

AGREEMENT

BETWEEN

THE TOWN OF NEWTOWN

AND

NEWTOWN POLICE UNION,
Nutmeg Independent Public Safety Employees Union (NIPSEU)

JULY 1ST, 2017 THROUGH JUNE 30TH, 2020

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PREAMBLE

1. This Agreement, by and between the Town of Newtown, hereinafter referred to as the "Town", and the Newtown Police Union, Nutmeg Independent Public Safety Employees Union (NIPSEU), hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town and the Union in order that efficient public service may be rendered. Throughout this document hereinafter the term "Chief" shall refer to the Chief of Police or their designee.

ARTICLE 1 - RECOGNITION

The Town herewith recognizes the Union as the sole and exclusive representative and bargaining agent for all uniformed and investigator positions within the Newtown Police Department except the Chief and officers above the rank of Lieutenant, pursuant to Case No. NE-6282, Decision No. 2018, dated April 13, 1981, Connecticut State Board of Labor Relations.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Town has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Police Department in all its aspects, including but not limited to the following: to determine the type of work to be performed by the personnel, to assign all work to employees, to decide the methods, procedures and means of conducting the work, to select, hire and promote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work, to discharge or otherwise discipline any employee, to demote, transfer and lay off employees, to decide the need for facilities, to create and eliminate positions, to establish or continue policies, practices and procedures for the conduct of Police Department business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

Section 2.02 Evaluations

- A. All Bargaining Unit members shall annually conduct a written job performance evaluation of the employee or employees that they supervise. Employees shall be notified prior to their annual evaluation. Each evaluation shall be reviewed and signed by the employee who has been evaluated. The evaluation shall be placed in the employee's personnel file. A copy of the evaluation shall be given to the employee.
- B. The Union agrees that the Supervisor Performance Evaluation and Officer/Detective Performance Evaluation Policies as adopted by the Newtown Board of Police Commissioners shall be incorporated herein and any modifications or changes shall be negotiated by the Town and Union before implementation. In regards to the discipline and termination regarding three (3) "unsatisfactory" ratings, it is hereby understood that the employee must receive three (3) consecutive overall "unsatisfactory" ratings on their annual performance evaluations.

Section 2.03

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement and do not affect wages, hours and conditions of employment that are mandatory subjects of bargaining.

ARTICLE 3 - HOLIDAYS

Section 3.01

The following days shall be considered holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Good Friday	Thanksgiving Day (2 days)
Memorial Day	Christmas Day (2 days)
Independence Day	

Weekends will be considered Friday at mid-night (0000 hours on Saturday) through Sunday mid-night (2400 hours).

Section 3.02

Of the thirteen (13) holidays, employees shall receive an additional regular days' pay for each of seven (7) holidays and shall receive six (6) floating days off. An employee, at their option, may elect to receive pay in lieu of time off for any or all of the six- (6) floating holidays. Pay for said seven (7) days and for those floating days, for which a pay election is exercised, shall be given in the first pay period in December and will be taxed separately from the employee's regular pay. Employees required to work on a holiday shall receive a regular day's pay.

Section 3.03 Floating Days

No more than three (3) floating days off may be carried over into the next calendar year. If an employee before December 15th, has submitted a written intent to terminate his or her employment as of a certain date in the following calendar year, he or she may carry over up to nine (9) floating days off into his/her last year of employment.

Section 3.04

Also included, as a holiday is any day proclaimed by the Town as a holiday for all other Town employees by the Board of Selectmen. Emergency days, such as snow days or closings caused by other disaster type incidents, for example, are not to be construed as holidays for purposes of this Section. Pay for such holidays shall be added to the seven (7) holidays provided for in Section I of this Article, which provides for cash payment.

ARTICLE 4 - HOURS OF WORK

Section 4.01

The regular work schedule for the patrol force, excluding trainees attending the Police Officers Standards and Training Academy (POST), shall be five (5) consecutive days worked with two

lowed by four (4) consecutive days worked with two (2) days off.

shall be sixteen (16) hours off between scheduled work shifts, except when overtime is

Section 4.03 Shift Bidding

Patrol Officers shall bid on shift preferences 3 times a year on a seniority basis according to Article 12. The schedule cycles shall be January through April, May through August, and September through December.

Officers can choose between any of the shifts available as described in Section 4.04 on a seniority basis (except special assignment officers, i.e. Canine Officer).

The posting of the shift bidding process shall begin on November 15th, March 15 and July 15 each year. All Officers will have 15 calendar days from the posting date to choose a shift.

The scheduling supervisor will formulate the work schedule and post the resulting work schedule by December 15, April 15, and August 15. A schedule may be revised at any time when it becomes apparent that an employee will be absent for an extended time, to be decided by the Chief. An "extended time" shall mean thirty (30) calendar days.

The Chief shall place employees who do not make a shift bid choice by November 30th, March 30th or July 30th on any shift. There shall be no additional cost to the Town in overtime, arising out of the transition of employees to a new shift. Bidding on shifts must be done in the same rotation, where possible in order to reduce the impact on days off.

If following a letter of reprimand, an officer fails to correct or improve his/her performance, he may be reassigned to a different shift or from a permanent to a rotating shift or from a rotating shift to the least seniority pick of rotating shifts, as assigned by the Chief. Said reassignment may result in the reassignment of the least senior officer on the shift as necessary to fill staffing needs. Said reassignment may result in the additional reassignment of another officer from his/her shift to fill staffing needs. In the event that this occurs, the Chief shall ask all employees on the shift the officer is moving to, by seniority, for volunteers. If there are no volunteers, the least senior officer on the shift the officer is moving to, will be reassigned as necessary to fill any staffing needs. The officer that is switched to a different shift because of a reassignment of another officer shall be granted a single payment of 4 hours of overtime regardless of whether they volunteered or were chosen by the Chief.

Probationary officers may be assigned to any shift at the discretion of the Chief, subject to seniority rights of others.

Section 4.04

Patrol Officers within the Patrol division shall have the shifts assigned through the needs of the department. Shifts that are available for bidding are as follows: rotating shifts between day/evening and evening/day shifts, midnight/evening shifts, evening/midnight shifts, midnight/day, day/midnight and permanent day, evening or midnight shifts.

Section 4.05

In the event that there are three (3) Detectives (excluding Youth Officer and Supervisors), the day shift for the Detectives shall be bid on a seniority basis once every twelve (12) months. In the event that there are less than three (3) Detectives, the shifts of each Detective shall alternate between days and evenings.

Section 4.06 Detective Schedule

In the event that there are (3) Detectives (excluding School Resource Officers, Youth Officer and Supervisors), Detectives shall bid on a seniority basis once every (12) months.

The Detective's schedule shall be Monday through Friday, 7:00am to 3:00pm, 9:00am to 5:00pm, and 8:00am to 4:00pm. The Detective Sergeant shall work Monday through Friday with the rotation between days and evenings being D-D-E. When the Technical Lieutenant or Detective Sergeant works the evening shift the hours shall be 3 pm – 11pm.

Section 4.07 Administrative Days

Every calendar year the Youth Officer, the School Resource Officer, the Detectives, the Detective Sergeant, the Administrative Sergeant and the Lieutenants who work the administrative schedule shall be entitled to eight (8) administrative days off with pay.

Section 4.08

Officers shall be permitted to swap shifts provided the shifts are within the same pay period.

Section 4.09 Lieutenants Work Schedule

The Lieutenants Work Schedule shall be 5-2/5-2 (40 hour workweek). Lieutenant Work Schedules shall be

1. Tuesday through Saturday, rotating D-D-E-D-D-E, all Saturday's shifts will be 8:00 AM to 4:00 PM regardless of the rotation (either Patrol Operations Bureau or Administrative Services Bureau) and
2. Sunday through Thursday rotating E-D-D-E-D-D, all Sunday shifts will be 8:00 AM to 4:00 PM regardless of the rotation (either Patrol Operations Bureau or Administrative Services Bureau) and the
3. Technical Services Lieutenant's work schedule will be Monday through Friday, rotating D-D-E-D-D-E with the hours for the evening shift being 3:00pm to 11:00pm

The senior Lieutenant assigned to the Patrol Operation Bureau or Administrative Services Bureau shall choose which schedule of Schedule 1 or 2 he/she wishes prior to December 15th of

any year.

Management reserves the right, on or before December 15th of any year, to alternate or rotate the Lieutenants and their work assignments; or to alternate work assignments of any Lieutenant. If the Technical Services Lieutenant wishes to change duties they must notify the Chief of Police no less than 30 days prior to December 15th of the calendar year. Said Lieutenant can ask to be removed from the Technical Services Lieutenant position for any reason. The Chief shall allow the Lieutenant to vacate the Technical Lieutenant position. The Chief will reassign the Technical Services Lieutenant to either the Administrative or Operations Lieutenant.

On shifts where two Lieutenants or more are scheduled, the junior Lieutenant will be the Shift Commander. In the absence of a scheduled Sergeant, a Lieutenant can be assigned as Shift Commander/Patrol Supervisor.

Rate of Pay: Same as Lieutenant pay in the CBA.

Section 4.10 Patrol Sergeant Schedule

1. The Patrol Sergeant Schedule shall consist of the following shifts: A permanent day shift, a permanent evening shift, 2 permanent midnight shifts, and one day/evening and one evening/day shift. The sergeants shall work the 5-2/4-2 day off rotation. Sergeants shall also be subject to the 20-month consecutive month rule (4.03).
2. The shifts shall be bid on a seniority basis in a four-month cycle that coincides with the patrol officers bid cycle. The Sergeant's bid shall be posted when the Patrol Officer's bids are posted.
3. If a vacancy for sergeant arises, the promoted sergeant shall work the vacated shift until the next bid cycle.

Section 4.11 Field Training Compensation

Field Training Officers shall receive one hour added to their training compensatory time log for each full day they are performing the duties as a Field Training Officer.

Section 4.12 Traffic Unit

Those patrol officers assigned to the Traffic Unit will work a 5-2, 4-2 schedule, which will be outside of the bidding requirements of the patrol force. They will work the following weekly sequence of work hours: 8-4, 6-2, 8-4, 12-8, 8-4. No patrol shift overtime or patrol shift order in. The Chief shall have discretion in assigning and removing patrol officers to the position of traffic unit officer, based on seniority, qualifications and supervisory recommendations.

ARTICLE 5 - OVERTIME

Section 5.01

Employees earn overtime at a rate of time and one-half (1-1/2) for all work performed in excess of eight (8) hours per day or on regularly scheduled days off or on days called back from vacation. The employee shall have the option of being paid the applicable hourly rate or

banking earned overtime (called compensatory overtime). The Chief shall keep records of all compensatory time earned. Compensatory time earned shall be differentiated between compensatory training time (Section 5.07) and compensatory overtime.

Compensatory overtime shall be accumulated between July 1st of the **fiscal** year through June 30th, of the next calendar year. Overtime compensatory time cannot be carried over past July 1st of any calendar year. Overtime compensatory time shall be cashed in before July 1st, at the applicable hourly rate at which it was earned, as stated in 5.02. Overtime compensatory time shall be used on the following basis: When requesting to use overtime-compensatory time, as with training compensatory time, both may be taken in 4 or 8-hour blocks of time. Requested overtime compensatory and training compensatory time off shall be granted to the employee with the approval of the Chief, provided there is no overtime cost to the Town.

Section 5.02

Each officer's overtime (time and one-half) hourly rate will be determined by dividing the officer's annual base salary plus (for those eligible) Detective premium (Article 15), police career incentive (Section 16.02) and longevity pay (Article 23) by 2,016 hours and multiplying the result by 1.5.

Section 5.03 Overtime List

The Chief shall establish an overtime list and record thereon the amount of overtime worked by employees. An employee refusing overtime shall not be removed from the overtime list, but any such refusal shall be recorded for purposes of overtime assignment as overtime actually worked in determining the equitable and fair distribution of overtime to such employee. All overtime will be distributed to employees fairly and equitably in the order of; days off, last worked with seniority being the tie breaking factor.

Section 5.04

Time paid for but not worked due to illness shall be considered as time worked for the purpose of computing overtime.

Section 5.05 Four Hour Minimum

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his/her regular workday. If the assignment requires less than four (4) hours of work, the employee shall be paid for (4) hours regardless of the hours worked. A recall occurs when an employee has left his or her regular shift or tour of duty or when an employee is on a scheduled day off or paid time off. If an employee is recalled less than four hours prior to the beginning of their regular shift, or is held over from their regular shift, the employee shall be paid hour for hour at time and a half.

Employees recalled to work will be in a paid status once the recalled employee contacts the Shift Supervisor or the Shift Commander and confirms their response is required.

Section 5.06

All employees shall be given at least a four (4) hour advance notice of overtime work opportunities, where practical. Scheduled overtime shall be posted and distributed to all employees on a seniority and rotating basis as detailed in 5.03. Employees shall have the option of declining voluntary overtime. All employees in the bargaining unit shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Employees not wanting voluntary overtime assignments may remove themselves from the department overtime call in list on a monthly basis. Rotation means officers who worked the last available overtime shift as posted on the overtime list shall be asked last.

For the purposes of this section, employees scheduled on a Vacation, Holiday, Personal Day or Compensation day off shall be offered the overtime assignment by seniority and rotation only after all officers scheduled on a regular day off have declined or have been contacted.

Employees on vacation, holiday, and personal or compensation day off not wanting to work voluntary overtime may indicate to the department that they are not available to work overtime upon requesting the day off.

When the overtime cannot be filled by any day off personnel, officers working other shifts shall be asked by seniority and rotation for double shift duty. Officers assigned to training on their regular day off, shall be considered working and put into this group for the purposes of working a double shift.

In the event the overtime shift cannot be filled by day off personnel and employees working or volunteering for double shift, efforts should be made to split the overtime between two officers on contiguous shifts, prior to an order in situation. However in the above circumstances if the overtime opportunity cannot be filled voluntarily, the scheduling officer may order in regular scheduled day off personnel to perform the overtime work. The least senior regular day off employee shall be ordered in first by rotation beginning each January 1st.

Section 5.07 Compensatory Time

Regularly scheduled work shifts or tours of duty and day off schedules of individuals or groups of employees shall not be changed, altered, or modified to avoid the payment of overtime, except as provided below. The Chief of Police retains the right to alter, modify and change the regularly scheduled work shifts and tours of duty and day off schedules of individuals or groups of employees as stated and provided below:

- a. The Chief may change, alter or modify the regularly scheduled work shift(s) or tour(s) of duty and day off schedules of an individual or group of employees because of a legitimate need. In the event this occurs, a single payment of four (4) hours of overtime shall be paid no matter the number of consecutive shifts changed, altered or modified. Said single four (4) hour payment shall be made in recognition of the disruption caused by the change, alteration or modification.
- b. The Chief may at his or her discretion alter, modify and change the regularly scheduled work shifts and tours of duty and day off schedules of individuals or groups of employees to require the employee(s) attendance at training sessions. In the event that this occurs, a

single payment of four (4) hours of straight compensatory time shall be added to the employee's training compensatory time bank no matter how many consecutive shifts are changed for the purposes of training. However, the Town will not switch the days off of officers attending training if said training is three (3) consecutive days or less.

- c. Employees may request a change in schedule to attend training sessions. In the event this occurs, no compensatory time or overtime will be afforded said employee(s). Employees who attend training when off duty shall earn compensatory time at the following rate: time and one-half, in lieu of overtime, except as provided in Section 5.07 b, (4 hour single payment of compensatory time). Said compensatory time can be taken in 4 or 8 hour blocks and shall be scheduled with the approval of the Chief, provided there is no extra cost to the Town. Total accumulation of all compensatory time (overtime and training) shall not exceed eighty (100) hours.

When total compensatory time exceeds 100 hours, the employee shall indicate in writing to the Chief, when the compensatory time will be used. There shall be an immediate attempt to bring the compensatory time below 100 hours. There can be a carryover of training compensatory time from fiscal year to fiscal year, not to exceed forty (40) hours. In calculating 40 hours, it shall be the training compensatory time earned prior to June 1st, of each fiscal year.

All training compensatory time earned in June can be carried over and be counted towards the parameters mentioned above and used in the next fiscal year. Employees with more than 40 hours of training compensatory time in the bank as of June 1st in any fiscal year will have until June 30th of that fiscal year to bring their carryover compensatory time to the 40 hour limit.

The Town shall make available a compensatory time list for all employees. This list/access shall display all employees total accrued training compensatory time under this Section. This list shall also display all employees total accrued compensatory overtime under Section 5.01 separately.

Section 5.08

Part-time auxiliary or supernumerary Police Officers shall not be used to deprive a regular officer of an overtime opportunity.

Section 5.09

All overtime pay will be paid no later than the second following payday.

Section 5.10 Lieutenants Overtime

Lieutenants shall be eligible for overtime assignments as Supervisor of a patrol shift. Such assignment shall be made on a rotational basis for which the Lieutenants and Sergeants are one (1) pool. Lieutenants, as well as Sergeants, may be ordered in to fill such an overtime assignment. Lieutenants working such assignment shall be paid at the rate of one and one-half (1 ½) times for all overtime performed. All Lieutenants will be eligible for overtime assignments.

Section 5.11 Administrative Correction to Overtime Errors

If it is determined, after a written complaint is filed by a union member, that an administrative error occurred in the scheduling and filling of an overtime assignment, then the member has the option of one of two administrative remedies:

1. The member can go to the top of the overtime list or
2. The member can receive a (4) four-hour overtime assignment to be served at the department's discretion but within 30 calendar days of the date of the complaint.

The Union agrees to hold the Town harmless in the filling of overtime details as spelled out above. A member's recourse for administrative errors is clearly spelled out, and a member or the Union cannot file a grievance for administrative errors.

ARTICLE 6 - VACATIONS

Section 6. 01

Vacation with pay shall be granted to employees under the following schedule.

- a. Employees with less than one year of service but more than 6 months of service as of December 31st of any year will receive five (5) days in that calendar year.
- b. Employees with over twelve (12) months of service, but less than five (5) years of service, as of December 31st of any year, will receive ten (10) days of paid vacation leave in that calendar year and thereafter.
- c. Employees with over five (5) years of service, but less than thirteen (13) years of service, as of December 31st of any year, will receive fifteen (15) days of paid vacation leave in that calendar year and thereafter.
- d. Employees with over thirteen (13) years of service, but less than twenty (20) years of service, as of December 31st of any year, will receive twenty (20) days of paid vacation leave in that calendar year and thereafter.
- e. Employees with over twenty (20) years of service, as of December 31st of any year, will receive twenty-five (25) days of paid vacation leave in that calendar year and thereafter.

Section 6.02 Vacation Bidding and Posting

Vacation choices shall be made by seniority and rank. The posting of the vacation bidding for any calendar year shall begin on November 15th of the preceding year, followed by postings on March 15 and July 15 of that year. Officers shall have 15 calendar days from posting to choose vacation choices. The November posting shall be for vacations selected for the following calendar year. The March and July vacation postings shall be for vacations selected for the remainder of the calendar year in which they occur. All vacations fixed on the November posting shall remain fixed on each subsequent vacation schedule posting.

Vacation weeks will be limited to two (2) Lieutenants, three (3) sergeants and four (4) officers at the same time. Authorization to go beyond these limits may be authorized by the Chief or his designee.

The fixing of selected schedules or subsequent postings March and July shall likewise remain fixed on all subsequent vacation schedules. Any fixed vacation shall not be subject to a seniority bump on the March and July postings.

Single day off requests may not be entered until the schedule is officially posted for the upcoming shift rotation. On the first day of the official schedule being posted staff may begin requesting single days off. Those entered on the first day will be granted by seniority and rank only. After the first day of the official schedule being posted single days off will be granted by time stamp. Single days may be used in four (4) or eight (8) hour blocks.

Section 6.03

If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation, or retirement, he or she shall be paid for any unused vacation time to which he or she is entitled. On the death of an employee, unused vacation shall be paid to the employee's estate. For the purposes of this section, it shall be understood that each employee earns his vacation time in full at the beginning of each calendar year (January 1st)

Section 6.04 Carry Over and Single Days Vacation Time

Vacations may be carried over into the next calendar year to a maximum of ten days. Single vacation days may be split in half and used in 4-hour blocks, providing there is no overtime cost to the town.

Section 6.05

Each employee shall have the option of requesting that he or she be paid his or her full vacation pay in advance by written notice to the Chief at least two (2) weeks prior to the payday on which he or she wants the check.

Section 6.06 Personal Leave

All employees shall be entitled to two (2) days of personal leave with pay per year upon the approval of the Chief. It is understood between the parties that personal days may be utilized provided the Town incurs no overtime costs. Personal leave days do not accumulate and are not carried over from year to year. All employees may elect to utilize one half (1/2) of a personal day, provided it is approved by the Chief and no overtime is incurred.

Section 6.07

Employees shall be granted three (3) days off, with pay, for a birth/adoption of the employee's child.

Section 6.08

Each year, in the first week of January, each employee and the Chief shall sign a sheet verifying each employee's holidays, personal time, sick time and vacation time. A copy of this sheet shall be filed in the Office of the First Selectman.

Section 6.09

Employee requests for personal days, vacation days, or days off in lieu of holidays may be made to the Chief. Such requests shall not be unreasonably denied.

ARTICLE 7 - SICK LEAVE

Section 7.01 - Income Protection Plan

The parties agree that, as a condition of employment, all employees are expected to report to work on their regularly scheduled shifts except as specifically provided otherwise in this Agreement. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to non-job related accidents or a debilitating illness. At times it is understood that employees may need to take emergent time off to care for ill members of their immediate family (spouse or child).

The paid sick days provided in this Section are to be used for the employee and their immediate family and not to be considered as personal days off other than for purposes of any sickness or any injury other than job-related sickness or injury covered by Workers Compensation. In the event the Chief has reasonable cause to believe that an employee is abusing sick leave by taking sick days for purposes other than personal or immediate family illness, or in the event an employee is absent for three (3) consecutive workdays, the Chief may require substantiation of the employee's illness from a recognized medical authority.

Paid sick leave benefit days are accumulated automatically at the beginning of each calendar year for all employees. Employees hired during the calendar year will automatically accumulate paid sick leave benefit days at a pro-rata amount based upon hiring time.

A. Occasional Leave:

1. An occasional leave shall mean any absences for non-job related illness or injury of five (5) or less consecutive scheduled workdays.
2. For employees with more than six (6) months of continuous service, occasional days of absence due to non-job related illness or injury of the employee shall be paid up to an accumulated total of ten (10)-days of paid absence in any calendar year.
3. Should a particular employee be participating in a documented medical course of treatment program for a specific illness which would only be available to that employee during normal medical office hours, and the working schedule of that employee prevented him/her from obtaining regular treatment, it then will be appropriate to use ½ day sick leave in order to obtain said treatment.

B. Disability Benefits

Disability benefits are designed to provide cash income to any employee who is disabled by a non-job related injury or illness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous service to the Town.

1. Short Term Disability

- a. Short-term disability shall apply to any extended absence for non-job-related illness or injury of more than five (5) consecutive scheduled workdays. Short term disability benefits shall apply to all absences from work as described below which consists of absences that span between 6 days but no more than 26 weeks from the first day of absence from work.
- b. Sick leave benefits will be paid in the amount of one hundred (100%) percent of straight time earnings provided the employee has the sick leave available to him/her. The employee will be paid at 100 % if the employee has days accumulated in his/her sick leave bank. The employee will either be docked pay for the appropriate amount of days, or the employee will have to utilize available leave days to get him/her to the threshold of short term disability.
- c. Benefits will be paid in the amount of sixty-six and two-thirds (66-2/3%) or 100% percent as specified in Article 7.01B1b provided the employee is under the care of a licensed physician and provides the employer with medical documentation in support of the employees continuing absence from work. To be paid at 100% daily pay, employees hired after January 1, 1988, may utilize sick leave days in his/her bank at a ratio of 1 sick leave day per day scheduled to work, prior to beginning Short Term Disability. If the bank should go to 0 days before returning to work, then the employee will receive 66 2/3% pay until such time the employee returns to work but not to exceed 26 weeks of continuous disability payments from the first day of absence from work. To be paid at 100% daily pay, employees may utilize sick leave days in his/her bank at a ratio of 1/3 sick leave day per day scheduled to work during the Short Term Disability.

2. Long Term Disability

- a. Employees who, after twenty-six (26) weeks, are unable to perform some or all of the material and substantial duties of their regular occupation as reasonably determined by the Long Term Disability carrier for the Town and have at least a 20% loss in pre-disability earnings shall be eligible for Long Term Disability which shall be equal to fifty (50%) percent of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security, under the heart and hypertension law, and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for Long Term Disability benefits for the length of their disablement up to their normal retirement date.

- b. Employees who are disabled due to non-work related illness and injury and have been on Short Term Disability for three (3) months shall be sent via certified mail the necessary forms to process for Long Term Disability. The employee shall return said forms to the Town within three (3) weeks of receipt. The Town shall forward the completed forms to the insurance carrier promptly. If the checks from the insurance carrier are not available when Long Term Disability begins the Town shall make the appropriate monthly payments to the employee and shall be reimbursed by the employee upon receipt of payments from the insurance carrier.

Section 7.02 Sick Leave Bank

Employees hired before January 1, 1988 who have accumulated sick leave may retain such accumulated sick leave in a bank to be used to supplement the sick leave benefits described in this Article. Said employees may also add to this sick leave bank any unused days of occasional leave up to a maximum of a total sick leave bank of one hundred twenty (120) days. Use of accumulated sick leave shall be charged against the sick leave bank on a pro rata basis (either 1/3 for short term absences or 1/2 for long term absences). Employees hired on or after January 1, 1988 shall add to their bank any unused days of sick leave up to a maximum of thirty (30) days. As specified in Section 7.01 B (1) (c), all uses of this bank shall be at a one for one ratio. Banking of sick leave is in whole days only.

ARTICLE 8 - FUNERAL LEAVE

Section 8.01

Any employee shall be allowed up to five (5) days off with pay following the death of their current spouse, son, daughter, foster child, stepson or stepdaughter. Any employee shall be allowed up to three (3) days off with pay following the death of their: Father, Mother, and Brother, Sister, Grandchild, Stepfather, Stepmother, grandparents or in-laws.

ARTICLE 9 - LEAVES OF ABSENCE

Section 9.01

Any employee, for just cause, may be granted a leave of absence without pay and without benefits and without loss of seniority for a specified length of time, but not to exceed the time limits set forth below.

a. Short Term Leave of Absence

A short-term leave of absence may be granted for family illness, personal problems and for other reasons, which affect the ability of the Officer to perform his or her duties in accordance with Sections 9.02 and 9.03. No short term leave of absence shall be granted for a period longer than sixty (60) days; provided, however, that the short term leave may be renewed for up to two (2) successive periods of sixty (60) days in accordance with Sections 9.02 and 9.03. Officers requesting a short-term leave must provide documentation of the reason for the request as is appropriate for the circumstances.

Upon return from a short-term leave of absence, the Officer will be reassigned to his/her regular position.

b. Long Term Leave of Absence

A long-term leave of absence may be granted for a non-renewable period not to exceed 9 months in duration in accordance with Sections 9.02 and 9.03. The request for such leave must be for just cause. Any Officer wishing to return to active employment must provide the Chief, in writing, notice of his or her intent to return within 30 days prior to the end of his or her scheduled leave of absence. An Officer returning from a long-term leave of absence will be reassigned to a vacant position, if available. Otherwise, the Officer will be placed on top of the current eligibility list for six (6) months or the expiration of the list, whichever is longer. An Officer returning from a long-term leave of absence must meet the psychological, physical, background and polygraph standard in effect at the time he or she would return to active duty.

- c. Approval for leaves of absence hereunder are also contingent on staffing needs and the impact of leaves of absence on staffing needs and levels. Any Officer returning from a leave of absence hereunder will return to the pay step at which he left.

Section 9.02

Requests for short-term leave of absence without pay shall be in writing to the Chief. Requests for long term leave of absence without pay shall be in writing to the Chief of Police at least 30 days prior to the start date unless exigent circumstances prevent the request from being submitted in a timely manner.

Section 9.03

Within thirty (30) days of receipt of a request, the Police Commissioners shall act on the request. The Police Commissioners shall not unreasonably withhold the granting of a leave of absence.

Section 9.04

Seniority does not accumulate during the period of leave without pay in excess of two (2) weeks.

Section 9.05

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of his/her annual tour of duty as a member of such reserve component. The Town will pay the employee the differential between his/her military pay and his/her regular base pay.

Section 9.06

Employees requesting to voluntarily terminate their employment with the Newtown Police are required to give at least two weeks' notice in writing to the Chief of Police.

Section 9.07

When employees leave the Newtown Police Department, they will be asked to voluntarily participate in an exit "interview" of which the primary purpose of the interview is to ask the employee for valuable feedback about their work experiences at the Newtown Police Department. The exit interview process will be determined by the Newtown Police Commission.

ARTICLE 10 - CLOTHING ALLOWANCE

Section 10.01

Clothing allowance for the members of the bargaining unit shall be as follows:

A new employee shall receive a full and complete uniform upon successful completion of the Connecticut Police Academy basic training program. In the first and second year of employment he or she shall receive uniform items, if needed, up to a total of \$150.00 per fiscal year (2017), \$175 (2018), \$200 (2019). Commencing in the third year of employment and each year thereafter, he or she shall receive uniform items, if needed, up to a total of \$700.00 (2017) per fiscal year, \$750 (2018), \$800 (2019).

The purchasing of uniforms related to attending POST Basic Recruit training shall be the responsibility of the employee attending said recruit training at no cost to the Town.

A complete uniform as used in this section means:

Winter Hat or Arctic (knit)	1	Spring Jacket (Reversible)* or similar	1
Pants, Uniform	4	Capstun Spray	1
Wool Pant (Class A)	1	Capstun Spray Holder*	1
Long Sleeved Shirt (1 Class A)	5	Magazine (s)	3
Short Sleeved Shirt	4	Magazine Holder*	1
Police Shoes or Boots	1	Turtlenecks	2
Winter Jacket or Coat	1	Bulletproof Vest & 2 Covers	1
Raincoat **	1	Baseball Cap	1
Neckties (Class A)	2	Rubber Glove Pouch	1
Summons Book Holder*	1	Gunlock	1
NPD Breast Badge	1	Shooting Glasses*	1
Summer Hat (8 point)	1	Ear Protection	1
Garrison Belt (Duty Belt)*	1	Tie Bar	1
Whistle Chain* (Class A)	1	BSI gown	1
Holster, firearm*	1	Class A Dress Uniform	1
Portable Radio Holder*	1	Class A Belt & Strap	1
Traffic Vest	1	Door Keys (side, lower) and/or Fob*	1
Handcuff Case*	1	Union Contract	1
Handcuff *	1	Locker Key *	1
Winter Gloves	1	Hat Rain Cover	1
Hat Badge*	1	Frisker Gloves	1
Expandable Straight Baton & Holder*	1	NPD ID Card	1
CPR Mask	1	Citation Holder	1
Collar Brass (2 Pair – Class A)*	2		
Name Tags (Class A)	2		

Handgun & Case*	1		
Cartridge Belt (Velcro)*	1		

*Denotes uniform items, which shall be issued / transferred to a new employee from the Department's quartermaster stock provided condition of item meets Department standards.

** Denotes uniform items, which may be issued/transferred to a new employee, provided the condition of item meets Department standards.

Section 10.02 Clothing and Equipment Cleaning Services

The Town will provide a cleaning and laundering service for all clothing and equipment worn by union members during the normal course of business. It will not include socks and underwear. For plainclothes personnel, it will include sport jackets, trousers, shirts, ties, pants, blouses, etc.

The Town will bid out to obtain this service. The bid will include all costs associated with the cleaning and repairing of uniform items as outlined in the specification sheets agreed to between the Union and The Town. The cost of pickup and delivery will be included in the per unit price quote. Pick-up and delivery will occur on three days per week: Monday, Wednesday, and Friday. Turn around on all items picked up for general cleaning will not exceed the next pick-up/delivery date (i.e. items picked up on Monday will be returned on Wednesday). Pickup and delivery will be on a pre-agreed to, timed scheduled (i.e. pick-up and delivery on all items will occur on the specified days @ 2:00PM).

The bidder will have to work successfully with the Town of Newtown to establish protocols for the proper pick-up and delivery of items; to establish systems for officer item identification; and to establish a system to identify what items might need special care or other services.

Section 10.03

Any change of style, type or color of uniform or attire or any change of equipment or accouterments shall be paid by the Town, in addition to the clothing allowance.

Section 10.04 Damage to Uniforms

Upon approval by the Chief, uniforms damaged in the line of duty will be replaced by the Town at no charge to the employee or deduction from the clothing allowance. Personal property used in the line of duty will be replaced by the Town on the same basis. This Section shall not apply when the damage results from employee negligence or willful act.

Section 10.05

The Town at no charge to the employee shall supply all flashlights, batteries and required equipment.

Section 10.06

The uniform allowance shall be in the control of the employee and used at his or her discretion. When uniform items, including leather items, are purchased new or need replacement, the items shall be purchased in conformance with the standards established by the Chief. The Town and the Union shall agree on as many as three (3) sources for such items. All uniform items, including leather items, must conform to the standards set by the Chief. Any future changes in the uniform shall be for the exclusive use of the full-time sworn personnel.

Section 10.07

The Town furnishes ammunition as needed for on duty use and annual weapons qualification.

Section 10.08

Whenever an officer is moved to a temporary "acting" position that requires him/her to wear "plain clothes" the following shall be utilized:

The Officer may receive up to one half (1/2) of their clothing allowance per Section 10.01 of the contract. The Officer shall purchase the clothing first. The Officer shall then apply for reimbursement and provide proof of purchase, which shall be itemized. Upon approval by the Chief and the First Selectman's Office, the officer shall be reimbursed.

Section 10.09 Soft Body Armor

- All Patrol Officers are required to wear Ballistic Vests in their regular duty capacities. The Town shall accept a medical exception provided the officer produces the physician's note without expense to the Town and such exception will not be unreasonably denied. If a medical waiver is produced and accepted by the Town, the officer then must provide a Waiver of Liability signed by the officer and where applicable, the officer's spouse.
- Body armor that has reached the manufacturer's recommendation shall be replaced for those officers who have not waived out of or received medical exceptions from such requirement. Body Armor that is worn or damaged, or has become unserviceable prior to the manufacturer's useful life date, shall be replaced at the Town's expense, provided there is no misuse, abuse or negligence by the officer. The Chief of Police or his designee shall determine if body armor should be replaced.
- Plainclothes officers, youth officers and supervisors are not required to wear soft body armor on a day-to-day basis. In the event a supervisor, a plainclothes officer or youth officer wears the soft body armor everyday as a personal safety choice issue, they will be under the same guidelines and responsibilities as patrol officers who are required to wear them. The Town will replace, according to the manufacturer's recommendation, the vest of any plainclothes officer, youth officer or supervisor who has made the commitment to wear the vest every day as personal safety choice. The Town will not replace the body armor of any other officer who does not wear their soft body armor on a day-to-day basis. Wearing Ballistic Vests will not be required on side jobs or Board of Education assignments.
- Two (2) new vest liners shall be provided annually at the expense of the Town for officers who have not waived out of or received a medical exception.

ARTICLE 11 - INSURANCE

Section 11.01

The Town shall continue for all employees and their enrolled dependents, the following Medical Insurance benefits:

The current plan is Anthem Blue Cross/Blue Shield Century Preferred Plan as per the attached plan document inclusive of the Anthem Flex Dental Plan and vision rider.

Employees may elect either the Anthem Blue Cross Blue Shield Century Preferred PPO inclusive of the Anthem Flex Dental plan and Vision Rider or the High Deductible Health Plan with Health Savings Account (HDHP/HSA) as described in Appendix A during open enrollment periods. Employees may opt to return to PPO during open enrollment periods.

Section 11.02

The Town may change insurance carriers at any time during the course of this Agreement provided the Union receives prior notification and provided all benefits and services supplied by the new carrier shall be comparable to all benefits and services supplied by the former carrier. If the Union does not agree that the benefits and services are comparable, the Town must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. Each side shall share the cost of the arbitrator.

Section 11.03 Retiree Medical Insurance

If elected by the retiree, the Town shall continue to provide the medical insurance currently in effect for the bargaining unit to the retiree and if the retiree so desires, to his/her spouse, at the time of the employee's retirement until such time as the employee is eligible for Medicare.

Such election must be made within 60 days of the employee's retirement date. The employee shall be responsible to pay 25% of the COBRA rate for himself/herself and 100% of the COBRA rate for the spouse if the coverage is elected.

The first payment will include any arrears owed to the Town since the date of retirement plus the current month's payment. Such payments must be made to the Town by the first of each month for that month. Failure to make payments by the first of the month will result in termination of said coverage.

Section 11.04 Medical co-pay

Each employee shall pay the following in bi-weekly payments towards their medical insurance:

Copy Medical & RX		HDHP
Effective July 1 st , 2017	12%	
Effective January 1 st , 2018	13%	
Effective July 1 st , 2018	14%	Effective July 1 st 2018 10%
Effective July 1 st , 2019	15%	Effective July 1 st 2019 10%

Section 11.05 Options to Decline Coverage

Full-time employees shall be given an option one time each year to decline the medical coverage described in Section 11.01 of this Article. Employees who elect such option shall be

ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen.

The Town shall pay employees who elect such option \$1,500 in the pay period after the eligibility date and \$1500 six (6) months later. In the event an employee who had received said payments in lieu of medical coverage severs employment with the Town for any reason, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any sums owed to the employee.

Each employee who elects to decline the medical insurance shall submit to the Office of the First Selectman evidence of insurance coverage obtained elsewhere prior to receipt of the \$1,500 payment.

Section 11.06 Affordable Health Care Act - The Town and the Union agree should legislation approve and implement a tax through the Affordable Health Care Act the Town and the Union shall re-open the contract prior to February 1st, 2017.

Section 11.07 Section 125

The Town shall implement and maintain a "Section 125" Salary Reduction Agreement, which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the employment status of employee insurance premium contributions.

So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts, which may be committed by the Town or its agent(s) other than the furtherance of the I.R.C. Section 125 Plan.

Section 11.08 Life Insurance

The Town shall provide each employee with life and accidental death and dismemberment insurance equal to one hundred thousand dollars (\$100,000).

Section 11.09 Workers Compensation

Any employee who incurs an injury or illness which is covered under the Connecticut Worker's Compensation Act shall be entitled to injury leave pay at one hundred percent of the injured employee's rate of pay for the first three months. Thereafter for the subsequent three months the employee shall receive ninety percent. The town will not supplement workers compensation payments after the end of the six month period. Any Workers' Compensation weekly benefit for total or partial incapacity received by the employee will then be signed over to the Town of Newtown excluding any payments or awards for medical, surgical, hospital or nursing service.

Nothing herein shall affect the right of the Town of Newtown to reimbursement for the amount of compensation paid should an employee obtain a recovery from a third party liable in damages to the employee or the Town.

Section 11.10 Return to Work Program

Four positions in the Newtown Department of Police Services will be available for the Return-to-Work Program provided the Town can make the accommodation, which shall be determined by a first in, first out basis for a period of 90 days. A review of the accommodation shall be made at that time to determine an extension beyond the 90-day period. The supervisor and the medical care provider will continuously monitor the employee until determined fit to return to full duty.

Two of these positions shall be available for non-work related injuries. If an employee receives a work-related injury and is eligible for the Return-to-Work Program and an employee is currently utilizing the position with a non-work related injury, and there are no other work related positions currently being utilized, the employee in the non-work related injury position shall relinquish that position.

Eligibility for the return to work program shall occur upon receiving approval by the employee's medical care provider, to the extent the employee has improved to a condition that the employee is reasonably able to perform the requirements of the program. Hours of work and conditions of work shall be agreed upon between the Town and the employee's medical care provider.

Officers in the Return-to-Work Program will present themselves at the Department in civilian business attire and shall be unavailable for response to emergency calls in an effort to protect the employee from further injury. The employees shall work the Administrative Schedule (Monday through Friday, 8:00am to 4:00pm) and shall perform administrative functions.

During participation in the Return-to-Work Program, all rights enumerated under the collective bargaining agreement shall continue.

ARTICLE 12 - SENIORITY

Section 12.01

Unless otherwise indicated, seniority for all purposes within this agreement shall be defined as an employee's length of continuous service as a regular full time police officer for the Town of Newtown.

Section 12.02

An employee shall acquire seniority from the date of appointment to the Police Department as a regular full time officer.

Section 12.03

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

Section 12.04

In the event of force reduction or layoffs, the Town shall immediately provide the union with a layoff list prior to the implementation of a layoff.

In the event of a reduction in staffing, layoff shall be in inverse order of hiring within all ranks throughout the bargaining unit. Recall to work shall be in order of seniority. If an Officer is recalled, he or she has one (1) week to respond. Recall rights are for one (1) year from date of layoff. The Union President shall have preferred seniority for layoffs and recalls only. Layoff time shall not count toward seniority.

A reduction in the ranks of Detective, Sergeant, or Lieutenant shall be in inverse order of seniority in that rank. The least senior lieutenant shall bump the least senior sergeant. The sergeant, if held the rank of detective prior to appointment to sergeant, shall then bump a detective with the least seniority as a detective, who in turn shall bump the police officer with the least seniority. If that is not the case, the sergeant shall bump the least senior police officer.

Section 12.05

Seniority for the rank of Detective, Sergeant and Lieutenant shall be determined by the date of promotion.

Section 12.06

If more than one appointment is made on the same day, the seniority of such appointees shall be in the order of the appointment from the eligibility list.

Section 12.07

If an employee in a rank position refuses a bump in rank at the time of a layoff, he or she will no longer have a right to a job under the layoff and it will be deemed an involuntary termination and shall not be subject to the grievance procedure.

Section 12.08

Seniority as defined in 12.01 shall be used when assigning private details, overtime, vacation selection and shift selection.

Section 12.09

A seniority list shall be published by the Chief comprised of all members of the bargaining unit. This list shall be posted each year on or about July 1. Objections to the seniority list shall be reported to the Chief within thirty (30) calendar days of posting of that year or the seniority list stands as posted for that year.

ARTICLE 13 - COURT TIME

Section 13.01

The Town of Newtown will not take any action to require any employee to appear in Court during his/her vacation leave.

Section 13.02

Employees using their own autos for official business connected with the Newtown Police Department will be paid at the rate allowable by the Internal Revenue Service code as amended from time to time.

Section 13.03

Any officer required by the Town to testify in court during a civil or criminal proceeding who is off duty shall be paid at the applicable overtime rate.

ARTICLE 14 – RETIREMENT

Section 14.01a Defined Benefit Pension Plan

The Town and the Union agree that the provisions of the DBPP covering Police Officers shall continue in full force and effect for those employees hired prior to the signing of this Agreement.

As such, the Town shall continue to contribute the actuarial Annual Recommended Contribution (ARC), into the DBPP.

The Town agrees to continue, and employees shall be entitled to all pension benefits in effect at the time of the execution of this Agreement, provided further that all employees who are members of the "Town of Newtown Police Pension Plan" ("DBPP") amended and restated January 12th, 1986 and as amended and restated as of July 1st, 2002 with revisions dated May 13th, 2004 is incorporated herein by reference and shall not be subject to renegotiation prior to July 1st, 2045.

Section 14.01b Eligibility

Each full-time employee shall become a member of the Pension Plan on the completion of six (6) months of continuous service. A full-time Police Officer is one who is scheduled for an average of at least 37.5 hours of regular duty per week.

Section 14.01c Normal Retirement

The normal retirement date shall be the earlier of:

- a. The first day of the month coincident with or next following the employee's sixtieth (60th) birthday, or
- b. The first day of the month coincident with or next following the employee's completion of twenty-five (25) years of continuous service.

Section 14.01d Minimum Required Service

To be eligible for retirement benefits, an employee must have at least ten (10) years of continuous credited service at Normal Retirement Date.

Section 14.01e Early Retirement

With the consent of the Town, an employee may elect to retire within the ten (10) year period immediately prior to his or her Normal Retirement Date, provided he or she has completed at least twenty (20) years of continuous service. The amount of Early Retirement Benefit payable to the employee shall be equal to his or her accrued benefit with an actuarial reduction for each month by which the commencement of benefit payments precedes his/her Normal Retirement Date.

Section 14.01f Normal Retirement Benefit

Each employee shall receive a credit of two and one quarter * (2.25%) percent for each year and month of credited service in the Police Department, not to exceed a maximum of thirty (30) years of credited service or 67.5% percent. This accumulated percentage credit shall be multiplied by the final average earnings of the employee. The employee's final average earnings shall be the average of the employee's gross earnings as of the last thirty-six (36) months prior to the employee's actual date of retirement or date of termination, if earlier, subject to a maximum of one hundred twenty-five (125%) percent of the employee's annual base pay as of each June 30th within those thirty-six (36) months.

Section 14.01g Disability Retirement Benefit

An employee who is disabled so as to be prevented from engaging in any occupation and who has one (1) or more years of service in the Police Department shall be eligible for a disability benefit under the Plan. The disability benefit shall be equal to two and one quarter percent (2.25%) for each year and month of credited service earned by the employee prior to the date of his/her disability with a minimum of twenty-five (25%) percent and a maximum of eighty-five (85%) percent of base pay which shall be inclusive of any payments of Social Security, Workers' Compensation or any other payment which the Town makes or contributes for a job related disability and a maximum of fifty (50%) percent of base pay for non-job related disability.

Section 14.01h Survivor Benefits

- a. The Plan shall contain options for each employee who, at retirement, wishes to take reduced retirement benefits in order to provide that his or her surviving spouse receive a pension after he or she is deceased.
- b. The surviving spouse of an employee who dies after his or her Early or Normal Retirement Date while actively employed as a Police Officer and whose death is not incurred in the line of duty, shall be eligible to receive a benefit equal to the benefit payable to a surviving spouse assuming the employee had retired on his or her date of death and had elected to receive a fifty (50%) percent Joint and Surviving Benefit. Such benefit shall be payable until the surviving spouse remarries or dies.

- c. The surviving spouse of an employee who dies while actively employed as a Police Officer and whose death is incurred in the line of duty, shall be eligible to receive a benefit equal to one hundred (100%) percent of the member's retirement benefit projected to his/her Normal Retirement Date. Said benefits shall be paid regardless of the employee's age or service years and shall be payable until the surviving spouse remarries or dies.

For the purposes of Section 14.01h, the following shall apply:

DEFINITIONS

Line of Duty Death - Any Newtown Police Officer who has died as a direct and proximate result of a personal injury sustained in the line of duty. This includes officers who, while in an off-duty capacity, act in direct response to an emergency situation involving the general public or a violation of the law. Basic requirement for work related injury or illness. You must consider an injury or illness to be work-related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a pre-existing injury or illness. Work-relatedness is presumed for injuries and illnesses resulting from events or exposures occurring in the work environment, unless an exception in the law specifically applies.

Felonious Causes - Any Newtown Police officer who is killed in a felonious way as a result of a line of duty incident.

Accidental Causes - Any Newtown Police officer who dies in an accidental way as a result of a line of duty incident.

The category "Gunfire (Accidental)" is defined as an incident in which an officer is the victim of an accidental/unintentional discharge of a firearm by the victim officer or another officer; is the victim of a case of mistaken identity by another officer; or, is fatally wounded as the result of friendly-fire during a shooting involving one or more suspects and one or more other officers. The category "Gunfire" is defined as any incident in which an officer is the victim of a shooting by a criminal in the commission of a crime; or, is the victim of a discharge of a weapon by a civilian.

Natural Causes - Any Newtown Police officer who dies of natural causes (heart attack, brain aneurysm, etc.) due to physical exertion during a stressful event while on duty.

Example scenarios:

- Struggle with a suspect
- Foot chase or other pursuit of a suspect
- Required departmental training

The Newtown Police officer will only be eligible if hospitalization or death occurs within 48 hours of the incident and must be attributed to the incident by a certified medical professional. Written proof may be required via fax or U.S. mail. Natural causes deaths that occur while on-duty but not during or following a physical exertion during a stressful event will not be eligible.

Health Related Causes - Any Newtown Police officer who dies as a result of any health related cause (illness, disease, infection, etc.) that is a direct result of the officer's Newtown Police duties.

Example scenarios:

- Contraction of an infectious disease or illness such as Hepatitis or AIDS
- Contraction of an infection or illness as a result of a duty related illness
- Health related issues due to a HAZMAT incident

Evidence of a direct relation between a duty related incident and the contraction of a disease or illness must be presented in the form of official documentation.

Previous Injuries - Any Newtown Police officer who dies as a result of any criminal act or accidental cause sustained at any time while on duty before the actual date of death. Written proof, such as a coroner's report or department records, may be required via fax or U.S. mail.

Off Duty Deaths - Any Newtown Police officer who dies or is killed off duty while acting in an official capacity to prevent loss of property, injury, or death, or is targeted because of his/her duties as a Newtown Police officer.

INELIGIBLE CRITERIA:

Any Newtown Police Officer whose death meets one of the following conditions shall be ineligible to receive this benefit:

- Deaths attributed to voluntary alcohol or controlled substance abuse
- Deaths caused by the intentional misconduct of the officer
- Deaths caused by the officer's intention to bring about his/her own death
- Deaths attributed to an officer performing his/her duty in a grossly negligent manner at time of death
- Off-duty automobile accidents where the officer is not involved in any type of duty related activity, unless in route to, or returning from, work (portal to portal).
- Off-duty Newtown Police Officers serving as overseas peace keepers, government contractors, or active-duty military

Section 14.01i Vested Rights and Benefits

- a. An employee shall have fully vested rights and benefits under the Plan upon the attainment of ten (10) years of continuous credited service as a Police Officer for the Town.
- b. An employee with ten (10) years of continuous credited service prior to his or her Normal, Early or Disability Retirement Date and who does not elect a refund of his/her contributions shall be vested in his/her accrued benefit at date of termination determined in accordance with Section 14.07 above. The employee's vested accrued benefit shall be payable at his or her normal Retirement Date. An employee who has twenty (20) or more years of continuous credited service as of his/her date of termination may elect to receive an Early Retirement Benefit payable in accordance with Section 14.05 above.

Section 14.01j Contributions

- a. All employees shall contribute five percent (5%) of his/her base salary plus 5% of all other earnings up to twenty five percent (25%) above his/her base salary measured on a fiscal year basis to the Town Pension Plan Fund for each credited year of service, not to exceed thirty (30) credited years in total.
- b. The Town shall contribute the remaining amount required to maintain adequate funding of the Plan as determined by the Plans actuary.

Section 14.01k Non-vested Rights

An employee who terminates employment with less than ten (10) years of continuous credited service shall forfeit all rights to benefits under the Plan except that he/she is entitled to a return of his/her contributions and any interest earned thereon.

Section 14.01l Mandatory Participation

Each employee must participate in the Defined Benefit Pension Plan from the date of eligibility for the duration of his or her employment as a Police Officer with the Town.

Section 14.01m Full and Fair Review Procedure

Within thirty (30) days of a pension committee's rejection of a claim for retirement benefits, an employee may file, by certified mail a written notice seeking review of such decision with the Office of the First Selectman and with the Union President. Within ten (10) business days, the Town and the Union will each appoint a party arbitrator. Within fifteen (15) days of such appointments, the party arbitrators shall select the Panel Chairman. The failure of either party to appoint a party arbitrator gives the other party the right to select the Panel Chairman. If the party arbitrators cannot agree on a Panel Chairman within five (5) business days, they must select a Panel Chairman from a list of six (6) neutral arbitrators established by the Town and the Union. The hearing must commence within fifteen (15) days of the selection of the Panel Chairman. A decision must be rendered within thirty (30) days of the completion of the hearing, including the taking of evidence and the submission of briefs. The arbitration panel may not add to, modify, or subtract from the applicable provisions of the collective bargaining agreement and the Pension Plan Document. The costs of arbitration, except the costs for the party arbitrators, will be shared equally by the parties. The parties may agree to extend the time limits stated herein. "Days" mean calendar days. This procedure is the exclusive remedy for review of any claims under this Article. The decision of the arbitration panel shall be final and binding.

Section 14.01n Pension Committee

There shall be a Police Pension Committee comprised of the members of the Town Pension Committee plus one (1) representative from the Police Union. The Police Pension Committee shall be responsible for administering the Police Pension Plan. The Board of Selectmen shall appoint the Union representative after receiving recommendations from the Police Union.

Section 14.02 Defined Contribution Plan

All employees hired after the signing date of this Agreement may elect to participate in the Town's Defined Contribution Plan ("DCP"). The Town contribution for participating employees shall be at a rate of 15% of the employee's base pay. The participating employee's contribution rate shall be 5% of pay. An employee participating in the DCP shall be 100% vested in the Town's contribution after one year of completed service as a police officer. The DCP eligible employees shall have a 60 day election period upon hire; once elected, participation is mandatory for the term of employment. If not elected in a timely manner, the employee will not be eligible to participate in the DCP in the future. The DBPP shall no longer be available to employees hired after the signing of this Agreement. Refer to the Town's DCP for specific language.

Section 14.15 Cost of Living Adjustment

In consideration of the modifications to the Pension Plan and settlements, the Union agrees it will not bring into negotiations the subject of a Cost of Living Adjustment for a period of 10 years beginning from 1999 and in accordance with the terms negotiated for such settlement. Upon the signing of this agreement, all previous grievances relating to COLA shall be withdrawn and the town shall be held harmless from any and all liability resulting from said claims.

Article 15 Wages

2017 - 2018 – 2.25% with retro in separate check

2018 - 2019 – 2.25%

2019 - 2020 – 2.5%

2017-2018								
Steps	HIRE	1	2	3	4	5	Extra Duty Hrly Rates	
PATROL OFFICER	54,999	58,571	62,531	66,595	71,095	76,404	1.5 times + 5	2 times + 5
SERGEANT	79,615	82,052	88,304				61.85	80.80
LIEUTENANT	97,330							
DET SGT PREMIUM	1,500							
DET PREMIUM	1,000	1,750						
YO/SRO	500	1,250						
SNTE	1,000							
ADMINISTRATIVE SGT	750							
2018-2019								
Steps	HIRE	1	2	3	4	5	Extra Duty Hrly Rates	
PATROL OFFICER	56,237	59,889	63,938	68,094	72,695	78,123	1.5 times + 5	2 times + 5
SERGEANT	81,406	83,898	90,291				63.13	82.50
LIEUTENANT	99,520							
DET SGT PREMIUM	1,500							
DET PREMIUM	1,000	1,750						
YO/SRO	500	1,250						
SNTE	1,000							
ADMINISTRATIVE SGT	750							
2019-2020								
Steps	HIRE	1	2	3	4	5	Extra Duty Hrly Rates	
PATROL OFFICER	57,643	61,386	65,536	69,796	74,512	80,076	1.5 times + 5	2 times + 5
SERGEANT	83,441	85,995	92,548				64.58	84.44
LIEUTENANT	102,008							
DET SGT PREMIUM	1,500							
DET PREMIUM	1,000	1,750						
YO/SRO	500	1,250						
SNTE	1,000							
ADMINISTRATIVE SGT	750							

Section 15.02

To advance a step a newly hired or promoted member of the bargaining unit must have been employed in the position for six (6) months by July 1, otherwise, he or she shall remain at the applicable "Hire" rate until the following July. Thereafter, the employee shall advance one (1) step each July 1st and shall be paid the new rate effective the first payday in July.

Section 15.03

Any premium pay shall be added to the Patrol Officer's base salary and paid bi-weekly.

Section 15.04

Employees shall be paid bi-weekly in an amount equal to the annual rate of pay divided by twenty-six (26). The hourly rate of pay shall be determined by dividing the annual rate of pay by 2,016 hours. The daily rate of pay shall equal the hourly rate times eight (8) hours.

Section 15.05

Should the Youth Officer or School Resource Officer leave their position for any reason, the stipend(s) illustrated in Section 15.01 would be eliminated and he or she would receive whatever regular rate was appropriate for the position to which he or she returned.

Section 15.06 Lateral Hiring of Certified Police Officers

Newly hired certified police officers, certified pursuant to CGS 7-294(d) hired after the signing of this agreement, and previously employed with another Connecticut municipality, or a comparable out of state agency or with the Connecticut State Police, will initially be placed on the step of the salary schedule which is appropriate to their related police experience.

The determination of which step the newly hired certified police officer will be placed on, will be made by the First Selectman upon the recommendation of the Chief of Police and the Police Commission, after a thorough review of the employee's police experience. No newly hired certified police officer will be placed above step 4. Thereafter the employee will move to the next step according to the provisions of Section 15.02, which outline step movement.

For all other seniority issues, such as but not limited to vacations, bids, extra duty lists, etc., the seniority date would be the date of hire.

ARTICLE 16 - EDUCATION

Section 16.01

Repayment of the expense of both books and tuition up to \$100 per credit shall be made upon successful completion of any course required for a law enforcement, police science, or criminal justice bachelors, master's or doctorate degree from an accredited college or university.

Section 16.02

Police career incentive shall be \$325 for an Associate Degree or \$575 for a Bachelor's Degree or \$800 for a Master's Degree and payable on the first payday in August.

ARTICLE 17 - PRIVATE DETAILS

Section 17.01

Employees assigned to private details, will receive the following hourly rate of pay effective upon the signing of this Agreement:

1.5 times top step hourly wage + \$5 per hour

Any private detail work that is performed in excess of 8 hours shall be paid at a rate of 2 times top step wage + \$5 per hour. This also applies to any private detail work that occurs between the hours of 12:00 am and 7:00 am or any private detail work that occurs on a holiday or weekends as defined in Section 3.01.

Employees must be given at least 1.5 hours' notice of any cancellation of private duty assignment. If this does not occur then the employee shall be paid four (4) hours.

Private Detail work, which is performed outside of the Town of Newtown, shall be paid at the highest prevailing rate regardless of the municipality worked in. All private detail work shall be paid with a minimum of four (4) hours.

All employees shall be given at least a four (4) hour advance notice of private detail work opportunities, where practical. Scheduled private detail work shall be distributed to all employees on seniority and rotating basis. This rotational list will be kept separate from the Department Overtime list.

Private detail work shall be offered first, to employees who are scheduled on a regular day off, by seniority and rotation. Rotation means officers who worked or declined the last available private detail work as posted on the private detail list shall be asked last.

For the purposes of this section, employees scheduled on a Vacation, Holiday, Personal Day or Compensation day off shall be offered the private detail assignment by seniority and rotation only after all officers scheduled on a regular day off have declined or have been contacted.

Employees on vacation, holiday, and personal or compensation day off not wanting to work private detail jobs may indicate to the department that they are not available to work upon requesting the day off.

When the private detail work cannot be filled by any day off personnel, officers working other shifts shall be asked by seniority and rotation for double shift duty. Officers assigned to training on their regular day off, shall be considered working and put into this group for the purposes of working a double shift.

In the event the private detail work cannot be filled by day off personnel and employees working or volunteering for double shift, efforts should be made to split the private detail between two officers on contiguous shifts.

Section 17.02

Employees covered by this Agreement shall be given first preference for all available private detail assignments. No private detail assignment shall be offered to any employee if it would require the employee to work more than 16 hours in a 24-hour period. If no employees covered by this Agreement are available for the private detail work or if available employees have refused the private detail work, private detail work shall be assigned to supernumerary, auxiliary or part-time officers. Notwithstanding the foregoing, the right of regular employees to first preference for private detail work shall not apply to church traffic duty.

Section 17.03

Private detail assignments shall be made on a rotating basis according to seniority and availability. A card file system or other suitable system shall be used and is subject to inspection by any employee with reasonable advanced notice. Cards of employees who accept or refuse the assignment offered will be moved to the back of the file. Employees who have worked no private detail assignments for three (3) months shall be removed from the rotation for a length of time as follows:

- First occasion - four (4) months.
- Second occasion - Six (6) months.
- Third occasion - nine (9) months.
- Fourth occasion - twelve (12) months.

Employees may remove themselves from and return themselves to the rotation list by written notification. No penalty will apply to employees who are not on the rotation list.

Section 17.04

Administrative errors in scheduling employees for private details shall be corrected through the assignment of subsequent private detail jobs.

Section 17.05

Any member of the bargaining unit assigned to work a Private Detail will be required to perform any and all Law Enforcement Related duties in accordance with Department Rules and Regulations, Policies and Procedures and accepted law enforcement practices and training. These duties shall include but are not limited to directing traffic, checking parking lots, checking bathrooms, monitoring crowd activity and assisting other Personnel in these functions.

It shall be the responsibility of the assigned employee to check in with the person in charge of the function being worked and obtain any necessary or related information or assignments pertinent to the performance of that particular function. Any employee who refuses to perform the duties spelled out in this section and is found to have allegations of non-action sustained by a Department investigation, will be suspended from the Private Detail rotation for a period not to exceed six (6) calendar months or any other appropriate discipline that can be imposed, depending on the infraction committed or non-action involved as determined by the Chief.

Section 17.06

The Union agrees to hold the Town harmless in the filling of private details as spelled out in Sections 17.02 and 17.03. An employee's recourse for administrative efforts is clearly spelled out in Section 17.04.

Section 17.07

If an employee files a grievance and/or arbitration matter for any discipline received under the provisions of this section, the Union shall reimburse the Town for any expenses incurred as a result of said proceedings.

Section 17.08

In the event that all available full-time police officers are asked to work a private detail side job, whether for the Town or a private contractor, and all such officers refuse to work said private-detail side job, such job may then be offered to the Captain.

The rate of pay for the Captain working such a private detail side job will be the prevailing rate of pay for any other full-time officer working such a detail.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

Section 18.01 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible so as to insure employee morale without impairing Police Department efficiency.

Section 18.02 Definitions

- a. A "grievance" is any difference, dispute or disagreement arising out of the terms of this Agreement or Departmental rules and regulations and any discipline action or discharge.
- b. A "grievant" may be the employee and/or the Union.
- c. "Days" shall mean Town Hall working days.

Section 18.03 Procedure

STEP #1

Any employee with a grievance and/or his or her union representative shall submit said grievance in writing to the Chief within ten (10) days of the date of the alleged grievance occurred or should have been discovered. The Chief shall submit his/her decision in writing to the aggrieved employee within ten (10) days of the receipt of the grievance. A copy shall also be forwarded to the Police Commission for their review.

STEP #2

If the employee and/or the Union are not satisfied with the decision rendered by the Chief, the employee and/or the Union shall submit the grievance in writing within ten (10) days after receiving such decision to the First Selectman who shall render a decision within ten (10) days after receipt of the grievance.

STEP #3

If the Union is not satisfied with the decision rendered by the First Selectman it may, within ten (10) days after receipt of that decision, submit the grievance to the State Board of Mediation and

Arbitration. By mutual agreement of the Town and the Union, the grievance may be submitted to the American Arbitration Association. The decision rendered by the arbitrator(s) shall be final and binding on both parties. The arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The costs of arbitration shall be borne equally by the parties.

Section 18.04 Meetings

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps #1, #2 and #3.

Section 18.05 Time Extensions

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing. Each party shall have the right to an automatic extension of ten (10) days in Step #3 of Section 18.03.

Section 18.06 Mediation

The mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

Section 18.07

The retroactivity of any grievance resolution or arbitration award shall be limited to one (1) year prior to the date the grievance was filed. In the event such resolution or award is monetary in nature, retroactivity shall be limited to ninety (90) calendar days prior to the date the grievance was filed.

Section 18.08

No more than two (2) Union officials who are off duty shall be in a pay status at straight time for all hours when processing a grievance, complaint or arbitration.

ARTICLE 19 - UNION BUSINESS LEAVE

Section 19.01

Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the collective bargaining agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 19.02

One (1) member of the Union Grievance Committee plus the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for

the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 19.03

Officers of the Union, as may be designated by the Union, may be granted leave from duty without loss of pay to attend Union functions such as labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purposes set forth in this Section shall not exceed an aggregate of five (5) working days in any fiscal year. All such days must be submitted prior to and within 10 working days. All such days must have prior approval of the Chief and such approval shall not be unreasonably withheld.

Section 19.04

Any member of the Union Negotiating Committee who is on paid leave or approved leave of absence without pay may attend negotiation meetings. Any member shall not receive any additional compensation other than the paid leave compensation. Such member shall not count against the two (2) members granted leave from duty for attendance at negotiations.

ARTICLE 20 - MISCELLANEOUS

Section 20.01

Space shall be provided in the Squad Room for a Union Bulletin Board.

Section 20.02

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought in writing to the attention of an employee's superior Officer or the Chief.

Section 20.03

Employees shall not be required to shovel walks or wash vehicles.

Section 20.04

When weather conditions are such that an employee's safety is clearly endangered, the Officer in charge of the shift shall order all cruisers to return to the station and when such conditions exist, cruisers shall be dispatched only on an emergency basis and each cruiser shall be manned by at least two (2) employees.

Section 20.05

The Town recognizes that exposure to inclement weather is not desirable and will endeavor to accomplish adequate relief and to prevent excessive exposure including proper protection for individuals exposed to such condition.

Section 20.06

Employees attending training courses (except new employees attending the Police Academy) which are required or approved by the Chief, shall be permitted to use Department vehicles solely for the purpose of attending these training sessions provided vehicles are available and their use will not interfere with the orderly operation of the Department and prior approval is obtained from the Chief.

Section 20.07

The Town shall make available to each present employee and to each new employee when he or she is hired, electronic access to this Agreement.

Section 20.08 Preference Days

Of the six (6) floating holidays for Patrol Sergeants, five 5 ("preference days") may be taken whether or not they will cost overtime. Of the six (6) floating holidays for Patrol Officers (3) three may be taken whether or not they will cost overtime. Lieutenants can use two personal days or floating holidays as preference days. If patrol sergeants and officers have personal days, they can use personal days as "preference Days" instead of floating holidays. Personal days shall not cost overtime to the Town. Written requests for Individual days off, requested in advance (floating holidays, personal days, single vacation days, compensatory days except for schedule change), must be requested as far in advance as possible; Any request made within 3 days, the employee shall make the on duty shift supervisor aware of the request.

All written/electronic requests shall be made to the Scheduling Lieutenant (s). Any non-written request shall be made to the Shift Commander no less than four (4) hours in advance, except for exigent circumstances. Preference days may not be used for Christmas, Eve and Day, New Year's Eve and Thanksgiving, unless someone has agreed in writing to work the shift. The Detective Sergeant will not receive preference days. Preference Days will be tracked on a calendar year with all other time off.

Section 20.09

An employee is only eligible to become a Field Training Officer (F.T.O.) after completing three (3) years of continuous service with the Newtown Police Department.

ARTICLE 21 - PROBATIONARY PERIOD

Section 21.01

The probationary period for regular members of the Department is one (1) year from their police academy graduation date or one (1) year from the date of hire for lateral entry officers.

Section 21.02

When an employee is promoted to a higher position, he or she shall hold that position on a probationary basis for a period of six (6) months before the promotion becomes permanent.

Section 21.03

A newly hired probationary employee shall be entitled to Union representation during his or her probationary period except that actions taken with respect to discipline and discharge shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

ARTICLE 22 - DISCIPLINE LANGUAGE

Section 22.01

Any discipline in an employee's personnel file can be removed and destroyed in accordance with existing State and Federal law, the Records Retention/Disposition Schedules and the terms as outlined in this Article. All requests for destruction shall be in writing to the Chief of Police and the request for destruction of said discipline shall meet all the requirements outlined in existing State and Federal Law, and the Records Retention/Disposition Schedules

Section 22.02

The request for destruction will only be processed through the Town of Newtown provided that the employee personnel record reflects only one allowable destructible disciplinary action (as articulated in the Records Retention/Disposition Schedule [one disciplinary action that did not result in suspension, reassignment to another shift, suspension from duty without pay, suspension from duty with pay, docking of pay for time not worked, demotion, temporary relief from duty with pay, discharge or termination from employment, litigation, EAP or other action]) within a 5-year period. Should said disciplined employee not invoke the terms of this Article, the employee and the Union shall hold the Town harmless.

Section 22.03

It shall be the sole and absolute responsibility of the disciplined employee to request the remedy provided for in this article of this agreement.

Section 22.04

The employee and Union agree that upon any removal/destruction of disciplinary action from personnel files, any pending grievance and/or arbitration proceedings pertaining to such action shall be withdrawn immediately.

Section 22.05

An employee removed/relieved from duty by his superior officer other than the Chief of Police shall be entitled to a preliminary hearing conducted by the Chief, which will be held within a twenty-four (24) hour period of the time of the removal from duty.

ARTICLE 23 - LONGEVITY

Longevity shall be paid according to the following schedule:

From the 5th through 9th anniversaries	\$ 100.00
From the 10th through 14th anniversaries	\$ 400.00
From the 15th through 19th anniversaries	\$ 600.00
From the 20th through 24th anniversaries	\$ 800.00
From the 25th anniversary and each anniversary thereafter	\$1,000.00

Longevity shall be paid by separate check during the month of July to all eligible employees based upon the employee's anniversary date in that calendar year. An employee retiring prior to July will receive longevity pay in his/her last check.

ARTICLE 24 - PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Section 24.01

Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employee of the unit has enjoyed heretofore, except those specifically abridged or modified by this Agreement.

Section 24.02

During the term of this Agreement, the parties agree that they may review any past practices, procedures and customs not specifically incorporated in this Agreement.

ARTICLE 25 – MANPOWER

Section 25.01

Effective 01/01/07 the minimum manpower for the department shall be four patrol officers per day shift, four patrol officers per evening shift and three patrol officers per midnight shift.

If the department's total manpower drops to a point that it affects the ability for officers to take days off on a regular basis, the Town and the Union can agree to suspend in whole or in part this article until such time the department's total man power is replenished.

ARTICLE 26 – PROMOTIONS

Section 26.01

- a. Examinations for the rank of Sergeant shall be held every three (3) years whether or not a vacancy in the rank exists, unless the current promotional list becomes exhausted at which time the examination process will begin.

Section 26.02

- a. To be eligible for appointment, applicants for the Sergeant classification must have had five (5) years of service as a full-time Officer in the Newtown Police Department on the date of the written examination.

- b. To be eligible for appointment, applicants for the Lieutenant classification must have had at least seven (7) years of service with the Newtown Police Department and at least two (2) full years in the Sergeant classification on the date of the written examination.
- c. To be eligible for an appointment to the rank of Detective, applicants must have five (5) or more years of service as a full time police officer with the Newtown Police Department on the date of the oral examination.

Section 26.03

Notification Process for Promotional Examination: Detective, Sergeant, and Lieutenant

A minimum notice of thirty (30) days shall be posted on the Department bulletin board that a promotional examination will be held and those qualified to take the examination shall notify the Chief in writing within the 30 day posting period.

Section 26.04

Promotion Process for the Ranks of Sergeant and Lieutenant

- a. The Chief shall request the Personnel Department of the State of Connecticut or such other competent and impartial agency to conduct a written/oral/assessment center examination process for those candidates who have made timely application. The results of such examinations shall be posted on the department bulletin board. The Town will advise the Union of the agency administering the written/oral examinations in sufficient time to permit discussion with the Union.
- b. Candidates for promotion who successfully complete the written examination shall appear before an oral examination board which shall be selected by the Chief and which shall be made up of three (3) professional Police Officers who shall be at least one (1) rank above the position being tested and shall be residents of Connecticut and neither work nor reside closer than ten (10) miles of the Newtown Town line. In the event a board member recognizes an applicant, said board member shall disqualify himself. An oral examination may include an assessment center type examination process.
- c. The final ranking of candidates on a list shall be determined by giving a weight of sixty (60%) percent for the written portion of the examination and a weight of forty (40%) percent for the oral portion. The list shall be posted on the department bulletin board within 21 days of the conclusion of the oral portion of the examination process and shall remain in effect for a period of three (3) years from the date of posting. Any candidate for promotion shall sit for the oral exam portion if it is mathematically possible for such candidate to receive a passing grade of seventy percent (70%) on the combined written and oral exam scores. In computing the final score on a promotional exam, a candidate shall have added to his or her passing grade the following points for years of service on the Police Force of Newtown.

10 – less than 15 years	2 points
15 – less than 20 years	3 points
20 or more years	4 points.

- d. The years of service shall be established on the date of the scheduled written exam.
- e. Appointments to any single vacant position shall be made from the three- (3) highest-ranking candidates on the list on the date that the vacancy is to be filled. For each vacancy, a new list of three (3) top candidates shall be presented to the Police Commission for promotion. If two (2) or more vacancies are to be filled at the same time, new interviews shall be held for each vacancy. In the event that 2 or less candidates are left on a promotional list then those left will be considered for promotion provided the list is still current. The last 3 annual evaluation reports of the officers appearing before the Newtown Police Commission shall be made available to the Commission for review.

Section 26.05 Detective

The promotion process for the rank of detective shall be:

- a). The Chief shall request the Personnel Department of the State of Connecticut or such other competent and impartial agency to conduct a written examination process for those candidates who have made timely application. The officers will be graded by a passing grade of 70% or by a failing grade of below 70%.
- b) Those Officers that attain a passing grade will be considered for that promotion.
- c) The Chief will be given a list of Officers who successfully passed the written-examination. This list will be posted on the department bulletin board.
- d) The Chief will then select one of the Officers from the list and his/her recommendation shall be presented to the Newtown Board of Police Commissioners for consideration for promotion to the rank of Detective.
- e) The list shall expire after such promotion has been completed.
- f) The last 3 annual evaluation reports of the officers appearing before the Newtown Police Commission shall be made available to the Commission for review

Section 26.06 Acting Position

In the event a temporary vacancy occurs due to the illness, injury, retirement or vacancy of a Sergeant or Lieutenant and the Police Commission votes to appoint an "acting" Sergeant or Lieutenant to fill such a vacancy and there is a current promotional list for the position, the Commission shall appoint the top ranking Officer from the list as "acting" Sergeant or Lieutenant until such time as a permanent appointment is made or the Commission determines no "acting" Sergeant or Lieutenant is required.

If no current promotional list exists, the Commission shall appoint an Officer as "acting" Sergeant or a Sergeant as an "acting" Lieutenant upon the recommendation of the Chief. An "acting" Sergeant shall be paid at the Sergeant's first step salary rate for the period of time he or she serves as "acting" Sergeant. An "acting" Lieutenant shall be paid at the Lieutenant's rate during the period he or she serves as an "acting" Lieutenant. Acting time shall be used for the purpose of establishing grade of pay if promoted to a permanent position at any time.

Section 26.07

Detective Sergeant Assignment:

Upon vacancy, the Police Chief shall post a notice requesting interested eligible sergeants to notify him in writing of their desire to be considered for the assignment, attaching a copy of their resume or a list of their qualifications. The Chief will present these to the Police Commission with his/her recommendation. The candidate must be a Sergeant with at least one-year of Newtown supervisory experience to qualify.

If none of the qualified sergeants are available or interested, the Chief will determine the best-qualified candidate from the remaining list of sergeants who show an interest in the assignment. If as a last resort, no sergeants show an interest in the assignment, then the Chief will determine the best-qualified candidate from all the sergeants. Any recommendation for the assignment will go before the Police Commission for final approval.

The official title will be Sergeant/Detective Division Supervisor with no change in rank as this is an assignment not a promotion. The Sergeant assigned to this position will be allowed and authorized to use the title Detective Sergeant.

The assignment will be subject to the regular annual evaluation process as given to other supervisors. The Work Schedule shall be 5-2/5-2 (40 hour work week) Monday through Friday, rotating D-D-E-D-D-E. The hours for the evening shift will be 3:00pm to 11:00pm.

Section 26.08

Administrative Sergeant

Upon vacancy, the Police Chief shall post a notice requesting interested eligible sergeants to notify him in writing of their desire to be considered for the assignment, attaching a copy of their resume or a list of their qualifications. The candidate must be a Sergeant with at least one-year of Newtown supervisory experience to qualify.

If none of the qualified sergeants are available or interested, the Chief will determine the best-qualified candidate from the remaining list of sergeants who show an interest in the assignment. If as a last resort, no sergeants show an interest in the assignment, then the Chief will determine the best-qualified candidate from all the sergeants.

The official title will be Administrative Sergeant with no change in rank as this is an assignment not a promotion.

The assignment will be subject to the regular annual evaluation process as given to other supervisors. The Administrative Sergeant shall not be subject to Sections 4.01 and 4.03. The Sergeant assigned as the Administrative Sergeant will be assigned to a 40-hour workweek. The Sergeant assigned as the Administrative Sergeant will work Monday through Friday, 8:00 AM to 4:00 PM.

The Sergeant assigned as the Administrative Sergeant will be eligible for the benefits outlined under Section 4.07; 5 administrative days off per year. The Chief shall have sole discretion in assigning and removing Sergeants to the position. If the Administrative Sgt. wishes to be re-assigned back to Patrol Sergeant, he/she must give the Chief of Police 3 months advance notice.

Administrative Sergeants will be available for Patrol Sergeant Overtime and will be treated as articulated in Section 5.10. (Lieutenants Overtime)

ARTICLE 27 - UNION SECURITY

Section 27.01

All employees who are covered by this Agreement and who are members in good standing of the Union on the date that this Agreement becomes effective shall remain members for the duration of this Agreement or shall be required to pay a Union service fee. Said Union service fee shall be equal to the proportion of the Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

Section 27.02

The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages such dues and initiation or service fees as may be fixed by the Union and allowed by law. The Town will remit to the Union, amounts collected once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions or service fees shall continue for the duration of this Agreement.

Section 27.03

In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, which arise out of entering into or enforcement of this Article.

ARTICLE 28 - DRUG TESTING

Section 28.01

The Union agrees that the drug testing policy and procedures adopted by the Board of Police Commissioners shall be incorporated herein as a condition of employment and any modifications or changes shall be negotiated by the Town and the Union before implementation.

ARTICLE 29 HEALTH INCENTIVE

Section 29.01 Health Incentive

All members of the Bargaining Unit shall have the opportunity to voluntarily participate in the Health Incentive program. Participating employees will have the opportunity to run the course once for practice and once to obtain the program reward. During the month of April of each year the Town will conduct this program in conjunction with the Union. This Health Incentive program

will include a course and goal times described in Appendix B which has been agreed upon by both the Town and the Union. The Health Incentive program will be witnessed by both the Chief of Police or his designee and a member of the Union's executive board or their designee.

Employees on duty will have the opportunity to change into workout attire to perform the Health Incentive program.

Section 29.02 Reward

All members of the Bargaining Unit who participate in the Health Incentive program and achieve a goal time or better will receive a 12 hours Training Compensatory time added to their time and attendance file for future use. Those employees who do not achieve the goal time will not receive a Training Compensatory day and no discipline will be attached to this voluntary incentive program in any shape or form. Failure to achieve the goal time will not be noted in any shape or form in the employee's file(s).

Section 29.03 Make-Ups

If an employee is ill or injured on the date and time for which the Health Incentive program is scheduled and cannot participate, the employee will need to provide a doctor's note in order to reschedule. If an employee is unavailable to participate in this program on the scheduled date and time and the employee wishes to reschedule they shall provide in writing to the Town within 72 hours their reason(s); i.e. training, vacation, or any unforeseen circumstance.

ARTICLE 30 - YOUTH AND SCHOOL RESOURCE OFFICER

Section 30.01

The Youth Officer will be assigned to the Detective Division. The Youth Officer may be assigned to do criminal investigative work for the Detective Division as well as the Youth Officer duties as outlined in the rules and regulations of the Department. Because of the sensitive nature of the Youth Officer position, the Chief must have discretion as to assignment and reassignment in connection with that position; and similarly, the Officer must have discretion as to acceptance and continuation in the position. Accordingly, acceptance of the position by the Officer and continuation in the position by the Officer is voluntary. Similarly, appointment to the Youth Officer Position and continuation in the position by the Officer is at the absolute discretion of the Chief. If the Officer is reassigned out of the Youth Officer Position, he or she will return to his/her former position at the regular rate for that position.

Section 30.02

The School Resource Officer will be assigned to the Detective Division. The School Resource Office may be assigned to perform criminal investigative work for the Detective Division as well as the School Resource Officer's duties as outlined in the rules and regulations of the Department. Because of the sensitive nature of the School Resource Officer's position, the Chief must have discretion as to the assignment and reassignment in connection with the position and, similarly, the Officer must have discretion as to the acceptance and continuation in the position. Accordingly, acceptance of the position by the Officer and continuation in the position is voluntary. Similarly, appointment to the School Resource Officer position and

continuation in the position is at the absolute discretion of the Chief. If the Officer is reassigned at any time out of the School Resource Officer's position, he/she will return to his/her regular pay grade.

The regular workweek for the School Resource Officer and the Youth Officer will be a flexible schedule between 6:30 AM – 5:00 P.M. eight (8) consecutive hours, Monday through Friday during the traditional school year. On or about July 1st of each year said School Resource Officer shall alternate between the day shift and evening shift Monday through Friday in the Detective Division. On or about September 1st of each year the School Resource Officer will return to his/her traditional school year working schedule. In addition, the School Resource Officer's holiday benefit shall comply with the Administrative Schedule as defined in Article 3, Section 3.02 of the collective bargaining agreement.

ARTICLE 31 – STATEWIDE NARCOTICS TASK FORCE (S.N.T.F)

Section 31.01

The assignment of Police Officers to the Connecticut State Police Statewide Narcotics Task Force shall be at the sole discretion of the Chief; however, only Police Officers who volunteer for such assignment shall be assigned.

Section 31.02

"Article 4", *Hours of Work* and "Article 5", *Overtime*, of the collective bargaining agreement between the Town and the Union shall not apply to Police Officers who are assigned to the Task Force for the duration of their assignments.

Section 31.03

The workweek and work hours of Police Officers assigned to the Task Force shall be as scheduled by the Task Force Supervisor.

Section 31.04

The compensatory time policy of the Task Force shall apply to Police Officers for the duration of their assignment to the Task Force. If a Police Officer returns to the Newtown Police Department with compensatory time remaining, he or she may take such compensatory time off with advance notice to and approval by the Chief. The returning Police Officer must present written documentation from the Task Force establishing the amount of compensatory time owed.

Section 31.05

In order to be eligible for assignment to private details, Police Officers assigned to the Task Force must notify the Police Department of their availability and must meet the physical appearance standards uniformly applied to all Officers in the Department.

Section 31.06

The remaining provisions of the collective bargaining agreement between the Town and the Union shall apply to Police Officers assigned to the Task Force.

Article 32 - POLICE CANINE PROGRAM

Section 32.01

The Town, at its discretion, may establish or discontinue the Police Canine Program.

Section 32.02

The canine is the property of the Town of Newtown, until such time as the canine is ready for retirement. This retirement is to be determined by the veterinarian. At such time, the Canine Handler may have the option to adopt said canine from the town for no charge.

Section 32.03

Participation in this program shall be voluntary. An Officer with one (1) year of credited service with the Town of Newtown shall be eligible to be a canine handler. Members shall be selected from a list of Officers who have expressed an interest through a written statement to the Chief of Police. A panel of at least three canine handlers from other police departments shall interview the interested candidates. Criteria utilized by the panel shall include but is not limited to the following:

1. The ability to house canines at their own residence.
2. Receive a favorable recommendation from the panel of canine handlers.
3. Physically able to perform the tasks required of a canine handler.

The Chief of Police shall select an Officer from the members who qualify from the aforementioned prerequisites.

When the candidates are equally qualified, seniority shall prevail in the selection process.

Section 32.04

The canine handler shall work 4 p.m. to 11 p.m. The Canine Handler shall be allowed to work a different shift (other than 4 PM to 11PM) once every two (2) years for a period of four (4) months.

Section 32.05

An assignment to the Canine Program shall be voluntary by the employee and each assignment shall be for a minimum of three (3) years. Any increase in the number of canines (dogs), shall be at the discretion of the Chief of Police.

Section 32.06

The Town shall provide for and pay for the food and medical care of the canine (dog). The canine handler shall not incur any reasonable expense for the care, maintenance, upkeep and housing of the canine (dog).

Section 32.07

The work week for the canine handler shall consist of four (4), seven hour days followed by two (2) days off, followed by five (5) seven hour days, followed by two (2) days off. Any work performed over 7 hours on a scheduled workday shall be compensated at time and one half. Any overtime incurred between 11:00 p.m. and midnight shift shall be covered by the Canine Handler. In the event the canine handler is called out of Town and the minimum manpower is below three officers, overtime shall be offered on a rotational basis.

Section 32.08

The canine handler shall be eligible for private details, department overtime assignments and order-ins.

Section 32.09

A specially equipped vehicle with a canine containment system and remote door release will be assigned to the canine handler and shall be used only by them in the performance of their duties or other police related activities such as training, public relations programs, and transportation to the veterinarian. The handler shall have the ability to take the canine vehicle home. If the canine handler takes the canine vehicle home, no family members will be allowed to ride in the vehicle unless prior permission is obtained from the Chief or his designee.

Section 32.10

Unless specifically enumerated, all provisions of the collective bargaining agreement shall pertain to the canine handler.

ARTICLE 33 – DEFERRED COMPENSATION PLAN

The Town shall make available to the Union a voluntary Deferred Compensation Plan. The Union hereby agrees to indemnify and hold the Town harmless from any and all claims, law suits, judgments, etc resulting from the participation of the employees in the plan.

ARTICLE 34 – DROP PLAN

The Town shall institute a DROP plan according to the following terms and guidelines:

(a) The Deferred Retirement Option Plan (hereinafter "DROP") is intended to provide an alternative retirement option to all current employees/participants who are eligible to retire under the Police Defined Benefit Pension Plan only. The DROP is not applicable to participants in the

Police Defined Contribution Pension Plan.

(b) The DROP Period is defined as the time after the participant has elected the DROP, commencing on the date the first amount is credited to the DROP recordkeeping account within the Town-Designated 401a plan through the date that the employee/ participant separates from Town Service. The DROP Period must begin on the first day of a calendar month and end on the last day of a calendar month.

(c) An employee/participant, who is a participant in the Police Defined Benefit Pension Plan for full-time employees of the Police Department, upon reaching Normal Retirement Date, may elect the DROP retirement option at any time in lieu of other defined benefit plan retirement options set forth under this agreement.

(d) Length of DROP: The DROP Period shall be one (1) to five (5) years in length. The minimum length of the DROP will be one (1) year and a maximum length of DROP will be five (5) years and shall be in increments of years. At the time of declaration, the employee must declare the length of the DROP which may not be changed except as provided herein. If an emergency occurs, an employee may leave earlier with approval of the Employer, however in no event an employee may extend the length of the DROP period beyond the originally declared DROP period.

(e) Employees/participants may only elect to DROP on or before the commencement of their 34th year of credited service and no DROP Period shall extend beyond thirty-five years of credited service (e.g., If employee/participant has reached the end of 32 years of credited service, he/she may DROP for up to 3 years, namely, 33, 34, and 35).

(f) Written Notice of Intent to DROP: Any employee/participant with less than 34 years of credited service at the date of the execution of this agreement shall provide at least 90 days written notice to the Town of his/her intention to elect the DROP Option. Said written notice shall include the necessary employee/participant information, date to commence DROP, and the term/length of the elected DROP Period.

(g) Any employee/participant electing the DROP will be considered retired only with respect to the calculation of the employee's/participant's monthly pension benefit under the Police Defined Benefit Pension Plan on the date of the commencement of the DROP Period but will not be separated from Town service. Notwithstanding any other provision within the Police Defined Benefit Pension Plan to the contrary, a participant does not need to separate from Town Service to qualify for Pension Benefits under the Police Defined Benefit Pension Plan as long as that participant has elected the DROP.

(h) While in the elected DROP Period, the employee/participant shall remain in full Town Service at his/her current seniority, with all the terms, rights, conditions, and benefits of the Collective Bargaining Agreement e.g. wage adjustments, earned sick leave, injury leave, uniform, allowances, medical, OT, extra duty, Union status, etc.).

(i) No further defined benefit pension benefits will accrue after the DROP effective date (i.e. the monthly pension payment is locked in at the date that the participant commenced the DROP Period).

(j) When a participant elects the DROP, he/she shall be entitled to the benefits he/she would have received under the Normal Retirement provisions of the Police Defined Benefit Pension Plan (during the DROP Period) with the following exceptions:

(1) An employee who is participating in the DROP shall have payments of his/her monthly pension amounts made to a separately designated DROP account established under a 401a Plan in the participant's name.

(2) During the elected DROP period, the employee/participant will cease to make contributions to the Police Defined Benefit Pension Plan, and shall be ineligible for participation in the Police Defined Contribution Plan.

(3) Any participant who has elected the DROP may not withdraw from the DROP option once the DROP Period begins unless:

(A) The employee/participant separates from Town service; and

(B) The employee/participant applies in writing to the Employer to seek permission to be released/withdrawn from their DROP election for cause and the Employer grants that request. The Employer's decision will be final.

(k) Upon the withdrawal from the DROP, the commencement of Normal Pension benefits shall occur, and the employee shall be permanently retired and separated from employment.

(l) Terminal and Other Leave Payouts and Carryover of Sick and Vacation:

(1) Prior to commencement of the DROP period, the Town shall calculate the terminal leave payout for years of service and sick leave, as well as vacation and holiday pay, as if the participant was retiring under the normal retirement provisions of the Plan. Prior to such calculation, the participant may elect to withdraw up to thirty (30) days from his/her accumulated sick leave and/or vacation leave payout and carry those days into the DROP period.

An employee/participant may carry up to thirty (30) days from his/her accumulated sick leave and/or vacation leave payout into the elected DROP Period and receive his/her terminal leave payout for the remainder of the accumulated sick and vacation leave.

(2) Vacation/Holiday Time: Employees/participants that elect to DROP shall accrue and receive vacation and holiday time as otherwise set forth in this Agreement during the DROP Period.

(m) Upon the completion of the DROP period the employee/participant will be considered retired. The retired employee shall be entitled to full ownership of one hundred percent (100%) of the DROP account balance within thirty (30) days of his/her separation from service. Upon completion of the DROP period, the retired employee shall commence receiving monthly pension benefits (i.e., 100% of his/her normal retirement benefits determined as of the DROP effective date).

(n) Participants who elect the DROP shall participate in the then current police contract medical and dental plans and contribute the same premium cost share as active employees/participants

during their elected DROP period. Upon the completion of the DROP Period, said employee/participant shall be deemed to have retired and shall pay the premium cost, if any, applicable to a retiree in accordance with the applicable contract provisions.

(o) Participants who elect the DROP shall execute the following:

- (1) ADEA and Conn. Gen. Stats. 46a-60a(1), (age only), waiver
- (2) Notice of Election to participate in the DROP
- (3) Application for participation in the DROP
- (4) Irrevocable Resignation of Employment Letter effective upon completion of DROP

(5) Beneficiary designation

ARTICLE 35 - DURATION

This Agreement shall be in effect through June 30th, 2020. Either party wishing to amend, change or modify the provisions of this Agreement shall notify the other party, in writing, no earlier than one-hundred eighty (180) days nor less than one-hundred twenty (120) days prior to the expiration of this Agreement of its desire to amend, change or modify provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed and signed by their mutually authorized officers or representatives on this 15th Day of November 2017

E. Patricia Lopez
FOR THE TOWN

Leon Chen
FOR THE UNION

Susan Marcinek
Witness

Robert M. Cullen
Witness

ATTACHMENTS

APPENDIX A; PPO MEDICAL PLAN & HDHP/HSA

APPENDIX B HEALTH INCENTIVE COURSE & TIMES

APPENDIX A

Town of Newtown Century Preferred

Medical Benefits

Office Visit	\$30
Hospital Copay	\$250
ER/UR Copay	\$150/\$50
Outpatient Surgery	\$200
In Network Ded.	-
In Network Coin. Max.	-
In Network OOP Max.	-
In Network Coins. %	NA
Out of Network Deductible	\$400/\$800/\$1,000
Out of Network Coins. Max	\$1,600/\$3,200/\$4,000
Out of Network OOP Max.	\$2,000/\$4,000/\$5,000
Out of Network Coins. %	80%

Prescription Drug

\$10 generic/\$25 brand formulary/\$40 brand
non-formulary
\$2,000 Annual Max.
2x Mail Order Drug
NO MGD CARE EDITS
MD DAW for Brand
Over Ride

Vision Rider Yes

Dental - Flex Plan Yes

HDHP		
Cost Shares Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical & Prescription Cost Share After the Deductible	<u>Medical</u> 100%/0% Members will pay 0% of claims after the deductible. To the In-Network Coinsurance Maximum. <u>Prescription Copays</u> \$10 generic/ \$30 brand formulary / \$50 brand non-formulary 30 Day Retail and 90 day Mail for 2 Copays	Medical and Prescriptions 80/20% after deductible, up to OON co-insurance maximum
Coinsurance Maximum	\$1,000/2,000 (Includes In-Network Post Deductible Prescriptions Copays)	Not to Exceed \$2,000/4,000 OON Coinsurance Max Reduced by Any In-Network Coinsurance Expenses (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,000 individual coverage/\$10,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care (Frequency and Age Limits may apply)	Deductible not applicable	20% after deductible, subject to co-insurance limits

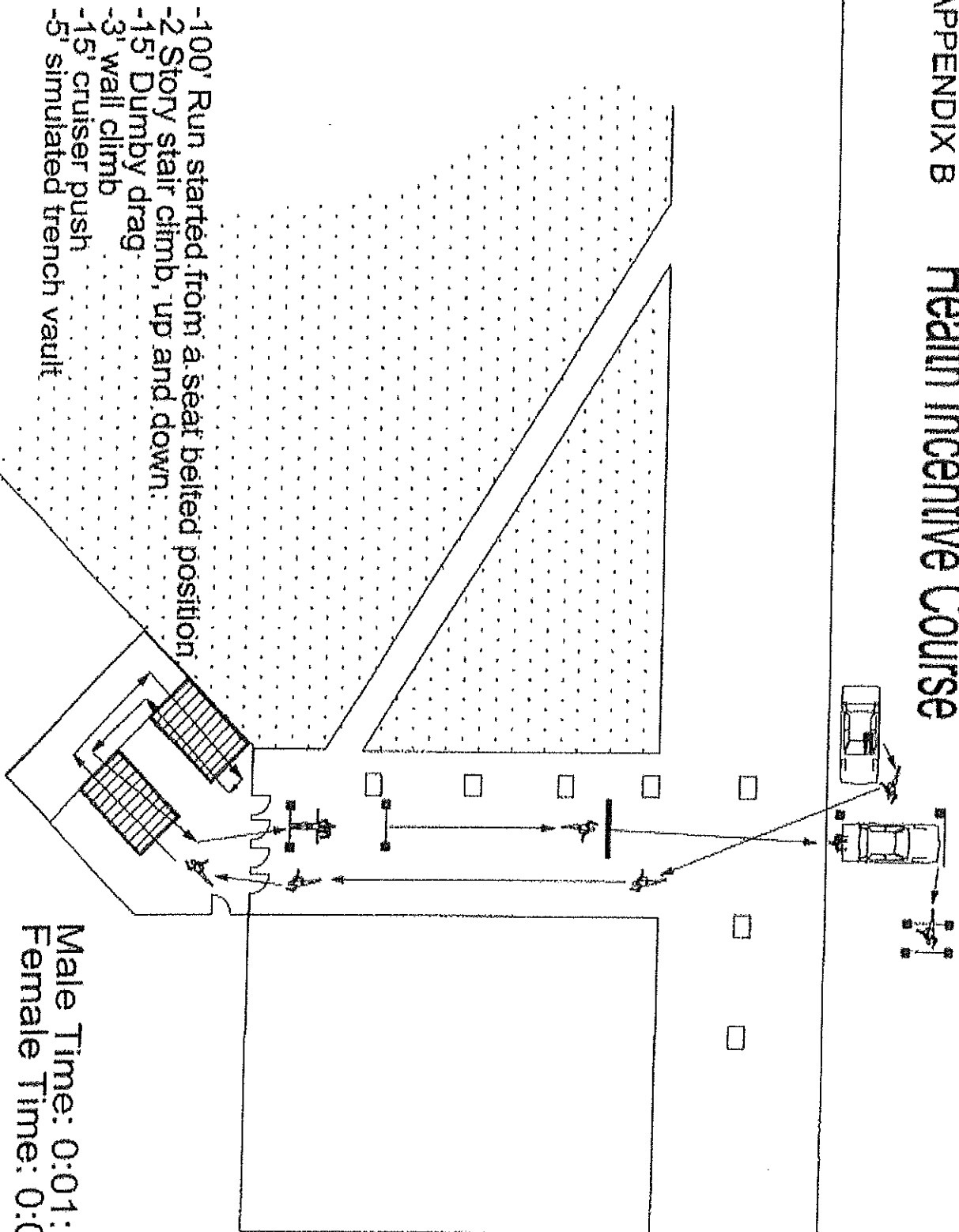
(1) Note: Annual Combined Coinsurance Maximum reflect full Out-of-Pocket Cost if an employee exhausts BOTH the In-Network and Out-of-Network Coinsurance Maximum. If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,000/\$6,000

For employee's enrolling in the HDHP plan the Town will contribute to the employee's HSA Account. Effective July 1, 2018, July 1, 2019, and July 1, 2020 the Town will contribute fifty percent (50%) of the applicable HDHP deductible. The Town's contribution will be deposited into the HSA accounts in full in the month of July.

For any employees enrolling mid-year and participating in the HDHP/HSA, the Town's contribution into the HSA will be prorated.

APPENDIX B

Health Incentive Course



Male Time: 0:01:12

Female Time: 0:01:14

