15) days thereafter. The Mayor shall render his or her decision, in writing, within fifteen (15) days after the meeting.

Step Two: If the Union is not satisfied with the decision rendered in Step One, the Union may within fifteen (15) days submit the grievance to the Connecticut State Board of Mediation and Arbitration with a contemporaneous copy to the Town. Either party may thereafter remove the grievance to the American Arbitration Association ("AAA"), with a contemporaneous copy to the other party, in accordance with the applicable rules and procedures. The moving party shall pay the cost of the AAA and the arbitrator. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. Only the Union can file for arbitration.

- e. 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.
- f. If the Employer fails to render a decision within any of the time limits specified above in the grievance procedure, the Union may proceed to the next step. The failure of the Employer to render a decision shall not be deemed as approval of the grievance.
- g. Any time limits specified in this Article, may be extended by mutual written agreement of the parties, provided that if a grievance is not submitted by the union to a higher step in the grievance procedure, it shall be deemed settled on the basis of the answer given in the last step considered.
- h. Either party shall have the right to employ a public stenographer or recorder and operator of its choice at any step in this procedure at its own expense.
- i. The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided herein for employees.

- j. The Union shall have the right and choice of representation during any step in the grievance procedure whenever representation is desired by the Union.
  - k. The Town shall have the right to be represented by Town Counsel and/or other counsel of its choice at any step in this Grievance Procedure.
- 5.4 In case of grievances over scheduling, the date of the event giving rise to the grievance is the date when the schedule is posted; provided, however, that if the employee in question is not scheduled to work on the date when the schedule is posted, the date of the event giving rise to the grievance shall be the employee's next working day. In the case of grievance over pay, the date of the event giving rise to the grievance is the pay day on which the pay is denied or omitted.
- 5.5 Arbitrator's jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.

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

- 6.1 No permanent employee shall be discharged, suspended, demoted or disciplined except for just cause.
- 6.2 Where the Town proposes to implement discipline greater than or equal to a three (3) day suspension, and up to, and including, termination, the Mayor shall, at least three (3) days before discipline is imposed 1) serve written notice on the employee and the Union setting forth: (a) the nature of the discipline proposed, (b) the general charges against the employee and the rules, if any, which the employee is alleged to have violated, and (c) offer to provide the employee with information concerning how to respond to the charges, and offer to provide the documentation, if any, relied upon by the Town; 2) provide the employee with an opportunity to meet, together with Union representation/Union attorney, if requested, with the Mayor in order to provide the employee with an opportunity in writing or in person, to make a defense with respect to the proposed discipline. The employee shall have the opportunity to present at the meeting available witnesses and/or documentation.
- 6.3 The Town shall notify the Union in writing of any disciplinary action or discharge within seven (7) days after its occurrence.
- 6.4 When any police officer is under investigation and subjected to interrogation, which could lead to disciplinary action, the officer may be ordered to respond to the questions. If the officer refuses to respond to questions or submit to interrogations, he/she shall be informed that the failure to reply fully and truthfully to the questions may result in



discipline for insubordination and related charges. The officer shall be further advised if ordered to respond to questions that his/her answers and any information or evidence gained by reason of his/her answers cannot be used against him/her in any criminal proceeding unless he/she knowingly and willingly provides false statements or information in his/her answers.

6. 5 Any non-probationary member who may be found guilty of charges and subjected to punitive measures or discharged, which shall only be for just cause shall have the right to appeal such decision as provided in Step Two of Section 5.3(d) above.
6. 6 Any employee who has been discharged and who is subsequently reinstated shall be reinstated without loss of seniority.
6. 7 When a member of the Department is relieved from duty for a period of one (1) day or less on the grounds that he/she is not fit for duty, before he/she is deprived of his/her pay for any day on which he/she was so relieved from duty, the member shall have the right to file a grievance, and exhaust his/her remedies under Steps One and Two of the grievance procedure (Section 5.3d).
6. 8 Disciplinary actions shall follow this order:
  - a. Verbal warning;
  - b. Written warning;
  - c. Written warning included with a meeting of the offending party, the Employer and the Union to discuss the incidents leading to disciplinary action;
  - d. Suspension; and
  - e. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the severity of the infraction.

Performance Observation Reports (PORs) may be used as verbal warnings. Employee warning reports with or without additional documentation will be used in Steps (b) and (c).

6. 9 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Employer, he or she may place the employee on administrative leave, without pay. Nothing shall prohibit the Town from reimbursing an employee where he/she is exonerated of the charge(s).

## **ARTICLE VII - SICK LEAVE**

- 7.1 Sick Leave shall be considered to be the absence from duty, with pay, for the following reasons:
  - a. Illness or injury, except where directly traceable to employment by an employer other than the Town of Montville.

- b. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
- c. Personal Leave. Employees may use up to eight (8) sick days per year as personal time. In order for an employee to schedule a personal day, an employee must provide 24 hours advance notice, unless the Employee need to attend to the illness or injury of Employee's spouse and/or children in which case as much notice as possible shall be given. Exceptions will be granted by the Mayor or his/her designee. Requests for the use of personal days shall not be unreasonably denied.

7.2 Workers' Compensation. Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- a. In the event an employee receives Workers' Compensation, the net difference between his/her regular base pay and compensation shall be paid by the Employer for a period not to exceed twelve (12) months. The intent of this provision is to ensure that employees do not earn more than base pay while receiving Workers' Compensation and differential pay.
- b. When an employee in the performance of his/her duty is exposed to a serious contagious disease and contracts this disease, he/she shall receive benefits equal to normal full pay for a period not to exceed twelve (12) months.
- c. The Town may require an employee receiving payment under Sections 7.2(a) or 7.2(b) above, to submit to the Town written medical reports from the employee's doctor(s), at least once a month, to certify that he/she is still injured, disabled, or ill, and is not capable of returning to his/her job with the Town, and that said employee has not reached the point of maximum recovery. Failure of the employee to provide said reports will relieve the Town of its obligation to make any payment to such employee under Sections 7.2(a) or 7.2(b) above, except as may be required by the Workers' Compensation Act.

7.3 Sick Leave Allowance

- a. Employees Hired Prior To May 11, 2009. Sick leave allowance shall be earned by each employee at the rate of one and one-quarter (1 1/4) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.
- b. Employees Hired After May 11, 2009. Sick leave allowance shall be earned by each employee at the rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months.

#### 7.4 Sick Leave Accumulation

- a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days.
- b. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his/her normal work week.
- c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, or vacation.
- d. Sick leave shall not continue to accumulate during leaves of absence without pay.
- e. An employee who retires due to a disability incurred within the scope of his/her employment shall be paid a lump sum of money that is equal to the number of sick days due such employee multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement.

#### 7.5 Medical Certificate and Inspections. A medical certificate signed by a duly licensed physician shall be required:

- a. For any period of absences consisting of more than three (3) consecutive working days, or whenever it appears the employee has a pattern of absenteeism.
- b. When it is reasonably presumed that a member of an employee's immediate family is suffering from a serious contagious disease which may endanger the health of other employees of the Department.
- c. After the sixth (6<sup>th</sup>) sick leave occurrence and each subsequent sick leave occurrence each calendar year. For purposes of this section, the term "occurrence" shall mean any absence from work as a result of illness or injury. Consecutive working days absence due to illness and/or injury is one occurrence. Upon the determination in the workers' compensation forum that a continuous absence from employment was work related, the absence will no longer count toward the determination of the number of sick leave occurrences. Nothing in this Article shall preclude or prohibit the Town from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers' Compensation Act.
- d. For prolonged illness or injury exceeding ten (10) consecutive days, a medical certificate from a licensed physician may be required from an employee for every two (2) week consecutive period the employee is absent from work, except that one medical certificate may be acceptable to the Town if it states that the employee will be unable to work for a specified period of time. In addition, the employee shall be required to provide the Town with a medical certificate prior to returning to work indicating that in the opinion of his/her physician the employee is able to return to work and perform all duties associated with his/her position.

- e. The failure of an employee to provide a medical certificate pursuant to Sections 7.5(a), 7.5(b), 7.5(c) and 7.5(d) of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, the employee may be subject to additional disciplinary action.
  - f. The Town may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits. In addition, said employee maybe subject to additional disciplinary action by the Town.
- 7.6 Reporting Illness. When an employee finds it necessary to be absent from duty on sick leave, he/she shall cause the fact to be reported to the Shift Supervisor not later than one (1) hour prior to his/her scheduled tour of duty, provided, however, that the employee working the previous shift must remain on duty until properly relieved.
- 7.7 Redemption of Accumulated Sick Leave.
- a. For employees hired prior to September 1, 1991, each employee upon normal retirement with ten (10) years of service, or service connected disability shall receive a lump sum of money that is equal to the number of sick days due such employee times the prevailing day rate of pay received by such employee on the date of such retirement or termination. The maximum number of such sick days to be paid to the employee shall not exceed ninety (90) days. Notwithstanding the aforesaid, employees hired prior to September 1, 1991, who have accumulated more than ninety (90) days as of September 1, 1994, shall be paid up to the maximum shown in Appendix B, attached hereto and made a part hereof.
  - b. For Employees hired on or after September 1, 1991, each employee upon normal retirement with ten (10) years of service, or service connected disability shall receive a lump sum of money that is equal to the number of sick days due such employee times the prevailing day rate of pay received by such employee on the date of such retirement or termination. Notwithstanding the aforesaid, the maximum number of sick days to be paid the employee shall not exceed seventy-five (75) days.
  - c. Upon the service connected death of an employee, his/her survivors/estate shall be paid a lump sum of money that is equal to the number of sick days due such employee, as specified in Section 4 above, times the prevailing day rate of pay received by such employee on the date of such death.
- 7.8 Sick Leave Records. The Department shall maintain a record of each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union, when requested, but not more than every three (3) months.

## **ARTICLE VIII - FUNERAL LEAVE**

- 8.1 Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his/her spouse, child, mother or father.
- 8.2 Special leave of three (3) working days without loss of pay, beginning with day of death, shall be granted to an employee in the event of death to his/her sister, brother, mother-in-law, father-in-law, to attend the funeral or memorial service.
- 8.3 Special leave of one (1) working day without loss of pay, shall be granted an employee in the event of the death of his/her brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother, or grandchild not domiciled in the employee's household, to be taken to attend the funeral or memorial service.
- 8.4 Under extenuating circumstances of hardship, an employee may, at the sole discretion of the Mayor, be granted three (3) additional days of compensatory time or vacation days or sick leave to be taken within ten (10) days of the date of death of any of the persons named in Sections 8.1, 8.2 and 8.3 of this Article. The decision of the Town shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE IX - CLOTHING ALLOWANCE**

- 9.1 The Town at its expense shall continue to furnish each employee necessary uniforms and equipment at the time of his/her employment and such equipment and clothing as necessary during employment.
- 9.2 Effective July 1, 2017, the Town shall give each employee covered by this Agreement a shoe allowance of two hundred dollars (\$200.00) dollars annually. Such allowance shall be paid no later than September 15<sup>th</sup> annually.
- 9.3 It is mutually understood and agreed that all uniforms and equipment purchased under this Article are the property of the Town. Upon leaving the service of the Town, irrespective of the reason, all such uniforms and equipment shall be returned to the Town.

## **ARTICLE X - HOLIDAYS**

- 10.1 Employees who are on a scheduled day off shall have the option to either receive nine (9) hours of pay at their straight time rate or may elect to take nine (9) hours of compensatory time for the following holidays, whether or not they work those holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Employee's Birthday, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 10.2 Employees may elect to take such compensatory time off at any time after the date of the holiday, subject to the operating requirements of the Department; however, any unused

compensatory time off for holidays shall be allowed to accumulate up to a maximum of thirty (30) days for any employee.

- 10.3 a. Holidays shall be observed on the actual day of the Holiday.
- b. An employee working on a holiday shall receive one and one-half (1 ½) times his/her regular hourly rate for all hours worked. In addition, any employee working on a holiday shall receive, at his/her option either nine (9) hours and ten (10) minutes of compensatory time or nine (9) hours and ten (10) minutes pay.
- 10.4 The Department shall maintain a record for each employee of all compensatory time taken and accumulated, and shall furnish a copy to the Union, upon request, but not more than every three (3) months.
- 10.5 In the event two (2) or more employees simultaneously elect the same days for compensatory time off, the senior employee shall be given preference.

#### **ARTICLE XI - OVERTIME**

- 11.1 All overtime duty shall be paid at the rate of one and one half (1½) times the regular hourly rate for all hours thereof in excess of the regular shift or the regular work schedule.
- 11.2 Employees who are ordered or called in to work on their regular days off, whether for a full shift or less, shall be paid not less than four (4) hours at the rate of one and one half (1½) times his/her regular hourly rate, unless such hours are contiguous to their regularly scheduled shift.
- 11.3 When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, he/she shall be paid not less than two (2) hours at a rate of one and one half (1½) times his/her regular rate.
- 11.4 Overtime pay shall not be subject to the minimum hours' provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.
- 11.5 All overtime assignments shall be allocated by means of a card file system (or updated electronic overtime scheduling system). Said system shall consist of cards, each bearing the name of an employee who has indicated his/her desire for such overtime work. As overtime becomes available, assignments shall be offered on a rotation basis. The cards of employees accepting overtime and the cards of employees who reject such overtime without a reasonable excuse, shall be placed at the rear of the file. The card filing system (or updated electronic overtime scheduling system) shall be administered by the Sergeant/Lieutenant.
- 11.6 New employees to the Department who indicate their desire to such overtime work shall have their cards placed at the rear of the file.

- 11.7 Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.
- 11.8 In accordance with past practice, full time employees shall be given first offering for overtime assignments where full time employees are scheduled to work. The Union agrees to allow part-time employees to fill vacancies in the event no full timer is available.
- 11.9 In the event of a violation of this Article, the Employer shall offer the aggrieved employee the next available overtime opportunity as the sole remedy.
- 11.10 The following holdover / order in procedure applies when any operational need for additional staffing requires mandatory assignment of employees: by the rotation of the officer next in the holdover/order in book and who is working the shift immediately preceding the vacancy. If all officers on the immediately preceding shift are unavailable (e.g. due to maximum hours worked or scheduled for the shift immediately following vacancy), the officer next in the holdover/order in book and who is working the shift following the vacancy will be ordered in early. Any holdover or order in made in accordance with this section will be entered in the mandatory holdover/order in book by the officer making such order.

Any operational need for additional staffing requiring mandatory assignment shall include, but not be limited to, public safety related issues or functions, serious incidents, and parades; but is not intended to include mandatory training, meetings, or other internal departmental administrative tasks.

## **ARTICLE XII - VACATIONS**

- 12.1 Employees hired prior to July 1, 2016, shall be granted time off with pay for vacations according to the following schedule:

2 weeks after 1 year\*  
3 weeks after 5 years  
4 weeks after 10 years  
4 weeks and 1 day after 16 years  
4 weeks and 2 days after 17 years  
4 weeks and 3 days after 18 years  
4 weeks and 4 days after 19 years  
5 weeks after 20 years

\*After six (6) months of employment, an employee may be advanced one (1) week of vacation.

Employees hired after July 1, 2016, shall be granted time off with pay for vacations according to the following schedule:

2 weeks after 1 year\*  
3 weeks after 5 years  
4 weeks after 10 years

\*After six (6) months of employment, an employee may be advanced one (1) week of vacation.

For employees who receive three (3) or more, but less than five (5) weeks of vacation each year, one (1) week must be used in a consecutive block of five (5) work days. For employees who receive five (5) weeks of vacation each year, at least two (2) weeks must be used in a consecutive block of five (5) work days.

- 12.2 The annual vacation period shall commence on the employee's anniversary date and each employee shall be afforded the opportunity to be off on vacation within one (1) year of said date. Vacation time must be taken, if at all, during the aforesaid year and cannot be thereafter accumulated.
- 12.3 An employee's vacation shall be determined on the anniversary date of his/her employment. Whenever there is a conflict in requested vacation days, preference shall be given to employee according to seniority, unless the least senior employee has already made the request. Regardless of seniority, an employee may not preempt a vacation, which another employee has already been granted. The request for vacation period is subject to prior approval by the Lieutenant who shall grant or deny the request within ten (10) business days of the request. The request shall not be unreasonably denied, however, consideration will be given to the operating requirements of the Department. Requests for a vacation period of five days or more will be granted if the request is made more than 90 days prior to the commencement of the requested vacation period.
- 12.4 Prorated accumulated vacation pay shall be given to employees upon termination or retirement from Town services, except in the instances of dismissal for cause or voluntary termination without two weeks notice.
- 12.5 In the event of an employee's death, his or her prorated accumulated vacation pay shall be paid to his or her estate.
- 12.6 Employees shall take their vacation periods during the course of their annual vacation period and will not be cumulative. The request for vacation time shall identify the dates requested as well as any contiguous days off. This will be known as the vacation period. Vacations shall not be taken in segments of less than one (1) day.
- 12.7 An employee, on or after his or her anniversary date, may request in writing to the Mayor that up to fifty (50%) percent of the employee's annual vacation leave be paid to him or her at his/her straight time hourly rate in lieu of the employee taking said vacation leave. The failure of the Mayor to grant such a request shall not be a grievable matter.



- 12.8 Employees desiring to take vacation time off from work any time during the year must notify the Lieutenant thirty (30) days in advance, except in emergency situations where as much advance notice as practicable shall be provided.
- 12.9 An employee may not change or cancel a vacation period except with prior approval of the Lieutenant, which approval shall not be unreasonably denied. The Lieutenant shall not revoke a previously authorized vacation or schedule work on contiguous days off that were identified as part of the vacation period, except in cases of emergency.

### **ARTICLE XIII - HOURS OF WORK**

- 13.1 The regular work cycle shall be five (5) consecutive days, nine (9) hours and ten (10) minutes per day, with three (3) consecutive days off. This cycle shall be followed throughout the calendar year.
- 13.2 a. The work period shall consist of fifty-six (56) days and shall comply with the Federal Fair Labor Standards Act. The Department shall maintain three 9 hour and 10 minute patrol schedules:
- |         |                         |
|---------|-------------------------|
| Squad A | 7:50 a.m. to 5:00 p.m.  |
| Squad B | 3:50 p.m. to 1:00 a.m.  |
| Squad C | 11:50 p.m. to 9:00 a.m. |
- b. Bids will be made on December 1<sup>st</sup> for the January through April bid cycle. Bids will be made on April 1<sup>st</sup> for the May through August bid cycle. Bids will be made on August 1<sup>st</sup> for the September through December bid cycle. Bids will be granted by seniority. A work schedule, using different shifts-may be implemented, upon written approval of the Town and the Union.
- 13.3 Employees working the following shifts or filling the assignments identified below shall be an exception to Section 13.2 above:
- a. At least one Lieutenant or Sergeant shall work a permanent day shift. The hours of work shall be with the hours of 8:00 7:50 a.m. to 5:00 p.m., Monday through Friday on week one and Tuesday through Friday on week two making a 5/2 and 4/3 rotating schedule.
- b. Officer(s) assigned as Detective shall work a permanent day shift with alternating Monday or Friday as their day off on a 5/2 and 4/3 schedule, with all assigned Detectives alternating the same day off (i.e. all alternating Mondays or all alternating Fridays). The bi-weekly scheduled day off shall be chosen annually by January 1st each year, by seniority with the most senior officer assigned as a Detective having preference.
- c. Officer(s) assigned as DARE officer(s) shall work the hours of 7:50 a.m. to 5:00 p.m., Monday through Friday on week one and Tuesday through Friday on week two making a 5/2 and 4/3 rotating schedule while school is in session. Officer(s)

assigned as DARE officer(s) shall return to an assigned patrol shift in accordance with Section 13.2 following the last day of the school year, as needed.

Employees working the 5/2 and 4/3 rotating schedule outlined in this section shall be granted additional days off (administrative days) commensurate with the number of pay weeks in a calendar year, the accrual schedule of which will be provided to employees in this class by January 1st of each year. "Administrative days" are leave days, not to exceed seven (7) in any calendar year, afforded to employees working a 5/2 and 4/3 schedule to equalize the number of regular work days/days off of employees on a such schedule with those employees working a 5/3 schedule.

Nothing in this section shall alter, in any way, the Town's management rights, powers and authority to manage its own operations, as recognized in Article XXIV of this Agreement.

- 13.4 Employees shall be paid weekly on Thursday.
- 13.5 Employees shall only be required to work the hours of the work period to which they are assigned. Personnel who may be transferred to another division or promoted shall be an exception to this Section.
- 13.6 Once designated and in the manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed without the express approval of the employee, provided however, that no employee shall be allowed to contravene the other Articles or Sections of this Agreement.
- 13.7 No employee shall work more than two (2) nine (9) hour and ten (10) minute consecutive shifts, except if so ordered in an emergency situation. Any employee ordered to work more than two (2) consecutive shifts shall be afforded at least four (4) hours off-duty time prior to returning to duty.
- 13.8 During each nine (9) hour and ten (10) minute tour of duty, employees shall be allowed thirty (30) minutes for lunch.
- 13.9 All work schedules shall be completed and posted on the Departmental Bulletin Board not later than five (5) days in advance of the date when the working period changes.
- 13.10 In accordance with past practice, part-time employees may work as a supplement to full time employees, to staff shifts not scheduled to be worked by full time employees, and to fill shifts where no full time employees are available.
- 13.11 At no time will there be less than two (2) officers on any patrol shift. This applies to patrol shifts and can be made up of Patrolmen and Patrol Supervisors inclusive. Part-time employees shall not make up more than fifty (50%) percent of the total staffing of any patrol shift, unless there are insufficient full time employees available to staff said shift.
- 13.12 During each nine (9) hour and ten (10) minute tour of duty, each regular employee shall be allowed two (2) fifteen (15) minute coffee breaks, to be taken within the Town limits.

## ARTICLE XIV – EXTRA POLICE DUTY

- 14.1 The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty for which an employee is paid by the Town and the Town is reimbursed by some other entity outside the Town of Montville. For purposes of this article, the Town of Montville includes the Town of Montville Board of Education and/or Gardner Lake Association.
- 14.2 The Town will administer the scheduling of work for outside employers and the payment of wages for outside employment to Employees.
- 14.3 Extra Police Work assignments shall be allocated by means of a card file system (or updated electronic overtime scheduling system). Said system shall consist of cards, each bearing the name of an employee who has indicated his/her 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 at the rear of the file. Any Union officer shall have access to such records at any time. For purposes of this Article, "reasonable excuse" means the employee is already working the shift being offered, acceptance of the shift would require the employee to work beyond two (2) consecutive full shifts, or the employee is on any departmentally approved leave, i.e., vacation day, sick day, personal leave day or holiday leave day. If such employee agrees voluntarily to work on his/her vacation, personal or holiday leave day, such employee's card shall be placed at the rear of the file.

Contact shall be attempted with an employee to offer them extra police work. Attempted contact shall be, at a minimum, a phone call with a voice mail left for the employee. For extra police work to be filled within twenty-four (24) hours, once interpersonal contact has been made and/or a voicemail has been left for an employee, the next employee shall be contacted in order to complete the hiring.

- 14.4 Employees working on Extra Police Work Assignment shall be paid in accordance with the following minimum and hourly rate for the duration of this Agreement. Said minimums shall be for four (4) hours or less work. Non-Town job assignments involving more than four (4) hours and less than eight (8) hours shall be paid a minimum of eight (8) hours. Extra Police Work shall be paid on an hourly basis as indicated below:

a. Effective July 1, 2010:

	Patrol Officer/Det./Sgt./Lt. <u>School Gardner/Lake</u>	Patrol Officer/Det./Sgt./Lt. <u>All Other Work</u>
Minimum	\$140.00	\$168.00
Hourly	\$35.00	\$42.00

b. Effective July 1, 2015:

	Patrol Officer/ Det./Sgt./Lt. (School/Gardner Lake)	Patrol Officer/Det./Sgt./Lt. (All Other Work)
Minimum	\$140.00	\$176.00 per day
Hourly	\$35.00	\$44.00 per hour

- c. Effective upon ratification of July 1, 2016 CBA:  
 Patrol Officer/ Det./Sgt./Lt. Patrol Officer/ Det./Sgt./Lt.  
 (School/Gardner Lake) (All Other Work)  
 Minimum 4 hours pay  
 Time and one-half of assigned officer's rate \$50.00 per hour
- d. Effective July 1, 2017: \$52.00 per hour
- e. Effective July 1, 2018: \$54.00 per hour
- f. Effective July 1, 2019: \$56.00 per hour
- 14.5 Extra Police Work assignments shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such Extra Police Work assignments. Only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.
- 14.6 Whenever a member works more than eight (8) hours in any one (1) day for the same employer, such hours that exceed eight (8) hours shall be paid at the rate of time and one-half (1½).
- 14.7 A member who works on a Saturday shall be compensated at the rate of time and one-half (1½) for such work and a member who works on a Sunday or Holiday shall be compensated at the rate of double (2) time. These assignments shall be assigned by use of a separate card file (or electronic scheduling system).
- This Section shall not apply to School/Gardner Lake assignments.
- 14.8 a. Extra Police Work shall be paid by the Town through the Town payroll system and the Town shall bill the user.
- b. The Town shall be responsible for the billing and record-keeping for Extra Police Work.
- 14.9 Employees assigned to the Gardner Lake Patrols shall be paid a minimum of four (4) hours.

#### **ARTICLE XV - RATE OF PAY**

- 15.1 Employees covered by this Agreement shall be paid in accordance with Schedule "A" attached. Except as otherwise specified in this Agreement, an employee shall be paid the straight time rate of pay for all time for which the employee is entitled to compensation pursuant to the provisions of this Agreement.

Upon employment, all certified employees shall be placed at Grade C, all uncertified employees shall be placed at Grade D and shall advance to Grade C upon the attainment of certification.

Following the completion of three (3) years of service with the Department, employees shall advance to Grade B. Following the completion of five (5) years of service with the Department, employees shall advance to Grade A. Following the completion of eight (8) years of service with the Department, employees shall advance to Master Patrol Grade.

- 15.2 Notwithstanding the foregoing, new employees may be hired up to Grade B, based on credit for at least five (5) years police experience, after POST certification, provided the same is approved by the Mayor. The employee shall advance through the remaining Grades pursuant to Section 15.1, until Master Patrol Grade is reached.
- 15.3 a. Effective and retroactive\* to July 1, 2016, the salary schedule in effect June 30, 2016, shall be adjusted by five percent (5%) for Lieutenants, three and one-quarter percent (3.25%) for Sergeants and two and three quarters percent (2.75%) for all other employees.
- b. Effective and retroactive\* to July 1, 2017, the salary schedule in effect June 30, 2017, shall be increased by two and one-half (2.5%) percent.
- c. Effective July 1, 2018, the salary schedule in effect June 30, 2018, shall be increased by two and one-half (2.5%) percent.
- d. Effective July 1, 2019, the salary schedule in effect June 30, 2019, shall be increased by two and one-half (2.5%) percent.

## **ARTICLE XVI - INSURANCE**

- 16.1 This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall prevail.

Eligibility: The Town shall provide eligible employees who are full-time and regularly work thirty (30) or more hours per week, and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan with Vision Care or comparable or better-group health and hospitalization insurance.

Newly hired employees are not eligible for coverage until the first of the month following thirty (30) days of employment, i.e., if an employee commences work on April 15<sup>th</sup>, he/she will not be eligible for insurance coverage until June 1<sup>st</sup>.

Change of Carriers/Funding Arrangements: The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self and/or fully insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are comparable or better than the conventional Insurance set forth above.

Group Medical: Effective as soon as possible after full ratification of the July 1, 2016-June 30, 2020 Collective Bargaining Agreement, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix C.

As a secondary plan to the HDHP, the Town will offer employees hired prior to July 1, 2017 a PPO, hospitalization, vision and dental insurance plan as described in Appendix C. Employees choosing to participate in the PPO Plan are subject to a "buy up", which is the cost difference between the total annual cost for the PPO (i.e., the allocated rate for the selected coverage (single, two person, family) and the employer's total cost for the HDHP/HSA, exclusive of any deductible funding (i.e., the allocated rate for the selected coverage (single, two person, family) minus the employee cost share).

Any employee hired on and/or after July 1, 2017, must enroll in the HDHP/HSA and cannot buy up to the PPO plan.

- 16.2 Life Insurance. For all full time hourly paid employees, the Town shall provide a \$50,000 Life Insurance Policy. In addition, for all part-time hourly employees, the Town shall provide a \$20,000 Life Insurance Policy. Additionally, Employees may purchase at their sole expense additional life insurance coverage through the Town, provided the same is available through the Town's insurance provider at the Town's actual cost.
- 16.3 Group Long Term Disability Insurance. The Town will provide Long Term Disability Coverage after ninety (90) days of absence. Employees will be responsible for paying fifty percent (50%) of the cost of said coverage. An employee shall have deducted, after tax, from his/her monthly wages the applicable amount.
- 16.4 Group Dental Coverage: Full dental coverage under Riders A, B, C and D. Employees are responsible for paying the full cost associated with Riders B and/or C, at the Town's rate.
- 16.5 Cost Shares and HSA Funding

**Cost Shares:**

Effective July 1, 2015 until the implementation of the HDHP and/or buy up plan following the ratification of the July 1, 2017-June 30, 2020 Collective Bargaining Agreement, each employee shall be responsible for sixteen percent (16%) of the applicable allocation rate determined by the insurance carrier or administrator for all PPO health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An

employee shall have deducted from his/her monthly wages the applicable amount.

Effective as soon as practicable following the ratification of the July 1, 2016-June 30, 2020 Collective Bargaining Agreement, each employee shall be responsible for eleven percent (11.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits with Vision Rider, but excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2018, each employee shall be responsible for twelve percent (12.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits with Vision Rider, but excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2019, each employee shall be responsible for twelve and one-half percent (12.5%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits with Vision Rider, but excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

#### **HSA Funding:**

Effective as soon as practicable following the ratification of the July 1, 2016-June 30, 2020 Collective Bargaining Agreement, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provided the employee has set up an HSA. The payment shall be made at the start of the plan year (up front plan year).

Effective July 1, 2018, the Town shall contribute fifty percent (50%) of the deductible for the HDHP, provide the employee has set up an HSA. The payment shall be made at the start of the plan year (up front plan year).

Effective July 1, 2019, the Town shall contribute fifty percent (50%) of the deductible for the HDHP, provided the employee has set up an HSA. The payment shall be made at the start of the plan year (up front plan year).

Employees have the ability to elect once per year to have a portion of their wages directed to their HSA per pay period.

In lieu of a non-taxable contribution to an individual's HSA, the Town shall pay individuals ineligible to open an HSA, but who have otherwise enrolled in the HDHP, the same gross amounts as set forth above on a taxable basis.

## 16.6 Insurance Waiver

- a. Notwithstanding the above, employees may elect to waive, in writing, all health insurance benefits and, in lieu thereof, be remunerated in the amount of fifty (50%) percent of the premium saved by the Town at the time of the waiver, because of said waiver, or in accordance with the following schedule, whichever is less:

Coverage	Payment
Single	\$2,000
Two-Person	\$2,500
Family	\$3,000

- b. Where a change in an employee's status prompts the employee to resume Town-provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
- c. Notice of intention to waive insurance coverage must be sent to the Mayor not later than May 1st, to be effective on July 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.
- 16.7 The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a pre-tax, rather than an after-tax basis.
- 16.8 Employees are not eligible to receive any stipend for the waiver of insurance coverage if they are covered under any type of Town of Montville insurance including Montville Board of Education (BOE) coverage.

## **ARTICLE XVII - UNION BUSINESS LEAVE**

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



- 17.2 The President of the Union or his/her designee and one (1) employee alleged to be aggrieved member 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 member is scheduled to be on duty.
- 17.3 Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Council, State or National educational conferences; provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed five (5) working days.

In no event shall this leave be granted to more than one (1) employee on duty on any given shift.

#### **ARTICLE XVIII - MILITARY LEAVE**

- 18.1 The Town will comply with its obligations under Federal and/or State law(s).

#### **ARTICLE XIX - PENSION**

- 19.1 The Town shall provide to all members of the bargaining unit the State Municipal Employees Retirement Fund (C.M.E.R.S.).
- 19.2 Employees shall receive and be given credit for all past years of municipal service in the pension fund (C.M.E.R.S.) and the Town shall pay the cost for such past service liability.

#### **ARTICLE XX - GENERAL PROVISIONS**

- 20.1 The Police Department will continue to furnish such equipment as is presently furnished, and whenever possible, furnish such additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.
- 20.2 Clothing, watches, cellular phones, dentures and eye glasses damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours. The maximum amount to be paid by the Town for each item under this Section shall be five hundred dollars (\$500.00) per incident.
- 20.3 The Town shall assume full responsibility for any police officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his/her staff to act in his/her behalf, unless it is proven to be a willful and wanton act.
- 20.4 The Union President or designee shall give to each employee, and to each new employee when he or she is hired, a copy of this contract, an identification card and a copy of the Rules and Regulations of the Department.

- 20.5 Bulletin Board. The Town shall designate one bulletin board with a locked, glass case on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union Business. The Union may post notices by individual employees and notices concerning legitimate Union business. Both the Mayor and the Union shall maintain a key to the bulletin board. In the event that the Mayor determines that a posting falls outside the subjects allowed under this section, he/she shall notify a Union officer then on duty, in advance, when reasonable, of the Town's intent to remove the posting.
- 20.6 Employees shall not be required to make any mechanical repairs, oil changes or change flat tires of Department motor vehicles, except in an emergency, but shall keep vehicles clean.
- 20.7 Employees shall not be required to perform any function normally done by another Town Department, agency, or private concern, except in an emergency.
- 20.8 Personnel Files: All employees shall have the right to access and to the review of all their personnel files upon reasonable request to the Mayor and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request. All personnel files shall be kept in the Town Hall or the Administrative Lieutenant's/Sergeant's Office as determined by the Mayor. The Town shall notify an Officer of any F.O.I. requests for his/her personnel file prior to release.
- 20.9 Employees shall receive a copy of all communications that are to be entered into their personnel files and identified as such and shall initial such communications prior to entry. For purposes of this section, personnel files do not include those documents maintained by the Finance Department. The employee shall initial said communication no later than three (3) working days after receipt. Failure to initial said communications within the three (3) day limit shall result in disciplinary action. Any communications that is in the nature of a complaint, charge or allegation for which the Department elects to take no official action shall be removed from the personnel file. Nothing contained therein shall require the Town to destroy or remove from its official records any written document which constitutes a public record or which the State's Attorney or Chief Prosecutor's Office wants kept in the Department files.
- 20.10 The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown or work stoppage during the term of the Agreement.
- 20.11 All memoranda of understanding heretofore or hereafter entered into between the parties to this Agreement are and will be incorporated in this Agreement as though fully set forth herein.
- 20.12 End of Year Bonus. Each full time employee shall receive annually from the Town an end of year bonus of three hundred dollars (\$300) if under twenty (20) years of service and an end of year bonus of \$400 with twenty (20) or more years of service.

- 20.13 Under normal circumstances, no officer on any shift shall take a lunch period at the same time as any other officer.
- 20.14 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.
- 20.15 The Lieutenant will answer to the Resident Trooper and in his/her absence, to the Town of Montville Chief Executive Officer.
- 20.16 Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers, including wearing and utilizing appropriate safety gear as is reasonably possible.
- 20.17 The Town will utilize the Law Enforcement Council of Southeastern Connecticut in the development and administration of all promotional written examinations and oral interview panels. The written examination shall be administered prior to any interviews and it will be the combined average of both tests in determining a final score. If the Town elects to conduct a promotional exam, it shall post notice of said examination at least thirty (30) days prior to the examination. The final score shall be valid for a period of 365 calendar days from the date of the final interview when making promotions.
- 20.18 Detective. As of January 1, 2013, the Town grandfathers then current Detectives, Thomas Occhialini and David Radford in their assignments. The experience and qualifications required for consideration to the Detective assignment in the future include at least three (3) years as a POST Connecticut certified police officer with the three (3) most recent years as a Montville Police Officer. Future Detective assignments shall be for three (3) years (unless ended earlier by mutual agreement and/or cause), subject to renewal, if desired by both the Town and Detective.
- 20.19 All employees are required to provide the Department with a current primary contact telephone number, which number(s) shall be used by the Department for official use only, including, but not limited to, contacting employees for purposes of assigning Extra Police Work.
- 20.20 Employees required to attend any court proceeding or external administrative hearing or required to meet with a member of the office of the State's attorney or Administrative Hearing Officer for any purpose directly related to their police work for the Town shall be paid a minimum of four (4) hours at a rate of one and one half (1 ½) times his/her regular rate if such time falls during their regular day off and a minimum of two (2) hours at a rate of one and one half (1 ½) times his/her regular rate if such time falls on a regular working day and when the overtime hours so worked are not contiguous with the employee's regular duty hours. This provision does not apply to any other matters, including, for example, those involving an officer's employment and/or Union grievances and prohibited practice charges.

## **ARTICLE XXI - SAVINGS CLAUSE**

- 21.1 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.
- 21.2 Unless expressly abridged or relinquished by a specific Section of this Agreement, the rights, powers and authority held by the Town, pursuant to any charter, general or special statute, ordinance regulation, or other lawful provision, over matters involving the municipality, and the complete operational control over its employees shall remain vested solely and exclusively in the Town.

## **ARTICLE XXII - CIVILIAN COMPLAINTS PROCEDURE**

- 22.1 Any civilian seeking to make a complaint against an employee or group of employees shall be advised that such complaint should be made in writing and under oath to the Mayor or the Resident Trooper or the Sergeant within ninety (90) calendar days of the date of the incident. Notwithstanding the foregoing, this shall not preclude the Mayor or the Resident Trooper or the Sergeant from investigating any complaint that involves potential criminal or civil liability to the Town or an employee or both, as determined by the Town, irrespective of whether the complaint is in writing or when such a complaint is filed.
- 22.2 The accused employee or group of employees shall be given a copy of any written civilian complaint before any pre-disciplinary conference and/or disciplinary action can be implemented.
- 22.3 When a complaint has been received, either the Mayor, the Resident Trooper, the Sergeant and/or an employee so designated by the Town, shall conduct an investigation and interview the complainant and all witnesses who shall give sworn statements to any allegations relating to any employee or group of employees. Notwithstanding the aforesaid, absence of the sworn statement shall not preclude an investigation. If the complaint concerns an employee of the Town and an employee of the State Police, the Mayor may allow the State Police to conduct an investigation. Upon completion of the investigation, if disciplinary action is contemplated, the Mayor and the employee will be provided a complete copy of the investigation, including all witness statements.
- 22.4 Any employee(s) or group of employees interviewed shall have the right to be represented by a Union representative, at any meeting which the employee(s) may be subject to interrogation. If the interview is to be recorded, the employee(s) shall have the right to bring a recorder also. The employee(s) shall be given a copy of any statement(s) given by the employee(s).
- 22.5 If no charges are preferred against the employee or group of employees who are the subject of any civilian complaint within ninety (90) calendar days from the completion of the Town's investigation of said complaint, as determined by the Mayor, or within ninety (90) calendar days from the decision of any court of competent jurisdiction or any appeal

therefrom which may consider any matter related to or regarding said charges, whichever date is later, the Town shall be barred thereafter from charging any employee or group of employees.

- 22.6 If the Mayor or the Resident Trooper or the Sergeant, or their designee, intend to display photographs of employees to a complainant for the purpose of identification, the Mayor or the Resident Trooper or the Sergeant shall notify the Union in writing and permit a Union officer to be present at the photograph display in order to insure that the photographs or method of display is not impermissibly suggestive. If the Union officer objects to the display of photographs, then such objection shall be duly noted and made a matter of record.

### ARTICLE XXIII - COLLEGE INCENTIVE

- 23.1 An employee who has successfully completed a credited police-related course in a given semester at a fully accredited college or university which has been pre-approved in writing by the Mayor shall be reimbursed by the Town for the course tuition and for the expense of the books required in connection with said course as stipulated in Section 23.2. Provided, the aforementioned reimbursement shall only be granted in connection with one (1) course per semester to a maximum of two (2) courses per fiscal year.
- 23.2 Upon completion of any approved course, the employer shall reimburse the employee for the expense of the books and the cost of the course, according to the following percentages.

Grade A & B	100%
Grade C	75%
Grade D and below	0%

In the case of certifications graded Pass/Fail, Pass shall be 100% and Fail 0%.

- 23.3 Since the rationale for the Town paying the cost of such courses and classes is that such education will significantly improve the work quality and performance of the employee, thereby benefitting the Town, any employee voluntarily resigning or terminated for cause shall refund the following percentages of contributions made by the Town towards their education, either by direct payment or by deducting of the appropriate amount, in accordance with the table below, from said employee's terminal pay:

<u>Termination Period</u>	<u>Refund</u>
Employee leaves within one (1) year from completion date of course	100%
Employee leaves within 1 – 2 years from completion of the date of course	80%
Employee leaves within 2 – 3 years from completion date of course	50%
Employee leaves over 3 years from completion date of course	0%

- 23.4 Employees participating in any such professional education shall do so during non-working hours, unless otherwise approved by the Mayor. No compensation will be paid to employees for any hours in attendance at said courses, during non-working hours, since it is mutually understood and agreed that attendance is voluntary.

23.5 The Town agrees to pay wages, provide benefits and reimburse/pay for equipment expenses related to the training and education of Employees during the POST C Academy basic training course (ABTC). The parties acknowledge that the aforementioned training and education is valuable consideration, enhancing employees' employment opportunities and, therefore, agree that any employee who voluntarily resigns and performs law enforcement actively during the termination period set forth in Section 23.6 below shall reimburse the following percentage of payments made by the Town, either by direct payment or by deducting of the appropriate amount, from said employee's terminal pay and/or benefits, in accordance with Section 23.6. Notice of this obligation shall be given to the employee in writing, with the conditional offer of employment. In the event that, pursuant to Connecticut General Statutes § 7-294dd or any other relevant statute, a portion of these expenses is paid to the Town by a different entity, the employee shall be responsible for the difference between the percentage paid and that set forth below.

<u>Termination Period</u>	<u>Refund</u>
Employee leaves within one (1) year from completion date of ABTC	100%
Employee leaves within two (2) years from completion date of ABTC	75%
Employee leaves within three (3) years from completion date of ABTC	50%
Employee leaves more than three (3) years from completion date of ABTC	0%

#### **ARTICLE XXIV - MANAGEMENT RIGHTS**

24.1 The Union recognizes that, subject to the terms of this Agreement, management has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:

- a. Establishing standards for productivity, determining the objectives of municipal departments, determining the methods and means of fulfilling those objectives including directing, selecting, increasing, and decreasing the staff through hiring, promotion, assignment, transfer, demotion, suspension, discharge, and layoff;
- b. To maintain discipline and efficiency of employees; to prescribe rules to that effect;
- c. To establish and change protection standards and quality standards in accordance with existing statutes;
- d. To determine the need for removing, replacing, and purchasing new equipment;
- e. To determine the need for purchasing from outside sources products or the maintenance of said products;
- f. The right to introduce new and improved methods or improve old methods of operation.
- g. To determine the need to add, alter, or discontinue services and programs.

- h. To take necessary action to fulfill its objectives in emergencies.
  - i. The right to direct, control, discipline, evaluate, and supervise officers.
  - j. The right to institute technological changes.
  - k. the operation and direction of the Police Department;
  - l. the increase, change or discontinuation of operations in whole or in part;
  - m. the revising of processes, systems or equipment;
  - n. the alteration, addition, or elimination of existing methods, equipment, or facilities;
  - o. the determination of the location, organization, number and training of personnel of the Police Department;
  - p. the management of its operation; direct, select, decrease and increase the work force;
  - q. the hiring, promotion, demotion, transfer, suspension, discharge or lay-off of the work force;
  - r. the scheduling of operations;
  - s. the establishment and change of standards and quality standards;
  - t. the determination of the qualifications of employees;
  - u. the efficient running of the department;
- 24.2 The Town's or the Union's failure to exercise any right in a particular way, shall not be deemed a waiver of any right or preclude the Town or the Union from exercising the same in some other way not in conflict with the provisions of this Agreement.

#### **ARTICLE XXV - RESERVED FOR FUTURE USAGE**

#### **ARTICLE XXVI - DURATION**

- 26.1 This Agreement shall be in effect on July 1, 2016 and shall remain in effect until June 30, 2020, and thereafter shall continue in effect from year to year except that it may be amended at any time by mutual agreement, or upon any anniversary of said Agreement by giving to the other party not less than one-hundred fifty (150) days written notice of intention to propose 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, said parties have caused their names to be signed this 30<sup>th</sup>  
day of AUGUST, 2017. 5/31/17 @

Signed, Sealed and Delivered  
in the Presence of:

Constance Malchiodi  
Constance Malchiodi  
Witness

Pamela Bonanno  
Witness PAMELA BONANNO

Constance Malchiodi  
Constance Malchiodi  
Witness

Pamela Bonanno  
Witness PAMELA BONANNO

Constance Malchiodi  
Constance Malchiodi  
Witness

Pamela Bonanno  
Witness PAMELA BONANNO

THE TOWN OF MONTVILLE

BY: [Signature]  
The Hon. Ronald K. McDaniel  
Mayor

POLICE LOCAL 2504 , COUNCIL #4  
AFSCME, AFL-CIO

BY: [Signature] ALY  
Robin Salvatore  
Local President

BY: [Signature]  
Troy Raccuia  
Staff Representative  
Council #4, AFSCME, AFL-CIO



**APPENDIX A - FULL-TIME OFFICERS SCHEDULE A-RATES OF PAY**

<b><u>PAY GRADE</u></b>	<b><u>CURRENT</u></b>	<b><u>7/1/2016</u></b>	<b><u>7/1/2017</u></b>	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>
<b>Lieutenant</b>	\$32.95	\$34.60	\$35.46	\$36.35	\$37.26
<b>Sergeant</b>	\$32.31	\$33.36	\$34.19	\$35.05	\$35.93
<b>Master</b>	\$31.00	\$31.85	\$32.65	\$33.47	\$34.30
<b>Grade A</b>	\$29.82	\$30.64	\$31.41	\$32.19	\$33.00
<b>Grade B</b>	\$28.57	\$29.36	\$30.09	\$30.84	\$31.61
<b>Grade C</b>	\$27.64	\$28.40	\$29.11	\$29.84	\$30.58
<b>Grade D</b>	\$23.90	\$24.56	\$25.17	\$25.80	\$26.45

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

## **APPENDIX B – SICK LEAVE (GRANDFATHERED)**

In accordance with Article VII, Section 7, below is a list of employees hired prior to September 1, 1991, and their accumulated sick leave amounts for payment purposes as of the date the Town Council ratifies this Agreement.

<u>Employee</u>	<u>Number of Days Accumulated</u>
Leonard Bunnell	133.5

## APPENDIX C – MEDICAL INSURANCE PLAN SUMMARY(IES)

### APPNDIX C1

(July 1, 2017 / As soon as legally practicable  
following ratification)

#### ***High Deductible Health Plan/Health Savings Account***

***\$2,000/4,000 Deductible***

*Non-Gatekeeper*

\$0 Office Visit, after deductible  
\$0 Wellness, deductible waived  
\$0 Hospital after deductible  
\$0 Outpatient Surgery, after deductible  
\$0 WI, UC, ER, after deductible

#### **In-network**

\$2,000/\$4,000 Deductible  
\$0 Wellness, deductible waived  
All other Medical 0% after deductible  
**MP4 Rx \$10/20/30** after deductible  
\$3,000/\$6,000 Out of pocket max

#### **Out-of-Network**

\$2,000/\$4,000 Deductible  
70% Co-insurance, after deductible  
Rx 30% after deductible  
\$4,000/\$8,000 Out of pocket max

**APPENDIX C2**  
**(July 1, 2018)**

***High Deductible Health Plan/Health Savings Account***  
***\$2,000/4,000 Deductible***  
***Non-Gatekeeper***

\$0 Office Visit, after deductible  
\$0 Wellness, deductible waived  
\$0 Hospital after deductible  
\$0 Outpatient Surgery, after deductible  
\$0 WI, UC, ER, after deductible

**In-network**

\$2,000/\$4,000 Deductible  
\$0 Wellness, deductible waived  
All other Medical 0% after deductible  
**MP4 Rx \$10/30/40** after deductible  
\$3,000/\$6,000 Out of pocket max

**Out-of-Network**

\$2,000/\$4,000 Deductible  
70% Co-insurance, after deductible  
Rx 30% after deductible  
\$4,000/\$8,000 Out of pocket max

**APPENDIX C3  
(2017-18; 2018-19; 2019-20  
Buy Up PPO Plan design)**

**Century Preferred  
Non-Gatekeeper**

**\$30 Office Visit Copay**  
**\$0 Wellness / \$75 High Cost Imaging**  
**\$300 Hospital Copay**  
**\$150 Outpatient Surgery Copay**  
**\$30 WI / \$75 UC / \$150 ER Copay**

**Out of Network:**  
Deductible \$400/800/1000  
Co-ins. 80/20  
OOP Max **\$1,200/\$2,400/\$3,000**

Managed **MP4** Rx  
**\$10/30/40** mail order 2x copay for **90** day supply  
**\$2,000** CYM retail and mail order

## APPENDIX D - POLICE CRUISERS

### Use and Assignment of

- A. The Town will issue and assign the most senior fourteen (14) bargaining unit members who reside in the Town, an available town-owned police cruiser for use on and off duty within the geographic boundaries of the Town of Montville.
- (1) Employees will be allowed police vehicle use for transportation purposes to training schools, seminars, and any other police related activity.
  - (2) Although the off duty use of town-owned police cruisers is secured for these sworn personnel described above, denial of its use is a permissible form of discipline adhering to the progressive discipline described in this Agreement.
  - (3) The Montville Police Department Rules and Regulations Policy and Procedure Manual, MPD Order Number R41.00 (B) will be adhered to regarding specific use of assigned police cruisers.
- B. Employees who do not fall within the above senior most fourteen (14) bargaining unit members will be assigned a Town-owned police cruiser to use only while on duty. The Town agrees to adhere to the following regarding the assignment of police cruisers:
- (1) The Town will make reasonable accommodations with regard to assignment of cruisers having consideration to smokers versus nonsmokers.
  - (2) The Town agrees to make reasonable effort not to assign more than two (2) officers to share the same police cruiser.
  - (3) The Town will not require officers to operate any police cruiser or town vehicle while off duty.
  - (4) The Town will provide to all employees covered in this Section, lockers that are suitable to equip a briefcase, uniforms, and gun belt/police related accessories.
  - (5) If an officer is required to return to work within a nine (9) hour period or less, he/she will be allowed the use of a police vehicle or town vehicle, if available, to and from his/her principal residence within New London County and the police department with the knowledge and approval from his/her immediate supervisor or senior officer. In no event shall said vehicle be taken outside New London County without permission from the Chief Executive Officer of the police department.
  - (6) Employees will also be allowed police vehicle use for transportation purposes to training schools, seminars, and any other police related activity.

- (7) Officers will be accountable for ensuring vehicles are in safe condition, however the Town agrees that police cruisers deemed unsafe by a certified mechanic approved by the Town, shall not be operated by police personnel.
- (8) A new policy regarding the use of police cruisers for employees described in this Section will be developed mutually between the Town and the Union with its implementation into the Montville Police Department Rules and Regulations Policy and Procedure Manual, MPD Order Number R41.00.

## **APPENDIX E - PART TIME POLICE OFFICERS**

Notwithstanding any contrary reference in this Agreement, the term "employee" shall mean a full time employee unless the term "part time employee" or "part time police officer" is specifically utilized.

The following provisions are specifically applicable to part time employees.

### **1. ARTICLE I - SENIORITY**

#### Section 4.6 Layoffs

Seniority for purposes of Section 4.6 shall be defined as an employee's total length of continuous, part time service, since his/her most recent date of hire. Full time bargaining unit members shall have seniority over part time bargaining unit members regardless of the total length of continuous service.

### **2. ARTICLE V - GRIEVANCE PROCEDURE**

#### Section 5.3 d. Procedure

Step One: If a part time employee has a grievance, he or she shall submit the grievance in writing, setting forth the section(s) of the Agreement involved, the specific violation, and the proposed remedy to the Mayor of the Town. Within ten (10) business days of receiving such grievance, the Mayor shall schedule a meeting with the grieved employee and union representative, if represented, to discuss the circumstances giving rise to the grievance. The meeting shall occur not later than ten (10) days thereafter. The Mayor shall render his or her decision, in writing, within fifteen (15) days after the meeting to the aggrieved part time employee and his/her representative. The decision of the Mayor is not subject to arbitration and shall be final and binding upon the parties.

### **3. ARTICLE VII - SICK LEAVE**

- A. Part time police officers shall not receive paid sick leave.
- B. When a part time police officer loses time because of an injury or illness sustained in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive full benefits equal to normal full pay for any days scheduled for the period of disability with the Town making up the difference in the amount of such compensation received and the normal average amount of weekly pay for this fiscal year and his/her primary employment.
- C. When a part time police officer in the performance of his/her duty is exposed to a serious contagious disease and contracts this disease, he/she shall receive



benefits equal to normal full pay for his/her primary employment and employment covered by this Agreement for the period of disability.

**4. ARTICLE VIII - FUNERAL LEAVE**

The provisions of Article VIII, Funeral Leave, shall not be applicable to part time police officers.

**5. ARTICLE XII - VACATIONS**

The provisions of Article XII, Vacations, shall not be applicable to part time police officers.

**6. ARTICLE XIII - HOURS OF WORK**

A. Part time police officers shall work the following shift hours:

6:00 p.m. to 12:00 Midnight	Monday - Friday
8:00 a.m. to 4:00 p.m.	Saturday & Sunday
4:00 p.m. to 12:00 Midnight	Saturday & Sunday
12:00 Midnight to 8:00 a.m.	Saturday & Sunday

B. Part time police officers required to work less than a full shift shall be paid a minimum of four (4) hours pay, unless otherwise stated.

C. Part time police officers shall be allowed a fifteen (15) minute coffee break for each four (4) hour tour of duty.

**7. ARTICLE XIV - EXTRA OR SPECIAL POLICE DUTY**

A. Part time police officers working Extra Duty Assignment shall be paid in accordance with the following minimum and hourly rate for the duration of the Agreement. Said minimums shall be four (4) hours or less work. Assignments involving more than four (4) hours shall be paid on an hourly basis.

(a) Effective July 1, 2010:

	Patrol Officer/Det./Sgt./Lt. <u>School Gardner/Lake</u>	Patrol Officer/Det./Sgt./Lt. <u>All Other Work</u>
Minimum	\$140.00	\$168.00
Hourly	\$35.00	\$42.00

(b) Effective July 1, 2015:

	Patrol Officer/ Det./Sgt./Lt. (School/Gardner Lake)	Patrol Officer/Det./Sgt./Lt. (All Other Work)
Minimum	\$140.00	\$176.00 per day
Hourly	\$35.00	\$44.00 per hour

- (c) Effective upon ratification of July 1, 2016 CBA:  
 Patrol Officer/ Det./Sgt./Lt. Patrol Officer/ Det./Sgt./Lt.  
 (School/Gardner Lake) (All Other Work)  
 Minimum 4 hours pay

Time and one-half of assigned officer's rate \$50.00 per hour

- (d) Effective July 1, 2017: \$52.00 per hour  
 (e) Effective July 1, 2018: \$54.00 per hour  
 (f) Effective July 1, 2019: \$56.00 per hour

## 8. ARTICLE XV - RATE OF PAY\*

- A. Part time police officers shall be paid in accordance with the following schedule:

<u>GRADE</u>	<u>CURRENT</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>
<b>A</b>	\$29.82	\$30.49	\$31.18	\$31.88	\$32.60
<b>B</b>	\$28.57	\$29.21	\$29.87	\$30.54	\$31.23
<b>C</b>	\$27.64	\$28.26	\$28.90	\$29.55	\$30.21
<b>D</b>	\$23.90	\$24.44	\$24.99	\$25.55	\$26.12

**NOTE:** Part Time Employees shall receive a general wage increase of two and one-quarter (2.25%) percent on July 1<sup>st</sup> for each year of the contract (7/1/16 – 6/30/20) as set forth above.

- B. Upon employment, all uncertified employees shall be placed at Grade D and shall advance to Grade C upon the attainment of certification or completion of the probationary period, whichever is later.
- C. Upon commencement of employment, all certified employees shall be placed at Grade C. Following the completion of five (5) years of service with the Department, employees shall advance to Grade B. Following the completion of eight (8) years of service with the Department, employees shall advance to Grade A. Each 2,080 hours that a part time police officer works shall be equivalent to one (1) year of service for the purpose of Step advancement.

## 9. ARTICLE XX - GENERAL PROVISIONS

Each part time police officer shall receive annually from the Town a \$50.00 End of the Year Bonus.

\* FIGURES SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR.

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site of  
page 43





**MEMORANDUM OF UNDERSTANDING (FUNERAL LEAVE)  
BETWEEN  
THE TOWN OF MONTVILLE  
AND  
MONTVILLE POLICE UNION LOCAL #2504, COUNCIL 4, AFSCME, AFL-CIO**

The Town of Montville (hereinafter "Town"), the Montville Police Union Local #2504, Council 4, AFSCME, AFL-CIO (hereinafter "Union"), and Dennis Mathers (hereinafter "Employee") agree as follows:

1. The Town and Union are parties to a collective bargaining agreement ("CBA") effective July 1, 2016 - June 30, 2020, and which currently remains in effect. Employee is a member of the Union.
2. On July 14, 2016, the Union filed Grievance No. 2016-07-05-CBA ("Grievance") regarding the Town's denial of Employee's use of funeral (bereavement) leave ("funeral leave") on June 19, 2016 and June 20, 2016.
3. The parties hereby desire to resolve the Grievance and to clarify the intent, purpose and expectations regarding the use of funeral leave for the future.
4. The parties resolve to settle the Grievance by the Employee using funeral leave to cover his June 19, 2016 shift, sick leave to cover his June 20, 2016 shift, and vacation leave to cover his June 21, 2016 and June 22, 2016 shifts; and the Union and Employee agree that their execution of this Memorandum constitutes the withdrawal of the Grievance, whereby they agree to waive all rights to the Grievance and arbitration procedure and will not file suit or forward the matter identified in Paragraph 2 immediately preceding this Paragraph to any legal venue. The parties agree that June 20, 2016 shall not count as a sick leave occurrence in 2016, and that the first sentence of this Paragraph shall be as agreed, on a non-precedent setting basis.
5. Furthermore, the Town and Union agree that the intent and purpose of funeral leave, as set forth in Article VIII of the CBA, is to provide employees with paid time away from work at a time of personal, familial loss for the purpose of emotional grieving and/or attending a funeral and/or making necessary household adjustments due to the death of an immediate or extended family member, as the case may be.
6. The Town and Union further agree that while an employee may desire to use funeral leave immediately following the death of a family member and for consecutive days thereafter, there may be instances when an employee may reasonably require and/or wish to use funeral leave commencing on a reasonable date after a death and/or in a manner of non-consecutive days (e.g. employee wishes to take 2 days immediately upon death for emotional reasons, but funeral/memorial is not scheduled for several days or weeks after death and/or requires travel to attend). In situations in which it is not apparent to the Town that the use of funeral is consistent with the intent and purpose of funeral leave, the Town shall grant such leave; however, the Union agrees that the Town may require employees to establish, through documentary or other evidence, their need for funeral leave, which documentation shall be provided to the Mayor. The Mayor may deny the use of funeral leave in any instance in which the employee refuses to



produce requested documentation or the requested documentation shows an employee's use of funeral leave is contrary to the intent and/or purpose of funeral leave (e.g. employee may be required to substitute appropriate alternative form of leave to cover the prior absence, i.e. personal, compensatory or vacation leave).

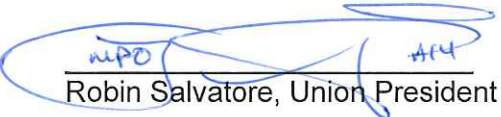
7. The Town and Union further agree that should an employee wish to take funeral leave immediately preceding a holiday, or wish to commence funeral leave on a holiday, and the employee has not exhausted all funeral leave to which the employee is entitled and desires to use, the employee shall not work, or be required to work the holiday, or be required to use funeral leave for such holiday; the employee will be granted the holiday off (charged as a holiday) and the Town will not reduce the employee's funeral leave benefit. The employee will be paid for the holiday (i.e. one fifth of regular pay) and will not bank a compensatory day.

8. The Union and Town agree that their officers, representatives, attorneys, members or agents shall not use or attempt to use in any manner any aspect of this agreement for any purpose contrary to the particulars herein.

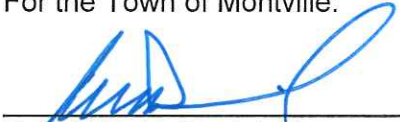
9. This Memorandum constitutes the entire understanding by and between the parties regarding the subject matters herein, and specifically supersedes all conversations, discussions, representations and agreements by and between the parties regarding the subject matters herein.

For the Union:

  
Troy Raccuia, Union Representative

  
Robin Salvatore, Union President

For the Town of Montville:

  
Ronald K. McDaniel, Mayor

## **MEMORANDUM OF UNDERSTANDING (COMPENSATORY TIME OFF)**

In August 2007, the Town of Montville ("Town"), AFSCME Council 15, Local 2504 ("Union"), Officer Gregg Jacobson and Sergeant Earnest Greenwood agreed to settle grievances 2005-05 and 2005-08 filed by the Union regarding compensatory time off ("CTO"). The Town and Union are re-executing the settlement agreement as a memorandum of understanding to allow the process for requests for CTO and responses to the same to continue for the duration of the current collective bargaining agreement, as follows:

1. The Union withdrew, with prejudice, the grievances filed with the State of Connecticut Department of Labor, Board of Mediation and Arbitration ("Board"), Case No. 2005-A-0675 and Case No. 2005-A-0678.
2. The Town and Union agree that, provided 16 or more officers and/or sergeants are on active duty, requests for compensatory time off ("CTO") pursuant to Article 10.2 of the CBA shall be handled as follows:
  - a. Requests for CTO shall be made in writing to Lt. Bunnell and/or his successor or designee at least 10 days prior to the requested time off.
  - b. The Town will take the following steps to fill the requested time off: (1) posting for overtime; (2) Lt. Bunnell and/or his successor or designee contacting members under the card file system; and (3) requiring the employee requesting the day off to find another employee to fill the shift.
  - c. If no one is available to fill the shift other than the requesting employee, Lt. Bunnell and/or his successor or designee will review the operational requirements of the Department to determine whether to grant or deny the requested time off.
  - d. For requests made 10 days before the date of the requested CTO, the Town, at least 5 days before the date of the requested CTO, will inform the employee requesting CTO whether or not a substitute pursuant to subparagraph b (1) and (2) has been found and whether or not the requested CTO will be granted if the employee does not find a replacement.

For requests made more than 10 days before the date of the requested CTO, the Town will use its best efforts to inform the employee at least 10 days prior to the date of the requested CTO whether or not a substitute pursuant to subparagraph b (1) and (2) has been found and whether or not the requested CTO will be granted if the employee does not find a replacement
  - e. For purposes of calculating whether 16 or more officers and/or sergeants are on active duty, officers and/or sergeants who are on FMLA, workers' compensation, light duty and/or other unpaid leave would not be included.
3. In the event that fewer than 16 officers are on active duty, paragraph 2 shall not be in effect. Lt. Bunnell and/or his successor or designee will review the operational requirements of the Department to determine whether to grant or deny the requested time off.
4. Lt. Bunnell and/or his successor or designee will post the shift created by a CTO request



within 48 hours of said request.

5. Nothing contained herein prevents Lt. Bunnell and/or his successor or designee from granting CTO at anytime if in their discretion they deem it appropriate.

6. This Agreement shall remain in effect through the current contract period – i.e., July 1, 2016 – June 30, 2020 – and/or until a successor agreement is reached. This Agreement shall not be deemed as evidence of any past practice and shall not be used as precedent in future matters.

For the Union:



Troy Raccuia, Union Representative



Robin Salvatore, Union President

For the Town of Montville:



Ronald K. McDaniel, Mayor

**MEMORANDUM OF UNDERSTANDING (DONATION OF EARNED SICK LEAVE)**

**BETWEEN**

**THE TOWN OF MONTVILLE**

**AND**

**MONTVILLE POLICE UNION, LOCAL 2504, AFSCME, COUNCIL #4**

The Town of Montville (hereinafter "Town" or "Employer") and the Montville Police Union, Local 2504, Council #4, AFSCME, AFL-CIO (hereinafter "Police Union" or "Union") agree as follows:

1. The Town and Union are parties to a collective bargaining agreement ("CBA") effective July 1, 2016-June 30, 2020. Article VII of the CBA addresses sick leave, and does not contain any provision for bargaining unit members to donate earned sick leave to other bargaining unit employees.

2. The parties agree to allow the donation of earned sick leave from one bargaining unit member to another bargaining unit member (i.e., the donation may only occur between police Union members) under the following conditions:

a. The bargaining unit member requesting to receive a donation:

- (1) has been employed by the Town in a full-time capacity for at least one (1) year;
- (2) has suffered a non-job related illness or injury (unless such illness or injury is covered by workers' compensation insurance by a non-Town employer of the employee) which has resulted in his/her absence for at least twenty (20) work days;
- (3) has exhausted any and all available paid leave, including, for example, sick, vacation and personal;
- (4) has notified the Town and the Union President of his/her desire to provide bargaining unit members with the opportunity to donate sick leave to him/her; and
- (5) has provided the Town with documentation from his/her health care provider identifying the nature of the injury and/or illness, stating that he/she otherwise is unable at present to perform the essential functions of his/her position, and estimating the duration of his/her absence and inability to perform the essential functions of his/her position. The ability to utilize donated sick leave may not extend beyond the duration of absence estimated or adjusted by his/her health care provider.

b. Upon the request of the Union President to the Mayor and/or his designee, bargaining unit members shall have the right to confidentially donate in writing accrued, but unused, sick leave to any bargaining unit member meeting the qualifications above, up to a total maximum donation to a particular bargaining unit member of forty (40) hours in a two (2) year period. Said donations must be submitted in writing to the Finance Director. All donated sick

leave hours shall be converted to a dollar amount based on the hourly rate of pay of the donating employee. Donated leave will not be returned to donators, whether or not used in its entirety. To the extent that an employee is on FMLA leave at the time of receipt of donated sick leave, his/her use of such sick leave (as with all sick leave) runs concurrent with FMLA leave.

c. In consideration of the totality of the circumstances, the Town in its discretion, may determine that it is unable and/or unwilling to extend the leave period of the bargaining unit member requesting to receive donated time and/or utilizing donated time. The Town does not waive, and nothing herein precludes the Town from, exercising any and all rights related to the member's employment, including, but not limited to, the ability to request additional medical information pursuant to the ADA and/or FMLA.

d. The member receiving donated sick leave is required to provide medical certification of his/her fitness for duty to return to work. The Town, at its own expense, may also require that the member undergo a separate fitness for duty evaluation to insure the employee's ability to return to work.

3. This constitutes the full agreement of the parties regarding the donation of sick leave, and supersedes any prior discussions, representations and/or agreements by and between the parties with respect to the donation of sick leave. This MOU may be amended only in a written document signed by the parties. The parties acknowledge that this MOU is entered into on a non-precedent setting basis and will terminate on June 30, 2020, if not earlier upon agreement of the parties.

For the Union:

  
\_\_\_\_\_  
Troy Raccuia, Union Representative

  
\_\_\_\_\_  
Robin Salvatore, Union President

For the Town of Montville:

  
\_\_\_\_\_  
Ronald K. McDaniel, Mayor

MEMORANDUM OF UNDERSTANDING (MINIMUM MANNING)

Attach to CBA  
6/26/17  
KHelly  
6/26/17

Memorandum of Understanding

The following provisions of this memorandum of understanding are agreed upon by the Town of Montville and the Montville Police Union, Local 2504 as a remedy to Grievance # M99-03-01.

1. The Town and the Union acknowledge that the contractual minimum patrol is currently two (2) officers per shift. In an effort to promote harmonious relations between the Town and the Union, and ensure the safety of both the community and the officers of the Montville Police Department, the Town has made a conscious effort to maintain a minimum patrol of three (3) officers on the day shift and the evening shift. The Town will maintain the increased minimum patrol when possible, but failure to do so will not be a grievable matter, agreeing that the actual minimum patrol will not fall below the contractual two (2) officer minimum. When an officer is held over or ordered in to maintain the three (3) officer minimum patrol, it will be done in accordance with the current holdover/order-in policy (AD 8.00), and said officer will be entered into the holdover/order-in book.
2. When an officer is ordered in or held over to perform investigatory functions, in which the actual time worked exceeds (two) 2 hours, said officer shall be entered into the holdover/order-in book.
3. Officer Mathers' name will be entered into the holdover/order-in book as a result of order-in on 03/23/99, from which this grievance was filed.

On Behalf of the Town:

Date:

On Behalf of the Union:

Date:

**SIDE LETER (LEAVE AND ACCRUAL  
ISSUES)**



Attorneys-At-Law

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Hinda K. Kimmel

Martin W. Schaeffer

Robert G. Tukey

In Memoriam

James F. Brennan

James J. Courtney

L. Patrick Gray, III

Max M. Shapiro

Charles J. Suisman

Louis C. Wool

Of Counsel

Richard A. Schatz

Thomas B. Wilson

September 14, 2009

*Via email and regular mail*

Richard Gudis  
Staff Atty.  
Council #15, AFSCME, AFL-CIO  
700 West Johnson Ave., Ste. 305  
Cheshire, CT 06410

Re: Leave and Accrual Issues – Montville Police

Dear Rich:

Please consider this a side letter to the September 1, 2008 – June 30, 2012 collective bargaining agreement between the Town of Montville ("Town") and AFSCME Council #15, Local 2504 ("Union"). The purpose of this side letter is to clarify how paid leave is accrued and used, with the general premises that (1) bargaining unit members' schedules are based on a goal of 2080 hours per year; (2) bargaining unit members are paid 40 hours each week; and (3) leave is charged proportionally based on a 40 hour week (e.g., if a member takes one day of vacation leave, he/she will receive 32 hours regular pay and be charged/receive 8 hours vacation pay; if a member takes one half a compensatory day, he/she will receive 36 hours of regular pay and be charged/receive 4 hours compensatory pay). Under these circumstances, a full day of leave during any particular week constitutes 1/5 of the bargaining unit members' pay for the week (based on an average work week of 40 hours).

The parties agree as follows regarding various accrual and use of leave issues:

1. With regard to vacation leave, leave will be credited in days and, per Section 12.6, is to be used in full day increments. For purposes of vacation, 1 week equals 5 days. Vacation earned as of anniversary dates per Section 12.1 will be credited as follows: 1 week = 5 days; 2 weeks = 10 days; 3 weeks = 15 days; 4 weeks = 20 days. Currently, for tracking purposes, a vacation day is accrued and used in 9 hour increments; members' vacation

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leave will be converted to days (with 9 hours for tracking purposes = 1 day).

The Union, on behalf of Master Patrol Officer Salvatore, Sergeant Greenwood and Officer Sundman, filed three grievances related to use and charging of vacation leave (09-06-01, 09-06-02, and 09-06-03). The Town will restore 1 ¼ hours personal leave to MPO Salvatore, 2 ½ compensatory leave to Sgt. Greenwood, and 1 ¼ hours vacation leave to Officer Sundman, prior to converting the vacation calculations to day increments, in resolution and withdrawal of these grievances.

2. With regard to holidays, a single holiday equates to 1/5 of the bargaining unit members' regular 40 hours pay and/or time for the week. Banked holidays (to be used as compensatory time) will be tracked in 1 day increments. As a result, if an employee chooses to accrue a holiday rather than to receive pay for a holiday, for tracking purposes the Town will record 1 compensatory day. The Town will take the current compensatory leave accruals, and divide by 9 hours and round to determine the number of current compensatory days currently available (for example, if someone has between 176-179 hours of compensatory time, they will be deemed to have 20 compensatory days; if the person has 172-175 hours, they will be deemed to have 19 compensatory days).

An employee who is on a regularly scheduled day off (i.e., where the holiday falls on one of the employee's three regularly scheduled days off) will, at his/her option, receive an additional 1/5 of the regular (i.e., 40 hours) pay for that pay period or will bank 1 compensatory day.

An employee who is working on a holiday will receive time and one half for all hours worked. In addition, the employee will, at his/her option, receive an additional 1/5 of the regular (i.e., 40 hours) pay for that pay period or will bank 1 compensatory day.

Where an employee who is scheduled to work on a holiday and books off for any reason (e.g., the employee is sick, or requested vacation, compensatory or personal leave), the day will be charged as a holiday, and the Town will not reduce the employee's sick, vacation, personal, compensatory or other leave accruals. The employee will be paid for the holiday (i.e., 1/5 of regular pay) and will not bank a compensatory day.

To clarify the above, the parties further agree that Sections 10.1 and 10.3 are modified as follows:

- 10.1 Employees who are on a scheduled day off (i.e., one of the 3 days in the 5-3 schedule) shall have the option to either receive the equivalent of 1/5 of their regular, weekly straight-time pay or to accrue 1 compensatory day

~~for the following holidays. Employees who are on a scheduled day off shall have the option to either receive nine (9) hours of pay at their straight time rate or may elect to take nine (9) hours of compensatory time whether or not they work those holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Employee's Birthday, Veteran's Day, Thanksgiving Day, and Christmas Day.~~

10.3 a. Holidays shall be observed on the actual day of the Holiday.

b. An employee working on a holiday shall receive one and one-half (1 ½) times his/her regular hourly rate for all hours worked. In addition, any employee working on a holiday shall have the option ~~to either receive the equivalent of 1/5 of their regular weekly straight-time pay or to accrue 1 compensatory day. In addition, any employee working on a holiday shall receive, at his/her option either nine (9) / nine and one quarter (9.25) hours of compensatory time or nine (9) / nine and one quarter (9.25) hours pay.~~

~~c. Employees scheduled to work a holiday who book off for any reason (e.g., the employee is sick or requested vacation, compensatory or personal leave), shall be paid for the holiday the equivalent of 1/5 of their regular weekly straight time pay, shall not accrue any compensatory time and shall not have other leave reduced or charged for that day.~~

3. With regard to sick leave, employees hired prior to the completion of the current CBA earn 1 ¼ days per month; employees hired subsequent earn 1 day per month. On an annual (i.e., now a fiscal year basis), employee may use up to 6 sick days for personal leave. As with other leave, if an individual takes a sick day, he/she will be charged sick leave equivalent to 1/5 of his/her regular 40 hours pay (e.g., 32 hours regular pay and be charged/receive 8 hours sick pay). One day for these purposes equates to 8 hours; 1 ¼ days equates to 10 hours. Six days for personal leave equates to 48 hours. As above with compensatory time, the Town will take the current sick and personal leave accruals, and divide by 9 hours and round to determine the number of current sick and personal days available; the Town will then multiply these by 8 hours to determine current sick and personal hours available (for example, if an employee has 412 sick leave hours, this will equate to 46 days; multiplied by 8 hours equals 368 hours).

4. The Town will credit employees with 48 hours of personal time as of July 1, 2009 for the July 1, 2009-June 30, 2010 fiscal year.



With the crediting of this personal leave, the Union will withdraw the grievance filed on August 3, 2009, on behalf of Officer Miller (09-08-01). The Town will credit Officer Miller with the compensatory time charged for July 20, 2009, and will deduct one personal day for the date.

All other terms and conditions of the Collective Bargaining Agreement between the Town and the Union dated September 1, 2008 through June 30, 2012 shall remain in effect.

Please sign below to confirm the Union's acceptance of the above.

Town of Montville:

Union:

  
Eileen Duggan

  
Richard Gudis

cc: The Hon. Joseph W. Jaskiewicz, Mayor

SETTLEMENT AGREEMENT (SHIFT CREATED BY CTO REQUEST)

6/26/17 (7/6/2017)

6/26/17  
K Kelly

Settlement Agreement

Between

Town of Morrisville

and

Morrisville Police Union, Local 2504

Council 15, AFSCME, AFL-CIO

Case No. MPP-29865

In full and final settlement  
of the above noted case, the parties  
agree as follows:

1. The Town agrees that Lt.  
Bunnell and/or his successor  
or designee will post the shifts  
created by a CTO request  
within 48 hours of said  
request;
2. In the event that Lt. Bunnell and/or  
his successor or designee is unavailable  
during those 48 hours (e.g. weekends),  
the above posting will be made  
within 96 hours.
3. In recognition of the above, the Union  
withdraws MPP 29865.

[Signature] dated 6/26/17  
Vernon Bunnell date

[Signature] 6/26/17  
Tina Bunnell date

SETTLEMENT AGREEMENT (NOTIFICATION OF VACANCY)

Settlement Agreement  
Between  
Town of Montville  
and

Montville Police Union, Local 2504  
Council 15, AFSCME AFL-CIO  
Case No. MPP-29865

In lieu of the Union's filing a grievance regarding the assignment of a part time employee on April 15, 2012, the parties agree to the following in full and final settlement of that potential grievance:

1. The Town shall notify the Union Periodic in the event that a part time employee is assigned and/or fills a vacancy pursuant to Section 11.8 of the Collective Bargaining Agreement between the parties;
2. The Union withdraws MPP-29865 in consideration of the above.

9/4/12 Eileen Nugger 9/4/12  
Local 2504 date Town of Montville date

**MEMORANDUM OF AGREEMENT (SENIORITY/PROMOTIONAL PROCESS)**

Attach to CBA

6/26/17 E S 6/24/17

6/26/17 Kelly

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Montville ("Town") and Montville Police Union Local #2504, Council 15, AFSCME, AFL-CIO ("Union").

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2012 through June 30, 2016 ("Collective Bargaining Agreement"); and

The intent of this Agreement is to clarify the seniority status of two recently promoted officers to the rank of Sergeant.

NOW THEREFORE, the parties hereby agree as follows:

The parties agree that utilizing the current contract language (without reference to the promotion policy for this promotional process) when two or more officers are promoted on the same day, the score of the entrance/promotion exam will determine seniority (i.e. the higher score will be considered senior). In the event that the written scores are equal, the final overall ranking shall determine seniority. In this instance, the written scores of Sgt. Manley and Sgt. Sundman were equal, but Sgt. Manley has the higher overall ranking. Therefore, Sgt. Mark Manley shall be deemed senior.

The parties have reached this Agreement as of this     day of June, 2013.

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Town of Montville

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Montville Police Union Local #2504,  
Council 15, AFSCME, AFL-CIO

**MEMORANDUM OF AGREEMENT (CORRECTION OF  
TIMESHEETS)**

6/24/17  
Y

Attach to agreement

R 6/26/17

6/26/17  
K Kelly

#### MEMORANDUM OF UNDERSTANDING

The Town of Montville ("Town") and AFSCME Council 4, Local 2504 ("Union") agree to settle Grievance 15-6-25 filed by the Union regarding correction of timesheets, and are executing this memorandum of understanding to clarify the process for correction of timesheets and the payment of wages based on corrected timesheets, for the duration of the current collective bargaining agreement by and between the Town and Union ("CBA"), as follows:

1. The Union withdraws, with prejudice, Grievance 15-6-25.
2. The Town and Union agree that employees are required to timely submit complete and accurate timesheets. Nothing in the Memorandum restricts the Town from taking corrective or disciplinary action against any employee who fails to timely submit complete and accurate timesheets.
3. The Town and Union agree that in the event an inaccurate and/or incomplete timesheet is received, the Town, through the Lieutenant or his designee, will promptly notify the employee of the discrepancy with the timesheet either in person or by telephone, and the employee will promptly correct the timesheet. In the event that the discrepancy in the timesheet is not corrected by the employee in time for payment for the time inaccurately or incompletely recorded to be paid within the payroll cycle for which the timesheet was submitted, payment for the time inaccurately or incompletely recorded shall be paid to the employee in a separate payroll check and shall not be included with a future week's payroll check.
4. The Town and Union agree that if an employee submits more than three inaccurate and/or incomplete timesheets in a twelve month period, the Town reserves the right to pay all wages attributable to an inaccurate or incomplete timesheet not by a separate check to that employee for the remainder of the calendar year after the third such occurrence, but as included with a future week's payroll check so as to avoid a practice by employees of intentionally submitting inaccurate or incomplete timesheets to receive a portion of wages by a separate check. Inaccurate and/or incomplete timesheets, as referenced above, means a timesheet that is untimely, does not correctly identify shift start and/or end times, does not correctly reflect the number of regular hours or overtime hours, fails to provide a substantively correct description of the type and purpose of the overtime, or is not signed by employee.

## SETTLEMENT AGREEMENT (MVR)

Attach to CBA

6/26/17 6/26/17

### SETTLEMENT AGREEMENT

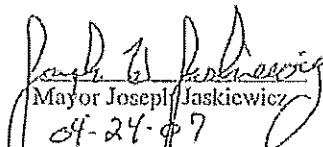
6/26/17  
K. Kelly

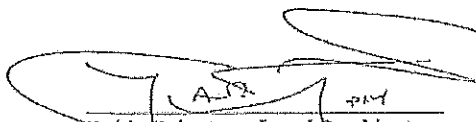
In full and final settlement of MPP-26, 561, the parties agree as follows:

1. If an officer is required to give a written or oral statement regarding the contents of a video recording, other than when the video is evidence in a potential or existing criminal investigation in which one or more officers are the subject(s) of the investigation, the officer may request and be afforded the opportunity to review the video, if still in existence, prior to giving a written or oral statement.
2. Information recorded from the MVR shall not be the sole information considered when proposing and/or implementing discipline. At a minimum, the Town will provide an officer with the opportunity to respond to any allegations concerning his or her conduct; an officer's response or failure to respond will be considered in conjunction with the information recorded, as well as any other information collected, when proposing and/or implementing discipline.
3. This settlement agreement shall not be construed as an admission by the Town regarding the merits of MPP-26,561. This agreement shall not be used as precedent in any future proceeding, other than to enforce its terms.
4. The union shall withdraw MPP-26,561 with prejudice.

Town of Montville

Montville Police Union Local #2504

  
Mayor Joseph Jaskiewicz  
04-24-07

  
Robin Salvatore, Local President  
04/24/2007

