

COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF FARMINGTON

AND

**THE INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL NO. 331**

JULY 1, 2015 - JUNE 30, 2018

Town of Farmington - IBPO Local 331
2015-2018 Collective Bargaining Agreement

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AGREEMENT

BETWEEN

THE TOWN OF FARMINGTON

AND

**THE INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL NO. 331**

PREAMBLE

This Agreement entered into by and between the Town of Farmington, State of Connecticut, hereinafter referred to as the "Town", and the International Brotherhood of Police Officers, Local No. 331, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours, of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

**ARTICLE 1
RECOGNITION**

SECTION 1.1 The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the unit consisting of all regular full time, permanent investigating and uniformed members of the Farmington Police Department having the authority to exercise police powers, (exclusive of the Captain and Chief and the Municipal Animal Control Officer) of the Town hereinafter referred to as "Employees" or "Employee". The applicability of the provisions of this Agreement to the Municipal Animal Control Officer is set forth in Article 20.

**ARTICLE 2
UNION SECURITY, DUES DEDUCTION**

SECTION 2.1 As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall either remain members for the duration of this Agreement or pay an agency fee to the Union; and (ii) all employees who are not members shall, within thirty-one (31) days after the effective date

of this Agreement, either become members of the Union and remain members for the duration of this Agreement, or pay an agency fee to the Union.

SECTION 2.2 All employees hired thereafter, as a condition of employment shall become members of the Union on or before their thirty-first (31st) day of employment, and remain members for the duration of this Agreement, or pay an agency fee to the Union.

SECTION 2.3 The Town agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues and initiation fees or agency fees as may be fixed and certified to the Town by the Union and allowed by law. The Town will remit to the Union on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

SECTION 2.4 These deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

SECTION 2.5 In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that month.

ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATIONS

SECTION 3.1 Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative or otherwise.

SECTION 3.2 The Union shall notify the Town Manager in writing of the names of Union officers, and shall inform the Town Manager of changes in the list of officers.

ARTICLE 4 MANAGEMENT RIGHTS

SECTION 4.1 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.

To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Town's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department. In the event of a reduction in the number of employees, lay-off shall be in inverse order of seniority and recall shall be by seniority.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

SECTION 4.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

ARTICLE 5 SENIORITY

SECTION 5.1 Seniority shall commence on the day that the employee begins work as a paid regular, full time employee of the department, except as provided in Section 5.3 below. Seniority shall apply to a Municipal Animal Control Officer (MACO) only within the MACO Section of the Department.

SECTION 5.2 An employee's seniority shall be broken and he shall forfeit all rights and benefits under this Agreement if he (1) voluntarily resigns and quits, (2) is discharged, (3) takes a leave of absence for the purpose of working at another occupation, or (4) takes a leave of absence for more than ninety (90) days, unless the leave is for military service or educational programs approved by the Town. An employee's seniority shall not be broken by leave which is designated as leave under the Family and Medical Leave Act.

SECTION 5.3.1 No employee shall attain seniority rights under this Agreement until he has been continuously employed by the Town as a full time member of the department for a period of fifteen (15) months from the date of successful completion of the minimum basic law enforcement training at the Connecticut Police Academy or any other certified law enforcement training academy pursuant to Sections 7-294a - 7-294l, inclusive of the General Statutes of Connecticut. The timing of the hiring of new employees shall be such that a new employee will normally be scheduled to begin the minimum basic law enforcement training within a period of 30 days from the date of the new employee's hiring. During the period between the date of hiring and the completion of the minimum basic law enforcement recruit academy training, the new employee shall be a sworn Police Trainee who shall not have the powers of arrest and shall not work in the capacity of a police officer except as provided by POST regulations. During the period that the new employee (i) is a Police Trainee, (ii) is receiving the minimum basic law enforcement training and (iii) is fulfilling the full fifteen-month period following completion of such training, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probation period, the employee's seniority shall date back to the date of his original employment with the Town. In those cases where a laterally certified candidate is hired, the 15-month probationary period will begin on the date of hire.

A Municipal Animal Control Officer (MACO) shall not attain seniority rights under this Agreement until he has been continuously employed by the Town as a full time member of the Department for a period of fifteen (15) months. During the period that a newly hired MACO is in this fifteen-month period, the MACO shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and/or arbitration provisions of this Agreement. Upon completion of the employee's probation period, the employee's seniority shall date back to the date of original employment as a MACO.

SECTION 5.3.2 When an employee is promoted to the position of detective, such position shall be a temporary assignment for a one year probationary period during which time such assignment may be revoked at the discretion of the Chief for any reason whatsoever. At such time as an employee holds the position of detective for a period of one year, he shall attain the rank and full status of detective.

SECTION 5.3.3 When an employee is promoted to the position of sergeant, or lieutenant, such position shall be a temporary assignment for a one year probationary period during which time any such promotion may be rescinded for reasonable grounds. Should such a rescission occur, the affected employee shall be returned to the employee's previous rank with no loss of benefits or seniority that the employee would otherwise have had if such promotion had not been made.

SECTION 5.4 Rank seniority is the total length of continuous service of an employee as a permanent appointee in a given rank.

SECTION 5.5 Whenever more than one person is appointed to the department on the same day, the seniority of each individual as it relates to others appointed on the same day, shall be determined by their relative position on the Police Academy examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed.

SECTION 5.6 Layoff and Bumping.

Seniority shall apply in the case of layoff. In the case of layoff, the following procedures shall be followed, in order:

1. The Town shall identify the position which will be eliminated.

The Town shall notify the Union and the least senior employee holding the rank of that position, at least ten (10) days in advance, in writing.

2. The least senior employee holding the rank of that position shall have the following options:
 - a) to accept the layoff; or
 - b) to bump if his/her seniority so permits.

The employee's decision concerning this option must be made within three (3) days of receipt of notice to the employee.

3. If the employee decides to bump, the employee shall bump the least senior employee in the next lower rank, provided he/she has greater seniority than the employee to be bumped.
4. An employee who is bumped shall have the following options:

- a) to accept the layoff; or
- b) to bump if his/her seniority so permits.

5. The last employee to be bumped shall be laid off.

SECTION 5.7 Recall.

An employee who is laid off shall be placed on a recall list for the rank from which he/she was laid off and for any lower rank held in the police department prior to layoff. The employee shall remain on the recall list for a period of two (2) years.

An employee who bumps to a lower rank shall have the right to return to that rank before any new person is appointed. Recall for an individual who has bumped to a lower rank shall extend for a period of three (3) years.

During these recall periods following layoff, employees who are laid off or who bumped to a lower rank shall be given preference for reemployment based on their seniority and the rank of the vacancy.

The Town shall mail written notice of the opportunity for reemployment to a laid off employee at the employee's last address of record with the Town. The employee must respond to the notice not more than fourteen (14) days from the date it is mailed. Failure to timely respond to the notice or failure to accept an offer of reemployment shall result in the forfeiture of recall rights.

ARTICLE 6
HOURS OF WORK

SECTION 6.1 There shall be three (3) established eight (8) hour work shifts:

- Shift A, to start at 07:00 a.m.
- Shift B, to start at 3:00 p.m.
- Shift C, to start at 11:00 p.m.

SECTION 6.1.1 There shall be three (3) established eight and one-half (8.5) hour work shifts for the Patrol Shift commander:

- Shift A, to start at 6:30 a.m. and end at 3:00 p.m.
- Shift B, to start at 2:30 p.m. and end at 11:00 p.m.
- Shift C, to start at 10:30 p.m. and end at 7:00 a.m.

SECTION 6.2.1 The work shall be scheduled for each employee as agreed to by the Town and the Union. The schedule shall be posted five (5) days prior to the schedule taking effect. The work schedule for Patrol Officers and Sergeants assigned to patrol shall be determined by

seniority bid. Officers on probation shall not participate in bid shifts. Positions to be bid will conform to the actual staffing requirements for each shift based upon staffing allocations determined by the Chief of Police in accordance with Department General Orders. Bids shall be for periods consisting of three (3) months and shall be submitted to the Chief of Police not later than the first (1st) of the month previous to the month the bid shift begins. Officers may not bid for the same shift more than two bid periods in a row if notified by the Chief of Police thirty (30) days prior to bid due date of any third bid period.

Officers assigned to any shift in excess of minimum staffing requirements may be 'jumped' to an adjoining shift to fill a vacancy and maintain minimum staffing requirements on that shift. Five days' notice will normally be given to officers being 'jumped.' 'Jumping' shall be determined by inverse order of seniority.

Any officer not meeting department standards based on two successive performance evaluations below 60 and repeated violations of Rules and Regulations of the Department and showing no improvement after counseling and opportunities to improve, shall be exempt from the shift bidding process and placed on any shift designated by the Chief of Police until such time as performance meets department standards. The Town and the Union agree to meet and discuss any problems encountered with the shift bidding process during the term of this Agreement.

SECTION 6.2.2 Quick come backs will be eliminated whenever possible.

SECTION 6.2.3 Changes in the bid system will be made during a bid cycle effective the first of the month when:

- 1) a vacancy occurs on a shift which is anticipated to last at least a month; or
- 2) An officer returns to duty in patrol from an assignment not in the bid rotation or otherwise returns to duty.
- 3) Officers who anticipate completing probation within a current calendar month may submit a written request to the Patrol Commander stating their desire to fill a vacant bid. The request must be received by the 10th of the current calendar month. Upon successful completion of probation the officer's request would take effect the first day of the following month or the beginning of a new bid cycle, whichever comes first.

Requests for such changes will be made by notifying the scheduling authority in writing no later than the 10th of the month prior to the month the change would occur. Such changes and any ensuing movement of officers within the bid system will be based upon seniority and the most recent bid request on file with the scheduling authority.

SECTION 6.3.1 The regular work week for patrol officers shall be four (4) consecutive eight-hour days worked, followed by two (2) consecutive days off from work.

SECTION 6.3.2 The Chief of Police will make every effort to schedule training so as not to interfere with the regular days off for police officers. The intent of this paragraph is not meant to inhibit training or to prevent it from happening but to make an effort to recognize that an officer's time-off is valuable. Officers will not be ordered to work on regular days off not contiguous with regular assigned work shifts except during periods of Townwide or Statewide emergencies; during a major Department effort; or when there are no officers available from a continuous shift to maintain minimum staffing on a shift and there are no officers available from other police assignments.

SECTION 6.3.3 Training days shall not be scheduled on weekend days or holidays, and shall be scheduled as far in advance as possible.

SECTION 6.3.4 The regular work-week for an employee assigned to "light duty" shall be the same as other "administrative" personnel as described in Section 6.5. If an employee is on light duty for less than three (3) weeks, his schedule will be adjusted so that he averages 37.5 hours per week in a manner mutually acceptable to the employee and the Chief.

SECTION 6.3.5 The regular work-week for Police Trainees shall be five (5) consecutive eight-hour days worked followed by two (2) consecutive days off from work, consistent with a forty (40)-hour work-week.

SECTION 6.4 The regular work schedule for patrol Sergeants shall be four (4) consecutive eight-hour days worked, followed by two (2) consecutive days off from work. Patrol Sergeants will be assigned to shifts by the Chief of Police. Sergeants shall have the option of adjusting assigned days off within each three (3) month shift rotation provided at least one of them is scheduled to work each day. Administrative Personnel, other than MACO, shall have the option of adjusting assigned days off within each three month shift rotation subject to the approval of the Chief or his designee.

SECTION 6.5 For purposes of this Agreement, the term "administrative personnel" shall apply to the Lieutenants, the Patrol Executive Officer, MACO and members in the following units: Detective, Special Projects/Community Policing, Training. Administrative personnel shall work a 37 1/2 hour work week averaged over a three month period. The Chief of Police and the Union shall evaluate a 37 1/2 hour plan every year to ensure that it meets the needs of the Town and of the employees. The actual hours the employees work during the 37 1/2 hour week are covered in other sections of this Agreement.

SECTION 6.6 The ranking shift commander shall continue to work an eight and one half (8.5) hour day.

SECTION 6.7.1 The regular work hours of administrative personnel other than Special Projects, and Community Policing officers, shall be an 8 hour period, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. as determined by the Chief of Police or his designee. Special Projects and Community Policing officers shall work those hours consistent with their assignment and consistent with a 37 1/2 hour work week.

SECTION 6.7.2 The Chief of Police may change the days and/or hours worked by administrative personnel with five (5) working days' notice when there is demonstrated police related need. Except in an emergency or situation outside of the control of the Department, this provision will not be used to require work on Sunday as part of the regular work schedule.

SECTION 6.8 Detectives may be assigned to work Saturday by the Chief of Police, with five (5) working days' notice. If a detective is assigned to work Saturday, it will be in lieu of a regular work day. A detective who works Saturday will be paid at his regular rate of pay. The Chief of Police and the detective will determine by mutual agreement which regular week day the detective will take off for working Saturday.

SECTION 6.8.1 There shall be a rotation for an on call Detective who is responsible for detective call outs outside of the Detective Units normal working hours such as nights, weekends and holidays. The on call rotation will be implemented in a fair and equitable manner amongst the full time members of the unit who hold the rank of Detective. The Detective assigned to on call duty will be compensated at the rate of 4 hours at 1 ½ their rate of pay for each 7 day period that they are on call. The 4 hours of on call compensation shall be used toward the first call back when applicable. Any subsequent call backs will be considered a new a call back and will be compensated in accordance with section 7.4. See example in Appendix B.

SECTION 6.9 If a Lieutenant is assigned to work on Saturday, it will be with five (5) working days' notice, and will be in lieu of a regular work day, and he shall be paid at his regular rate of pay. The regular work day which shall be taken off by the lieutenant assigned to work Saturday shall be determined by mutual agreement of the Chief of Police and the lieutenant.

SECTION 6.10 The Town shall have the right to require personnel to work overtime. For the purpose of determining regular time and overtime pay, the regular work week shall be considered as 37 1/2 hours per week based on a schedule of four consecutive days worked on 2 consecutive days off from work, consistent with the schedule agreed to in Section 6.3.1 of this article, except with respect to Police Trainees as set forth in Section 6.3.5 above.

SECTION 6.11 During each tour of duty, all employees shall be allowed one-half (1/2) hour for lunch.

SECTION 6.12 Officers will not perform dispatching functions except in emergencies.

SECTION 6.13 The hours of the probationary officer training slot will be set at 1900 - 0300 hrs.; the day off rotation will be determined by the Chief of Police or his designee but will comply with the regular work week as outlined in Section 6.3.1 of this Agreement.

The slot is exclusively for probationary patrol officers and is not subject to the shift bid procedure outlined in Article 6, Section 6.2.1 of this Agreement (i.e., the slot will not be available to permanent officers when no probationary officers exist).

Probationary officers will be assigned to this slot as determined by the Chief of Police. Probationary officers in the Field Training Program will not be assigned to this slot.

This new slot will not increase the minimum staffing requirements but may supplement the shift and shall be counted in the current minimum staffing requirements.

Probationary officers assigned to this shift will be subject to the overtime system as outlined in Article 6, Section 6.3.2 and Article 7, Section 7.8 of this Agreement.

SECTION 6.14

Field Training Officers, when assigned an Officer in training for their shift, will receive 1 hour of straight time at the employee's rate per DOR. FTO's completing a DOR for a half shift with a trainee, will receive ½ hour of straight time at the employee's rate. See example in Appendix B.

ARTICLE 7 OVERTIME

SECTION 7.1 During the regular work week, the additional half-hour per day worked by the Patrol Shift Commander shall be compensated at one and one-half times their respective rates of pay.

SECTION 7.2 All employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for work performed in excess of eight (8) hours per day or for any hours worked not consistent with the normally-scheduled 37 1/2 hours work-week except for overtime for Police Trainees, whose overtime will be based on work performed in excess of eight (8) hours per day or for any hours worked not consistent with the normally-scheduled forty (40) hour work-week.

SECTION 7.3.1 An employee who works on any holiday referred to in Section 9.1.1 shall be compensated in addition to holiday pay at one and one-half times his regular rate of pay for each hour of his regular shift worked even if only a portion of the employee's shift falls on the holiday. An employee who works hours in excess of his regular shift on those holidays designated (*) in Article 9 shall be compensated at two and one-half times his regular rate for each hour worked in excess of his regular shift. An employee who works hours in excess of his regular shift on the remaining holidays shall be compensated at one and one-half his regular rate for each hour worked in excess of his regular shift.

SECTION 7.3.2 An employee who works Shift C shall receive overtime compensation for only one Shift C worked during a holiday, and shall not be entitled to any additional holiday overtime, even if he works another Shift C during the same twenty-four hour holiday period.

SECTION 7.3.3 Police Officers shall not work 16 hour shifts unless emergency conditions exist and then only with approval of the Chief of Police. All other volunteer overtime in excess

of the regular 4-2 schedule shall be unrestricted based on the individual officer's ability to perform his duties at an acceptable level, as determined by the Chief of Police or his designee.

SECTION 7.4 When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with said employee's regular duty hours, said employee shall be paid (i) not less than four (4) hours at his regular hourly rate of pay or (ii) time and one-half for the overtime hours worked, whichever is greater. The advisor(s) to the Explorer Post shall be paid for the actual hours worked.

SECTION 7.5 All compulsory in-service police training which is not conducted during the regular work week shall be paid at time and one-half (1 1/2) with a minimum of two (2) hours at time and one-half.

SECTION 7.6 Time spent in connection with marching in parades on Memorial Day shall be voluntary and shall not be compensated.

SECTION 7.7 Time paid for but not worked shall be considered as time worked for the purpose of computing overtime.

SECTION 7.8 Scheduled overtime shall be posted and distributed to all employees on a fair and equal basis reasonably commensurate with the particular circumstances.

Ordered Overtime

1. Ordered overtime will be determined based on the date the employee was last ordered, not the actual date worked.
2. Ordered overtime will be contiguous with assigned hours of work whenever possible in accordance with Article 6.3.2.
3. Ordered Overtime caused by filling minimums will normally be scheduled a month in advance.
4. All other ordered overtime will be assigned as quickly as possible (i.e. Sick Time).
5. If a patrol officer is already assigned overtime, then he or she is not eligible to be ordered.
6. If a police officer who has been ordered to work makes arrangements for another officer to work the ordered overtime slot, the officer's (who was ordered) position on the Ordered Overtime list will revert back to the previous entry.

Regular Overtime

1. Preference will be given to officers assigned hours of work contiguous with the overtime hours to be assigned.

2. When possible, scheduled overtime will be assigned prior to the schedule being posted.
3. Once the schedule is posted, overtime on the posted schedule will be offered for a period of three days.
4. Overtime for dates not on the posted schedule will be offered for a period of five days.
5. If a police officer refuses overtime, it will be counted as overtime worked.
6. If a police officer fails to sign the overtime sheet, that also will be considered a refusal and be counted as overtime worked if that officer has worked during the period of the time the overtime sheet was posted.
7. When a police officer has been assigned overtime and arranges for someone else to work the overtime slot, it is counted as an overtime for the officer who works the slot and it is also counted as a refusal for the officer giving up the overtime slot.
8. Officers assigned to areas of the police department other than the Patrol Division will fall under the same rules as officers assigned to the Patrol Division when:
 - A. The officer wishes to be considered for overtime in the Patrol Division.
 - B. Receives permission to have their hours changed so as to be the same as Patrol hours worked.
 - C. Submits a request for overtime consideration to the Patrol Division scheduling authority with the appropriate supervisor's permission.
 - D. Officers assigned to other areas of the police department who do not wish to be considered for overtime will not be subject to normal ordered overtime in the Patrol Division.
 - E. Requests to be considered for Patrol overtime will remain in effect until the officer submits a memo to the Patrol Division scheduling authority requesting to be taken off the overtime list.
 - F. Officers can only be taken off the list prior to the posting of a new schedule by the scheduling authority.
 - G. In the event an officer not assigned to the Patrol Division has a Patrol overtime scheduled and his or her supervisor needs to change that officer's hours so that they no longer are contiguous with assigned overtime, that overtime will be filled using other available officers as needed or ordered overtime if necessary.
9. Overtime taken by officers on their day off, or otherwise not contiguous with their shift (non-contiguous overtime), will be counted separately from contiguous overtime for purposes of determining fair and equitable distribution.
10. Officers may be ordered to fill any vacation requests of four (4) or more consecutive work days if not otherwise filled, provided: a) The request is submitted at least thirty (30) days in

advance of such date, b) Does not include a super holiday and, c) There is sufficient man-power contiguous with such shift.

For the purpose of the "C" Squad time off requests on "Superholidays" the following shift overtime (4 hour) slots are NOT orderable:

On the eve of the "Superholiday" - 11pm - 3am
and 3am - 7am.

The 11pm - 3am overtime (4 hour) slot on the exact date of the "Superholiday" is an orderable slot of overtime for the purposes of time off requests made by the "C" Squad Officers.

This language does not affect any other procedure or policy regarding "Superholidays".

If a "Superholiday" falls within any consecutive four day time off request made at least thirty days in advance of the date, the "Superholiday" is NOT orderable. The other three requested days off are orderable.

11. Refusals: When an officer has the "opportunity" for overtime, the officer will be charged only one refusal for refusing to "come in early" and one refusal for refusing to "work over" on a shift. In the event an officer has been charged with a refusal and later changes his/her mind and agrees to "work over" or "come in early", the refusal will stand and the overtime will also be counted. No officer can be charged more than a total of three (3) overtimes taken and refusals indicated on any given work day.

SECTION 7.8.1

- 1(a). Non-orderable OT scenario/Officer working on a regular day off: An overtime shift is available in a non-orderable situation causing a 4-hour or 8-hour block to be available. An officer (or several officers) is/are working an 8-hour shift that is part of their regular schedule and is contiguous to the OT block available. Another officer(s) is/are working on their day off contiguous to the OT block available.

The shift shall first be offered to all officers working their regularly scheduled shifts through the "fair and equitable" established procedure (least amount of 4-hour OT blocks accumulated within the month with ties settled by seniority).

Should all officers working their regularly scheduled shifts refuse the OT, the OT shall then be offered to the officer working already but on their day off. Supervisors will not be obligated to contact other officers on their day off to fill the overtime if the officer working on their day off refuses the overtime.

If the overtime is for the future then the scheduler will post the OT per normal procedures.

- (b). Orderable OT scenario/Officer working on a regular day off: An overtime shift is available in an orderable situation causing a 4-hour or 8-hour block to be available. An officer (or several officers) is/are working an 8-hour shift that is part of their regular schedule and is contiguous to the OT block available. Another officer(s) is/are working on their day off contiguous to the OT block available.

Should all officers working their regularly scheduled shifts refuse the OT, the OT shall then be offered to the officer working already but on their day off. Should all officers already working refuse to accept the shift on a non-orderable basis, the supervisor shall first order an eligible officer working their regular shift by last date of order. If none of those officers are eligible to be ordered, then the supervisor shall order the officer already working on their day off.

If the overtime is for the future then the scheduler will post the OT per normal procedures. If there are no eligible officers working their regular work shift then the OT shall be issued to the employee with the last date of order amongst all eligible employees not working.

2. Regional Assignments (Includes North Central Emergency Services)

Training overtime of at least 4 hours for employees assigned to NCMARS, NCMEST, CNT, or other regional efforts shall be recorded by the scheduling officer. Training shall be logged according to whether it was contiguous or non-contiguous to the officer's shift. Generally, the hours of training are not contiguous with scheduled shifts however travel time may be factored when determining whether or not the assignment is contiguous.

Officers assigned to a full time narcotics unit shall continue to receive 4 hrs. of overtime per week which will not be considered contiguous overtime.

Overtime earned as a result of a callout shall not be counted for fair and equitable purposes. The correlation to this situation would be a departmental call back for a serious incident or follow up.

3. Special Details

Special Details in which department members are assigned to work at least 4 hours shall be documented according to Article 7 . This will be applicable regardless of whether the detail is offered to all members or to a specific Unit of the department.

4. In-Service Training

All in-service training overtime of at least 4 hours shall be documented according to Article 7. Overtime for department instructors shall also be documented in the same manner.

SECTION 7.9 An employee may arrange for another employee to substitute for him or his work day provided the Chief of Police is given written notice of such substitution twenty-four (24) hours prior to the effective date of such substitution. The substituted work-day shall be re-paid within twenty eight (28) days of the substitution. The Chief of Police will not rescind such substitution unless good cause exists for such rescission. Any such substitution shall not impose additional cost on the Town.

ARTICLE 8 PRIVATE POLICE DUTY

SECTION 8.1 The term "Private Police Duty" shall mean police duty for which the Town is reimbursed for such police services by a third party. "Private Police Duty" does not apply to the MACO.

SECTION 8.2 All private police duty assignments shall be made by the chief or his agent in an equitable and fair manner in which preference will first be given to regular, full time permanent employees.

SECTION 8.3 An employee working on private police duty shall be paid time and one-half his regular rate of pay for all such work for a minimum of four (4) hours for school activities and time and one-half in four hour blocks for construction and all other activities.

Section 8.4 Employees working private duty jobs will be paid at one and one half times their current rate of pay, not to exceed maximum Detective step at time and one half. Sergeants and Lieutenants will receive maximum Detective step at time and one half . For assignments that require a supervisory employee, the supervisory employee will be paid at their current applicable rate.

**ARTICLE 9
HOLIDAYS, VACATIONS, GOOD ATTENDANCE**

SECTION 9.1.1 Each employee shall either be given the day off or, if he works on such day he shall either (i) receive the rate of compensation described in Article 7, Section 7.3.1 or (ii) take another day off and receive the rate of compensation described in Article 7, Section 7.3.1 for each of the holidays listed below:

| | |
|-----------------------------|-------------------|
| *New Year's Day | *Independence Day |
| Martin Luther King Birthday | *Labor Day |
| Washington's Birthday | Columbus Day |
| Lincoln's Birthday | *Veterans Day |
| Good Friday | *Thanksgiving Day |
| *Easter Sunday | *Christmas Day |
| Memorial Day | |

SECTION 9.1.2 Notwithstanding Section 9.1.1 before, each employee shall be paid at the rate described in Section 7.3.1 for all work performed during the twenty-four (24) hours constituting each of the holidays listed in Section 9.1.1. The holiday shall be the actual day of holiday, not the observed day, unless the date is the same.

SECTION 9.2 Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate by eight (8) hours.

SECTION 9.3 When the Chief determines that an employee shall be held over to work on a holiday he shall receive the rate described in Section 7.3.1 for the time worked on such holiday. Administrative personnel, as defined in Section 6.5, shall not work on the holidays designated (*) above unless directed to do so by the Chief of Police. Lieutenants and Sergeants may fill patrol Sergeants shift vacancies and Detectives and the Youth Officer may fill Police officer shift vacancies on those holidays at the rate described in Section 7.3.1 times their current rate of pay.

SECTION 9.4 When any time off with pay may be allowed other Farmington municipal employees as a result of an unanticipated national holiday or national day of mourning, the employee shall either be given extra time off or shall receive additional pay in lieu of such time off.

SECTION 9.5 The decision as to who should be off on holidays and on days in lieu of holidays shall be made in a fair and equitable manner irrespective of seniority.

SECTION 9.6 Employees shall receive the following annual vacation periods to be determined in accordance with Section 9.9. Those employees with less than 20 years of service shall receive additional vacation on the anniversary date of employment.

| <u>Length of Service</u> | <u>Vacation Period</u> |
|----------------------------|------------------------|
| Hire | 5 Working Days |
| One through Two years | 10 Working Days |
| Three through Four | 15 Working Days |
| Five years | 16 Working Days |
| Six years | 17 Working Days |
| Seven years | 18 Working Days |
| Eight years | 19 Working Days |
| Nine through fifteen years | 20 Working Days |
| Sixteen years | 21 Working Days |
| Seventeen years | 22 Working Days |
| Eighteen years | 23 Working Days |
| Nineteen years | 24 Working Days |
| Twenty or more years | 25 Working Days |

SECTION 9.7 Vacation periods consisting of a minimum of four (4) working days may be submitted up to ninety (90) days in advance in order to be orderable. Requests shall be granted on a first received basis irrespective of seniority. If a request is received at the same time for the same time period off, the request will be granted based on seniority to break a tie. For vacation purposes, the seniority list for patrol officers shall be separate from the seniority list for sergeants, and there shall be a separate seniority list for MACOs. Every reasonable effort, commensurate with having a sufficient number of employees present to fulfill all foreseeable requirements, will be made to permit an employee to have vacation time not exceeding four days when requested. Such request shall be acted on within a reasonable period.

If a "Superholiday" falls within any consecutive four day time off request made at least thirty days in advance of the date, the "Superholiday" is NOT orderable. The other three requested days off are orderable.

SECTION 9.8 The minimum vacation period which may be taken at any one time is one-half day.

SECTION 9.9 Full vacations are expected to be taken each anniversary year. An anniversary year is defined as a twelve month period beginning the first day of the month following the month in which the employee was hired and ending the last day of the twelfth month after this date. The maximum accumulated vacation, holiday, or earned time which an employee can carry over from anniversary year to anniversary year is the number of vacation days the employee was entitled to for the previous two anniversary years.

SECTION 9.10 The Chief of Police shall have the right to limit the number of employees who may be allowed a vacation at any one time. Such rights shall not be unnecessarily restrictive, however.

SECTION 9.11 If an employee dies while employed by the Town, or his employment is otherwise terminated, the Town shall pay the employee or his estate, as the case may be, his accumulated vacation days and holidays. Such sums shall be computed by determining the number of days earned on a pro-rated basis for such anniversary year and subtracting the number of vacation days expended.

SECTION 9.12 When an employee becomes ill while on vacation, he shall not be charged for a vacation during the time he is sick; such time will be charged as sick time, provided that the employee provides medical documentation for illness during the vacation.

SECTION 9.13 Subject to the provisions of Section 9.3, each employee shall have the option of working each year not more than twelve (12) of his holidays and vacation days for which he shall be paid extra at his regular rate of pay. A minimum two week notice is required for payment of vacation or holiday pay unless a personal emergency exists.

SECTION 9.14 In addition to holidays and vacations herein provided, if an employee shall have a perfect attendance record during any calendar quarter, he shall receive an extra day off with pay, up to a maximum of four (4) days per year. Absence for vacation leave and funeral leave will not mar otherwise perfect attendance; absence for sick leave or suspension or tardiness will mar perfect attendance.

SECTION 9.15 Earned days off requests shall be orderable based on the following conditions:

- (1) Only one orderable earned day off per shift will be allowed and requests shall be dependent upon adequate staffing levels and may be denied for a lack thereof; sick day order-ins will supercede Earned day order-ins.
- (2) Only personnel working contiguous to the earned day request shall be orderable; personnel on their day off shall not be ordered in for an Earned Day off Request.
- (3) Earned Day Off Requests shall be requested at least seventy-two hours (72 hrs.) in advance to the Chief of Police or designee and will be issued in the order that they are received.
- (4) Earned Days Off Requests cannot be used in lieu of a holiday.
- (5) Earned Days shall be accrued prior to the date of request.

ARTICLE 10 SICKNESS

SECTION 10.1 An employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing his/her duties. Each such absence will be supported by a physician's note if the absence exceeds 3 consecutive work days unless the illness or injury is of such a nature that the Town waives the furnishing of a physician's note. If the Town believes, in its discretion, that any employee is abusing sick leave, it may require a physician's note or other proof of illness provided that the Town has first counseled the employee prior to the illness or injury in question. To have an absence counted as a day of sick leave, an employee shall notify an appropriate person within his/her department of his/her illness at least 1 hour prior to his/her normal time for reporting for work. Pregnancy is not an illness or injury within the scope of this article. However, illness or injuries caused by pregnancy shall be included within the scope of this article.

SECTION 10.2 Authorized absence under this Article will include the situation when a member of employee's immediate family is so ill as to require the employee's presence at home. If the Town believes this provision is being abused by any employee, the Town may require the employee to submit a certification of such illness by a physician.

SECTION 10.3 If an employee is absent from work because of injury sustained in the course of his work for which he is entitled to compensation under the Workers' Compensation Act, the Town shall pay to the employee during the period of disability an amount equal to the difference between the amount of the employee's regular salary and the amount of Workers' Compensation received by the employee, and to the extent the Town may have paid the employee an amount greater than said difference, the employee shall pay over and assign to the Town the appropriate amount of Workers' Compensation payments received by the employee. Lump sum Workers' Compensation payments for indemnification to the employee for permanent injuries received by him shall not be paid over or assigned to the Town.

Section 10.4 Employees will be granted 5 days of sick time for paternity leave. Additional time off for paternity leave must come from accrued leave, the first 4 days of which would be orderable, with prior approval from the supervisor. This does not supersede section 10.2 above.

ARTICLE 11 FUNERAL LEAVE

SECTION 11.1 In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-father, step-mother, step-brother, step-sister, grandparent, son-in-law, daughter-in-law, or grandchild, or any member of the household regardless of relationship, an employee may have time off starting on the date of death and continuing to the date of funeral (not to exceed four days) without loss of regular pay. Such days off shall not be charged to sick leave.

SECTION 11.2 In the event of the death of an employee's brother-in-law, or sister-in-law, aunt or uncle an employee may have one calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

ARTICLE 12 MILITARY LEAVE

SECTION 12.1 Any permanent employee who leaves the service of the Town to join the military forces of the United States during time of war or other national emergency, or who is inducted by the Selective Service, shall be placed on military leave without pay in accordance with the Uniformed Services Employment Reemployment Rights Act.

SECTION 12.2 Such leave shall extend for the period of service with the military forces and for no more than ninety (90) days after discharge from service.

SECTION 12.3 Any employee on military leave who applies for re-employment within ninety (90) days from the date of his discharge, the classification of which must be honorable, shall be entitled to a position at the same level as the one he held at the time his leave was granted provided he is physically and mentally capable of meeting the minimum qualifications of the job.

SECTION 12.4 Employees returning to Town employment from military leave shall be granted all re-employment rights provided under the Uniformed Services Employment Reemployment Rights Act.

ARTICLE 13 UNION ACTIVITIES LEAVE

SECTION 13.1 The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 13.2 Two (2) members of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings are scheduled to be on duty.

SECTION 13.3 Two (2) employees designated by the Union shall be given ten (10) days annual leave from duty with full pay to attend special union activities, the purpose of which is to improve employees as police officers.

ARTICLE 14 GRIEVANCE PROCEDURE

SECTION 14.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

SECTION 14.2 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- a) discharge, suspension or other disciplinary action;
- b) charge of discrimination;
- c) interpretation and application of rules and regulations and policies of the police department; or
- d) matters relating to the interpretation and application of the articles and sections of this Agreement.

SECTION 14.3 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step One. Any employee who has a grievance shall reduce the grievance to writing and submit it within ten (10) working days of the date of the occurrence to the head of the department who shall use his best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee, the Union President, his representative, if represented, within ten (10) working days of receipt of the grievance.

Step Two. If no agreement is reached with the decision rendered by the head of the department, the employee or his representative shall submit the grievance in writing within ten (10) working days after receiving the department head's decision to the Town Manager. Within ten (10) working days after receiving such grievance, the Town Manager shall render his decision in writing to the aggrieved employee, the Union President, and his representative.

Step Three. If no agreement is reached with the decision rendered by the Town Manager, the employee or his representative may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within ten (10) working days after receipt of the written decision of the Town Manager or if mediation services are used, within ten (10) working days after the conference with the Mediator, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

The losing party in a grievance arbitration shall reimburse the prevailing party for the filing fee. There shall be no reimbursement to either party if a stipulated judgment is entered or if the parties reach a mutually agreeable settlement.

- (a) Expedited Arbitration. The parties agree to use an expedited arbitration system for cases of suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties pursuant to the following procedure:
- (b) A mutually agreed single arbitrator shall be used in accordance with the procedures of the State Board of Mediation and Arbitration, with said arbitration to commence at the earliest possible date.
- (c) The arbitrator shall issue a written memorandum of decision and award within a time schedule mutually agreed-to by the parties. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.

Mediation. The mediation services of the Board may be used after the second step above provided both parties mutually agree. A request for mediation shall be filed with the Board by the employee or his representative within five (5) working days after receipt of the written decision of the Town Manager.

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 if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Time Extensions. Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of both parties.

Recording of Minutes or Testimony. Either party shall have the right to employ at his expense a public stenographer at any step in this procedure.

Representation. Either party shall have the right, at his/her expense, of choice of representation whenever representation is desired. In the event that a criminal charge is pending against an employee, the employee shall be entitled to representation by his/her private counsel in any hearing on the criminal charge only.

**ARTICLE 15
UNIFORMS AND CLOTHING**

SECTION 15.1 The Town shall provide uniformed personnel with equipment and uniforms, except shoes and socks. The Town shall replace such uniforms as found necessary upon inspection. The Town shall provide detectives with equipment and shall provide administrative personnel with a clothing allowance of one thousand dollars (\$1,000) per year. Effective July 1st, 2013, the distribution of the \$1,000.00 clothing allowance to eligible employees will change from one yearly disbursement in July to quarterly disbursements of \$250.00 in January, April, July, and October. In the event that an employee is transferred out of a position receiving the clothing allowance after payment is made to the employee for that quarter the employee will keep the funds. When an employee is transferred into a position receiving the clothing allowance they will receive the disbursement on the first quarterly disbursement after their appointment to the position.

SECTION 15.2 Each employee shall be paid a quarterly cleaning allowance of one hundred seventy-five dollars (\$175.00) payable the 15th day of July, October, January and April.

SECTION 15.3 The Town will provide ammunition and targets for use by employees at approved ranges and at approved times.

SECTION 15.4 The Town shall reimburse any employee for the reasonable value of clothing and personal property lost or damaged in the performance of duty, provided such loss or damage is not the result of the employee's own negligence and does not exceed three hundred dollars (\$300) per item.

SECTION 15.5 Each employee shall be paid an annual allowance of two hundred dollars (\$200) to be used for the purchase of footwear for use on duty. This shall be payable by the 15th day of July.

**ARTICLE 16
INSURANCE**

SECTION 16.1 The Town shall provide the following insurance program:

16.1.1 Medical Benefits. The Town shall continue to offer the Anthem Blue Cross Preferred Health Care Benefit Plan.

Effective March 1, 2016, the following shall apply to the prescription drug benefit:

Co-payments shall be as follows:

\$5 for generic drugs

\$20 for brand name formulary drugs
\$30 for brand name non-formulary drugs

Two times co-payment for a 90-day supply by mail order

The current annual maximum of Three thousand dollars (\$3,000) shall not apply to mail order prescriptions. The current annual maximum of three thousand (\$3,000) shall continue for prescriptions otherwise obtained.

Premium Cost Sharing – Medical

Effective from the date of signing this agreement the employee shall continue to pay seventeen percent (17%) of the premium or premium equivalent for such medical coverage.

Effective 7/1/2016, the employee shall pay eighteen percent (18%) of the premium or premium equivalent for such medical coverage.

Effective 7/1/2017, the employee shall pay nineteen percent (19%) of the premium or premium equivalent for such medical coverage.

The insurance deductions will be on a pre-tax basis in accordance with section 125 of the IRS code.

Effective upon signing, the office visit co-pays shall be:

| | |
|------------------|---------|
| Specialist | \$25.00 |
| Office Visit | \$20.00 |
| Inpatient copay | \$100 |
| Outpatient copay | \$35 |
| ER copay | \$50 |
| Urgent care | \$25 |
| Allergy Services | \$15 |
| Rehab Services | \$15 |

16.1.2 Dental Plan. Connecticut Blue Cross Full Service. Dental Rider A. The employee shall pay an annual deductible of twenty-five dollars (\$25) per person with no reimbursement from the Town.

Premium Cost Sharing -- Dental

Effective 7/1/2011, the employee shall pay the same corresponding copay per year as specified in section 16.1.1.

16.1.3 Life Insurance. The Town shall provide each employee with life and accidental death and dismemberment insurance. Effective July 1, 2006, such insurance shall be in the amount of one hundred thousand dollars (\$100,000).

16.1.4 Payment In Lieu of Health Benefits. This provision is designed and applicable to those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source. To take advantage of this offer employees must complete the “Waiver of Insurance Agreement” and provide documentation of coverage from their spouse or another source. An employee may request participation in this program in June of each year although new employees can enroll at the time they are initially appointed.

The annual payment by the Town to the employee who terminates their coverage is \$1,500, \$2,300 and \$3,000 for single, two person or family coverage respectively.

Payments will be made semiannually in July and January and if an employee terminates or joins the program at any time following the date of payment, the employee shall refund that portion of payment following their reenrollment or termination on a prorated basis.

Employees may reenroll in the Town’s group health insurance program when the coverage that the employee had through another plan is terminated; when the employee or their dependents become ineligible for coverage under the other plan; when the employee acquires a new dependent and the dependent is not covered under the other plan.

Employees wishing to re-enroll under any of the above conditions shall provide required documentation and notify the Town in writing. Provided that all information is received by the Twentieth of the month and subject to any restrictions from the carrier, the Town shall enroll the employee in the group health care plan effective the first of the month following the notification.

16.1.5 Effective no later than January 1, 2013, the Town shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee’s share of health and medical premiums, deductibles, co-insurance and non-reimbursed medical expenses as well as cost of dependent care. All Medical and Dependent Care Accounts shall be set at the maximums allowed by law.

An RFP process will be engaged to secure a firm to administer the FSA program. The Town will involve the executive board of the Union in the RFP re-

view process. A final decision on a program provider will be at the sole discretion of the Town.

SECTION 16.2 The Town reserves the right to provide equivalent coverage to that described herein with a different carrier(s) or by self-insurance. The Town shall notify the Union of a proposed change at least thirty (30) days in advance and, if the Union so requests, will meet to discuss the proposed change. After such discussion, if the Union maintains that the coverage will not be equivalent, the issue shall be submitted to arbitration before a single arbitrator chosen jointly by the Town and the Union.

SECTION 16.2.1 Alternative Plan(s). The Town has the right to offer, on a voluntary basis, additional insurance plans. Any additional plans offered shall be in addition to, not in lieu of, the Anthem Blue Cross Century Preferred Health Care Benefit (or equivalent coverage with a different carrier or by self-insurance).

SECTION 16.3 Employees who retire from the Town of Farmington's Pension Plan at Normal Retirement will be eligible for the Retiree Health Insurance Program, provided they have completed at least fifteen (15) years of continuous service with the Town.

SECTION 16.4 Employees who retire from the Town of Farmington's Pension Plan at Early Retirement or later shall be eligible for the program provided they have completed at least twenty (20) years of continuous service with the Town.

SECTION 16.5 Employees who retire from the Town of Farmington's Pension Plan with a Disability Retirement will be eligible for the active employee group insurance coverage (excluding dental) until they qualify for Medicare up to a maximum of 30 months. Once they qualify for Medicare, they will be eligible for the post-age 65 Retiree Health Insurance Program (Medicare Supplemental).

SECTION 16.6 Terminated vested employees who leave employment after qualifying for Early Retirement and who subsequently retire under the Town of Farmington's Pension Plan will be eligible for the program provided they have completed at least 20 years of continuous service with the Town.

SECTION 16.7 All other terminated vested employees who leave employment and subsequently retire under the Town of Farmington's Pension Plan will not be eligible for the Retiree Health Insurance Program regardless of their length of continuous service with the Town.

SECTION 16.8 The Town shall pay seventy-five percent (75%) of the cost of the Retiree Health Insurance Program for the former employee and 50% of the cost for the spouse. In the event that a retired employee becomes employed by a new employer after retiring from the Police Department, and the new employer provides comparable benefits, the retiree has the option of suspending the Town funded medical insurance. In the event that the retired officer leaves the

employment of a new employer and there is a loss of medical benefits and/or the new employer ceases to provide comparable medical benefits, the medical benefits provided by the Town shall be reinstated effective the first full month following written notice to the Town.

- 16.8.1 Current members of I.B.P.O. will contribute .25% of base pay, on a pre-tax basis, to go towards the Town's portion of retiree medical insurance as defined by Section 16.8 of the I.B.P.O contract. The Town will use these funds to offset the Town's obligations under the Police Retiree Health Insurance Plan.
- 16.8.2 Current members of I.B.P.O. will investigate establishing a fund for the purpose of funding the Retiree portion of medical insurance as defined by Section 16.8 of the I.P.B.O contract.

SECTION 16.9 Employees who qualify for the Town of Farmington's Retiree Health Insurance Program will be eligible for the following coverages:

- 16.9.1 Pre Age 65 Coverage: Employees eligible for the Retiree Health Insurance Program before age 65 will have the same health coverage at retirement as the active employee excluding dental coverage.
- 16.9.2 Post Age 65 Coverage: Employees eligible for the Retiree Health Insurance Program will have the following lifetime health coverages (or their equivalents) at age 65:
 - (1.) Blue Cross 65 High Option Plan
 - (2.) Blue Shield 65 Plan 81
 - (3.) Blue Cross Prescription Drug Rider

SECTION 16.10 An employee who retires on or after the date of implementation of this Agreement shall be permitted to continue participation in the group life insurance program, at the same level of coverage as in effect at the time of retirement, up to age seventy (70). In order to be eligible for this benefit, an individual must retire on normal retirement with at least fifteen (15) years of continuous service with the Town or, on early retirement, with at least twenty (20) years of continuous service with the Town. Terminated vested employees shall not be eligible for retiree life insurance. The cost of retiree life insurance shall be shared equally by the Town and the retiree.

SECTION 16.11 Health Benefits Cost Containment Provisions

16.11.1 The Town will follow the Anthem Blue Cross Blue Shield Summary Booklet Century Preferred Plan Grievance and External Review Process. However, this agreement shall not modify, abridge, render moot, or otherwise affect any grievances involving Section 16.11 that are pending at the time Agreement is signed.

16.11.2 The Union and Town agree that in the event the calculated cost for the Anthem PPO plan agreed to in this Contract exceeds the Affordable Care Act Cadillac Tax threshold, as it applies to Police Officers, that the Town and Union agree to make mutually agreed upon changes to the Plan for the purpose of lowering the Plan cost to meet the Cadillac Tax threshold. The Union retains the right to utilize an expert in health insurance or a related field during this negotiation at the Union's expense.

ARTICLE 17 PENSION

SECTION 17.1 The provisions providing for retirement benefits shall be in accordance with Chapter 51 of the Town Code (formerly Pension Ordinance No. 29) as amended effective January 2012. Pension negotiations shall be conducted separately from contract negotiations.

ARTICLE 18 COURT TIME

SECTION 18.1 An employee shall receive compensation from the Town for the time spent in court and in traveling to and from court (i) when the employee is summoned to testify in any criminal proceeding or (ii) when an employee is summoned to testify in his capacity as a police officer in a civil action. An employee so summoned during off-duty hours on a regular work day shall be compensated in accordance with Section 7.4. If an employee is required to appear in court under (i) or (ii) above on the employee's day off duty, the employee shall be paid time and one half for the hours worked or a minimum of eight (8) hours at the employee's regular hourly rate of pay, whichever is greater.

ARTICLE 19 RATES OF PAY

SECTION 19.1 Wage Increases.

For retroactive pay calculations; effective and retroactive from July 1, 2015 to date of signing, all salaries shall be increased by two and one half percent (2.5%).

Upon signing until June 30th, 2016 all salaries shall be increased by two and three quarters percent (2.75%).

Effective July 1, 2016, all salaries shall be increased by two and three quarter percent (2.75%).

Effective July 1, 2017, all salaries shall be increased by three percent (3.0%).

The pay schedules are attached hereto as Appendix A and made a part of this Agreement. A newly hired police officer shall advance from the trainee rate to Step 1 upon completion of training at the Municipal Police Training Academy. Progression shall be after one year of satisfactory service in the previous step.

SECTION 19.2 A shift premium of fifty cents (\$.50) per hour shall be paid to each employee working Shift B. A shift premium of seventy-five cents (\$.75) per hour shall be paid to each employee working Shift C.

SECTION 19.3 All members of the various ranks listed in the Pay Schedules shall be paid at a rate in accordance with the amount of service they have in that particular rank, except that any member advanced or promoted to a higher rank shall be paid the next highest rate over that which he was receiving at the lower rank.

SECTION 19.4 Whenever any employee works in a classification higher than his regular classification for a period exceeding thirty (30) consecutive days, such employee shall receive the next higher step in the salary plan for the higher classification during which he so serves for the period exceeding thirty (30) days. Officers temporarily assigned to the Detective Unit on a **one year** rotational basis shall retain their officer status and will not be considered a detective. This temporary assignment will not be considered working out of a normal classification for purposes of this section. Any rotational position shall not be used to supplant detective staffing.

SECTION 19.6 Representatives of the Town and the Union will design and implement a merit bonus system, the main elements of which will require the following:

- 19.6.1 Three (3) years, at a minimum, of accredited service with the Farmington Police Department.
- 19.6.2 A "superior" or analogous rating on his/her annual evaluation.
- 19.6.3 An affirmative recommendation of the Chief of Police.
- 19.6.4 Requalification by the employee each year in order to be eligible for the merit bonus.
- 19.6.5 The merit bonus will be one thousand dollars per qualifying officer not to exceed a total pay out of seven thousand dollars. The top seven performers that meet qualifications will receive the merit bonus. Seniority will be the ruling factor for any tie with the senior officer receiving the one thousand dollar merit bonus

ARTICLE 20 GENERAL PROVISIONS

SECTION 20.1 During the term of this Agreement, the Town shall furnish the Union with an up-to-date department seniority list.

SECTION 20.2 The Town shall give to each employee, and to each new employee when he is hired, a copy of this Agreement and a copy of all department orders and police manuals. At such time as an employee is sworn in under Section 5.3.1 above, the Town shall issue to him an identification card, which when necessary shall be replaced without charge to this employee.

SECTION 20.3 The Town shall designate one bulletin board on the premises of the police department for the purpose of posting notices concerning Union business and activities.

SECTION 20.4 The Town shall, on each second Thursday, distribute to employees their regular payroll checks on a bi-weekly basis. All employees will be required to have direct deposit for their payroll checks.

SECTION 20.5 Each employee shall have the right to review his personnel file upon request to the Chief of Police. An employee shall be notified of any disciplinary material that is placed in the employee's personnel file and if the employee requests a copy of the document, a copy shall be promptly furnished to the employee.

SECTION 20.6 This Agreement along with the police manual and department orders shall be the only documents relating to wages, hours and conditions of employment. If there is an inconsistency between the wording of this Agreement and the wording of the police manual or department orders, the wording of this Agreement shall be controlling.

SECTION 20.7 There shall be no variation, alteration or amendment to this Agreement unless agreed in writing by both parties.

SECTION 20.8 Should a suit for false arrest be filed against any employee arising from his performance of official duties and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit.

SECTION 20.9 Whenever the term "Chief of Police" is used within this Agreement, it shall include his agent.

SECTION 20.10 An employee who is off duty but otherwise in condition to perform properly the duties of an on-duty employee shall be considered as acting in line of duty if such employee acts in a situation requiring police intervention. In such a case police headquarters shall be notified promptly.

SECTION 20.11 Employees shall not smoke within Town Buildings. Employees shall not smoke in Town vehicles.

SECTION 20.12 Consideration will be given by the Town to providing radios and air conditioning in police cruisers consistent with reasonable energy conservation practices.

SECTION 20.13 Nothing in this Agreement shall restrict an individual's right to be self-employed or to be employed by someone other than the Town of Farmington Police Department so long as such employment does not create a conflict of interest or could seriously impair the officer's performance in his/her regular duties. The employee shall notify the Chief of Police in writing prior to the employment, outlining the nature and location of the employment, for approval by the Chief.

SECTION 20.14 (a) A female employee shall be granted a reasonable, unpaid leave of absence for a disability resulting from her pregnancy, including an unpaid leave of six weeks subsequent to delivery; (b) a female employee who is disabled as a result of pregnancy shall also be entitled to any disability or leave benefits she may have accrued under terms of this Agreement; (c) upon completing a pregnancy-related disability leave of absence and signifying in writing her intent to return to work, an employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits; (d) the Town shall make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which any employee gives written notice of her pregnancy to the Town and the Town or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or her fetus-an employee must give written notice of her pregnancy in order to be eligible for such transfer to a temporary position; (e) any transfer of a pregnant employee pursuant to this section may be appealed under the provision of Section 46a-51 et seq. of the Connecticut General Statutes.

SECTION 20.15 Tuition Reimbursement. The Town shall reimburse an employee fifty percent of the cost of tuition for courses taken in pursuit of an undergraduate or graduate degree, subject to the following:

- a. The amount of tuition reimbursement is limited to fifty percent (50%) of the maximum in-state tuition cost per credit hour for the State of Connecticut University system. If the tuition cost exceeds this amount, the employee shall be responsible for paying the difference between the cost reimbursed by the Town and the full cost of the tuition.
- b. Tuition reimbursement is limited to tuition costs only. There shall be no reimbursement for other expenses, such as fees, books and supplies.
- c. Courses must be job related. The determination of job-relatedness shall be made by the Chief of Police. Appeal of a decision concerning job-relatedness may be addressed to the Town Manager.

- d. Tuition reimbursement shall be made upon successful completion of the course or courses. Successful completion is defined as completing the course or courses and attaining the minimum grade of C or other designation equaling an average rating in each course.
- e. This benefit is available only to full-time employees who have completed the probationary period. This benefit is not available to temporary, seasonal or part-time employees.
- f. This benefit applies only to courses started after the employee's date of hire by the Town.

SECTION 20.16 Effective the first Friday following the signing of the 2003-2006 Agreement, the supervisory position of Corporal will be eliminated from the Police Department organization. The present Corporals will assume the rank of Sergeant. Each such Corporal shall be placed on the step of the Sergeant's salary schedule which is closest to but not less than his base salary as a Corporal. These new Sergeants shall retain their seniority in reference to each other, however they shall be junior to the individual who is the most junior Sergeant when this provision is implemented. The senior Sergeant on each shift will be the shift commander; the junior Sergeant will be the shift supervisor when both Sergeants are working and the shift commander when the senior Sergeant is off duty.

Section 20.17 Non Smoking Policy

New employees hired on or after July 1, 2010 shall refrain from smoking at any time as a condition of employment, provided the contractual requirement of just cause for discipline is applicable to cases of smoking, including:

- (1) corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
- (2) any discipline shall be consistently applied and corrective in nature; and
- (3) any disciplinary decision shall take into account factors such as the nature of the offense, the record of the employee, etc.

The Town retains its contractual rights with respect to probationary employees.

**ARTICLE 21
PROMOTIONS**

SECTION 21.1 The following shall be the Promotional Procedures for the Farmington Police Department.

SECTION 21.2 Promotion to Detective.

21.2.1 Eligibility Requirements.

21.2.1.1 Candidates shall either have three (3) years of service as a full-time sworn Police Officer with the Town of Farmington and have earned thirty (30) college credits, or have five (5) years of service as a full-time sworn Police Officer with the Town of Farmington, and

21.2.1.2 Apply for the position and be placed on a promotional list developed under the following procedure:

33.3% Written Test (Test to be selected by the Chief of Police from a source properly accredited so as to be acceptable to the Union).

33.3% Oral Board (Oral Board to consist of outside supervisors one rank or higher than the promotional position).

33.3% Performance Evaluation (Average most recent two (2) years).

Seniority to break a tie.

Promotional list to be maintained for not more than one year.

21.3.2 Selection Process

The top three (3) candidates from SECTION 21.2.1.2 above, shall be submitted to the Chief of Police for his consideration.

The Chief of Police shall recommend to the Town Manager the candidate (from the top three) he believes to be best qualified for the position.

The Town Manager shall make the final selection.

SECTION 21.3 Promotion to Sergeant.

21.3.1 Eligibility Requirements.

21.3.1.1 Candidates shall have three (3) years of service as a full-time sworn Police Officer with the Town of Farmington and have earned sixty (60) college credits, and

21.3.1.2 Apply for the position and be placed on a promotional list developed under the following procedure:

33.3% Written Test (Test to be selected by the Chief of Police from a source properly accredited so as to be acceptable to the Union).

33.3% Oral Board (Oral Board to consist of outside supervisors one rank or higher than the promotional position).

33.3% Performance Evaluation (Average most recent two (2) years).

Seniority to break a tie.

Promotional list to be maintained for not more than one year.

21.3.2 Selection Process

The top three (3) candidates from SECTION 21.3.1.2 above, shall be submitted to the Chief of Police for his consideration.

The Chief of Police shall recommend to the Town Manager the candidate (from the top three) he believes to be best qualified for the position.

The Town Manager shall make the final selection.

SECTION 21.4 Promotion to Lieutenant

21.4.1 Eligibility Requirements.

Currently hold the rank of Sergeant and have earned sixty (60) college credits, and

Apply for the position and be interviewed by the Chief of Police.

21.4.2 Selection Process.

The Chief of Police shall recommend to the Town Manager the candidate he believes to be best qualified for the position.

The Town Manager shall make the final selection.

SECTION 21.5 Promotion to Captain.

21.5.1 Eligibility Requirements

Currently hold the rank of Sergeant or Lieutenant and have a bachelor's degree, and

Apply for the position and be interviewed by the Chief of Police.

21.5.2 Selection Process

The Chief of Police shall recommend to the Town Manager the candidate he believes to be best qualified for the position.

The Town Manager shall make the final selection.

**ARTICLE 22
SAVINGS CLAUSE**

SECTION 22.1 If any article or any section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections or portions thereof, which shall be valid.

**ARTICLE 23
DURATION**

SECTION 23.1 This Agreement is effective July 1, 2015. The Agreement shall remain in effect until June 30, 2018 and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice to the other parties no later than one hundred fifty (150) days prior to the expiration date of intentions to amend the Agreement. Within ten (10) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of such amendment.

SECTION 23.2 IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals this 26 day of FEB, 2016.

THE INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL NO. 331

2/26/16
Date

By Sgt. Sean Bailey
Sean Bailey
President

TOWN OF FARMINGTON

2/26/16
Date

By Kathleen A. Eagen
Kathleen A. Eagen
Town Manager

**APPENDIX A
PAY SCHEDULES**

July 1, 2015 - June 30, 2016

| | Trainee | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|----------------|----------------|----------|----------|----------|----------|----------|----------|------------|
| Police Officer | \$62,027 | \$64,540 | \$67,155 | \$69,872 | \$72,702 | \$75,643 | \$78,709 | \$81,896 |

| | | | Hire | 1 | 2 | 3 | 4 | Max |
|------------|--|--|-------------|----------|----------|----------|-----------|------------|
| Detective | | | \$76,660 | \$79,330 | \$82,378 | \$84,393 | \$86,465 | \$88,601 |
| Sergeant | | | \$81,983 | \$86,086 | \$88,193 | \$90,380 | \$92,637 | \$94,919 |
| Lieutenant | | | \$88,707 | \$93,139 | \$95,428 | \$97,790 | \$100,237 | \$102,712 |

| | Hire | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|------|-------------|----------|----------|----------|----------|----------|----------|------------|
| MACO | \$49,620 | \$51,634 | \$53,723 | \$55,897 | \$58,163 | \$60,516 | \$62,969 | \$65,518 |

July 1, 2016 - June 30, 2017

| | Trainee | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|----------------|----------------|----------|----------|----------|----------|----------|----------|------------|
| Police Officer | \$63,733 | \$66,315 | \$69,001 | \$71,793 | \$74,701 | \$77,724 | \$80,874 | \$84,148 |

| | | | Hire | 1 | 2 | 3 | 4 | Max |
|------------|--|--|-------------|----------|----------|-----------|-----------|------------|
| Detective | | | \$78,768 | \$81,512 | \$84,644 | \$86,714 | \$88,843 | \$91,038 |
| Sergeant | | | \$84,238 | \$88,453 | \$90,619 | \$92,866 | \$95,185 | \$97,529 |
| Lieutenant | | | \$91,146 | \$95,700 | \$98,052 | \$100,479 | \$102,994 | \$105,536 |

| | Hire | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|------|-------------|----------|----------|----------|----------|----------|----------|------------|
| MACO | \$50,985 | \$53,054 | \$55,200 | \$57,434 | \$59,762 | \$62,180 | \$64,700 | \$67,319 |

July 1, 2017 - June 30, 2018

| | Trainee | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|----------------|----------------|----------|----------|----------|----------|----------|----------|------------|
| Police Officer | \$65,645 | \$68,305 | \$71,071 | \$73,947 | \$76,942 | \$80,055 | \$83,300 | \$86,673 |

| | | | Hire | 1 | 2 | 3 | 4 | Max |
|------------|--|--|-------------|----------|-----------|-----------|-----------|------------|
| Detective | | | \$81,131 | \$83,957 | \$87,183 | \$89,316 | \$91,508 | \$93,769 |
| Sergeant | | | \$86,765 | \$91,106 | \$93,337 | \$95,652 | \$98,040 | \$100,455 |
| Lieutenant | | | \$93,880 | \$98,571 | \$100,994 | \$103,494 | \$106,083 | \$108,702 |

| | Hire | 1 | 2 | 3 | 4 | 5 | 6 | Max |
|------|-------------|----------|----------|----------|----------|----------|----------|------------|
| MACO | \$52,514 | \$54,646 | \$56,856 | \$59,157 | \$61,555 | \$64,046 | \$66,641 | \$69,339 |

APPENDIX B CONTRACT EXAMPLES

Section 6.8.1 Detective

Example #1. Detective #1 is assigned on call duty from 7am on Monday until 7am the following Monday. During this time Detective #1 is called into work on Wednesday from 9pm to 11pm. Detective #1 is then called into work on Saturday from 1pm to 7pm. For this week Detective #1 would receive 4 hours at time 1 ½ their rate of pay for being on call for the week which would compensate Detective #1 for the callback on Wednesday from 9pm to 11pm. Detective #1 would then be compensated 6 hours at 1 ½ their rate of pay for the callback on Saturday from 1pm to 7pm.

Example #2. Detective #1 is assigned on call duty from 7am on Monday until 7am the following Monday. During this time Detective #1 is called into work on Tuesday from 6pm until 2am the following Wednesday (8 hour callback) For this week Detective #1 would receive 4 hours at 1 ½ their rate of pay for being on call and an additional 4 hours at 1 ½ their rate of pay as a result of the 8 hour callback.

Example #3. Detective #1 is assigned on call duty from 7am on Monday until 7am the following Monday. During this time Detective #1 is not called in. Detective #1 would receive 4 hours at 1 ½ their rate of pay for being on call.

Section 6.14 FTO

Example #1. Field Training Officer 1 works a 7am to 3pm shift and is assigned a recruit officer for Field Training. FTO 1 then works a 3pm to 7pm overtime assignment in which he is not acting as a Field Training Officer. In addition to their pay for their regular duty assignment FTO 1 would be paid 1 hour at straight time (FTO Pay) and 4 hours at 1 ½ their rate of pay for their overtime assignment.

Example #2. FTO 1 works 7am to 11am and is assigned a recruit officer for Field Training during this time. FTO 1 leaves at 11am and the recruit is assigned to FTO 2 for Field Training from 11am to 3pm. In addition to their pay for the shift worked both FTO 1 and FTO 2 would each be paid ½ hour at straight time (FTO Pay).

Memorandum of Understanding

Town of Farmington & International Brotherhood of Police Officers, Local #331

RE: Allergy Services Clarification

The following contract language was agreed to for the 2015-2018 collective bargaining agreement (in relevant part):

Effective upon signing, the office visit co-pays shall be:

| | |
|------------------|---------|
| Specialist | \$25.00 |
| Office Visit | \$20.00 |
| Inpatient copay | \$100 |
| Outpatient copay | \$35 |
| ER copay | \$50 |
| Urgent care | \$25 |
| Allergy Services | \$15 |
| Rehab Services | \$15 |

Clarification on Allergy Services is required as the intent of this language was for allergy injections to be \$15. Other allergy services would follow applicable co-pays. Therefore the language should read:

Effective upon signing, the office visit co-pays shall be:

| | |
|-------------------------------|---------|
| Specialist | \$25.00 |
| Office Visit | \$20.00 |
| Inpatient copay | \$100 |
| Outpatient copay | \$35 |
| ER copay | \$50 |
| Urgent care | \$25 |
| Allergy Services (injections) | \$15 |
| Rehab Services | \$15 |

For the Union

Sgt. James Brady

Date 3/24/16

For the Town

Kathleen A. Egan

Date 3-24-16