

**AGREEMENT**

**between**

**THE CITY OF SHELTON**

**and**

**THE SHELTON POLICE UNION, INC.**

**July 1, 2009 through June 30, 2012**

## **PREAMBLE**

THIS AGREEMENT entered into by the CITY OF SHELTON, hereinafter referred to as the "CITY" and the SHELTON POLICE UNION, INC., hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the CITY and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours and working conditions.

## **ARTICLE I - RECOGNITION**

**Section 1.01.** The City recognizes the Union as the sole and exclusive bargaining agent for all regular uniformed and investigatory employees of the police department with authority to exercise police powers, excluding supernumeraries, school crossing guards, the Chief of Police and any employee holding the rank of captain and above and any employee acting as second-in-command of the police department.

## **ARTICLE II - UNION SECURITY, DUES DEDUCTION**

**Section 2.01.** All employees who are covered by this Agreement shall, as a condition of employment, remain or become a member of the Union or shall pay a union service fee as certified by the Union in accordance with the law, commencing on the thirty-second day of employment.

**Section 2.02.** The City 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, service fees, and initiation fees as may be fixed by the Union and allowed by law. The City 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 or service fees deductions shall continue for the duration of this Agreement and any extension thereof.

**Section 2.03.** In consideration of the City entering into the provisions of this Article, the Union hereby agrees that it will save the City harmless from any and all claims for damages and liabilities, including attorneys' fees and costs, by reason of carrying out the provisions of this Article.

## **ARTICLE III - EMPLOYEE RIGHTS & REPRESENTATION**

**Section 3.01.** 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.

## ARTICLE IV - MANAGEMENT RIGHTS

**Section 4.01.** It is recognized that the City, through its Chief Executive, has and will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects, except those specifically abridged or modified by this Agreement.

The City reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers and authority which the City had prior to the effective date of this Agreement. Such rights include but are not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City, and to assign equipment including, but not limited to, take home vehicles, radios, computers, tools of the trade and office space.
- B. To plan, direct and control departmental operations and hours.
- C. To determine and/or change methods, processes, equipment and facilities;
- D. To determine the extent to which work or employment shall be increased or reduced;
- E. To select and to determine the number and types of employees required to perform the City's operations;
- F. To recruit, hire, employ, transfer, promote, assign or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to reassign for training purposes.
- G. 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 City;
- H. To suspend, discharge or otherwise discipline employees;
- I. To determine job content and job classification;
- J. To insure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
- K. To establish contracts or sub contracts for municipal operations in accordance with current labor law.
- L. To determine the methods, processes, means and personnel necessary for providing police service, including the increase or diminution or change of operations or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, to determine and/or change methods processes, equipment and facilities.
- M. To develop and administer the Police Department budget.

## **ARTICLE V - UNION BUSINESS LEAVE**

**Section 5.01.** Two members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 5.02.** The President, or his designee, and the grievant shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty. This also applies to attendance at arbitration hearings.

**Section 5.03.** The president and two (2) members of the union, as may be designated in writing by the union, shall be granted leave from duty with full pay for union business, such as attending arbitration, labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed nine (9) working days in any fiscal year. Such leave may be taken in half days.

**Section 5.04.** The Union's business representative shall be permitted to visit the police department provided such visits do not interfere with the operation of the department.

## **ARTICLE VI - WORK WEEK**

**Section 6.01.** The regular work week shall consist of forty (40) hours per week, five (5) eight (8) hour days on followed by two (2) days off repeated throughout the work period and thereafter, including a thirty (30) minute lunch break. Notwithstanding the foregoing, the following regular schedule shall apply to employees assigned to the patrol division and other employees as designated by the Chief of Police: Four (4) days on, followed by two (2) days off repeated throughout the work period and thereafter, including a thirty (30) minute lunch break. Patrol supervisors work 8.25 hours per day, reporting 15 minutes before the start of their shift; patrol officers work 8 hours per day. This patrol schedule results in from 1946 hours to 2,007 hours worked per year and a fluctuating number of hours worked per week. However, it is agreed that employees working this schedule shall be paid a fixed salary bi-weekly on the basis of forty (40) hours per week with the hourly rate calculated by dividing the annual salary by 2,080 hours.

The following work periods are established: For patrol sergeants and officers – 24 days; for the investigative unit – 14 days; for all others – 7 days.

- A. At the discretion of the Chief of Police, individual Shift Commanders holding the rank of Lieutenant or above may work a 5-2 schedule (ordinarily Monday-Friday five consecutive days as determined by mutual agreement). Exceptions to these work schedules may occur with the written agreement of the Chief of Police and the Union President or their designees.
- B. All lieutenants, all personnel assigned to investigative work and other special assignments and sergeants not assigned to the patrol function shall work hours as assigned by the Chief of Police or designee. Those assigned to outside state or regional organizations shall work a flexible schedule depending on the needs of that organization.

- C. The Chief of Police or designee may assign supplemental shifts at his discretion, subject to the shift bid procedure.
- D. An employee's regular days off or work hours shall not be changed during the work period without the expressed approval of the employee or for the purpose of avoiding the payment of overtime. This provision does not apply during the transition of employees from one platoon to another due to shift bidding or to changes in hours or days off for training.

**Section 6.02.** Employees of the same rank may exchange assigned work shifts with each other but only after receiving the express written approval of the Chief or his designee and provided that the fulfillment of all exchange arrangements is a matter between the employees without City or Union involvement.

**Section 6.03.** Employees assigned to patrol shall bid their shifts every four (4) months for shift assignments to commence in January, May and September. Probationary employees do not bid shifts. The Chief of Police may make changes in individual shift assignments where circumstances require such changes for the good of the Department. Such changes shall not be made in an arbitrary and capricious manner.

**Section 6.04.** Minimum Staffing.

- A. The Department shall have the following minimum staffing: Day and midnight shifts – four (4) motorized patrol officers, plus one supervisor holding the rank of sergeant or above; afternoon shift – five (5) motorized patrol officers, plus one supervisor holding the rank of sergeant or above. When more than one supervisor is on duty, the additional supervisor does not reduce the number of motorized patrol officers required. However, once the shift has started, any supervisor may assume motorized patrol on a temporary basis. An officer on a light duty assignment shall not count toward minimum staffing unless assigned to perform the essential functions of a patrol officer or a patrol supervisor. (The term, motorized patrol officer shall mean one patrol officer assigned to a regular patrol sector in a patrol car/truck). Effective July 1, 2006 the minimum staffing for the day shift shall increase to five (5) motorized patrol officers plus one supervisor.
- B. Effective July 1, 2006, shift vacancies of one (1) hour or less may not be filled provided the shift staffing is not more than one patrol officer below minimum.
- C. When the City assigns on duty patrol officers to complete the practical portion of firearms qualification training, such officers shall not count toward shift minimum during the training period and the shift minimum staffing levels may be reduced by one during the training period. If, during the training period, the shift supervisor recalls any officer from the range to respond to calls for service and the officer does not have sufficient time to clean his/her weapon before responding, the range officer, at the officer's request shall issue a clean and serviceable firearm to the officer for temporary use. The officer shall return the temporary firearm as soon as he/she is able to clean his/her firearm.

## ARTICLE VII - OVERTIME

**Section 7.01.** All hours worked in addition to the regularly scheduled hours described in Section 6.01 of this Agreement shall be paid at one and one-half (1-1/2) times the employee's applicable hourly rate unless such work is covered by another specific Section of this Agreement or any other written agreement between the City and the Union.

**Section 7.02.** There shall be no compensatory time in lieu of overtime except as follows: Lieutenants, detectives and any personnel not assigned to the patrol division may elect compensatory time off in lieu of overtime pay at the appropriate overtime rate. Such compensatory time may be accumulated to a maximum of 24 hours except that lieutenants may accumulate up to 40 hours. The City reserves its right to pay employees for accumulated compensatory time in lieu of granting time off.

**Section 7.03.** The City shall post the schedule at least three (3) days prior to the schedule taking effect. The schedule shall be for a minimum of seven (7) days except for the patrol schedule which shall be for no less than twelve (12) days.

**Section 7.04. Scheduling Overtime.** In the event the need arises to call someone in on the schedule for more than three hours, the shift supervisor shall check the posted Availability List to determine which officers are available and will call a replacement from that list. Once the Availability List has been exhausted, the City may order in required personnel in reverse department seniority order. There shall be separate availability lists for supervisors (Sergeants and Lieutenants) and for patrol officers. Supervisory positions must be filled by supervisors; patrol positions must be filled by patrol officers. Employees who have signed the Availability List shall be offered the first right of refusal of overtime by seniority in the following order:

First, employees on off duty days for the whole shift. Priority will be given to those assigned to the shift where the vacancy occurs, then to those assigned to the other shifts by seniority;

Second, employees working on shift and going off duty for the first half of the vacant shift;

Third, employees working on shift and coming on duty for the second half of the vacant shift.

Supervisors (lieutenants or sergeants) who have signed the Availability List shall be offered the first right of refusal of overtime by department seniority in the following order: First - patrol sergeants; Second - patrol lieutenants; Third - sergeants assigned to other divisions.

When shift vacancies of less than three hours must be filled, the Availability List procedures do not apply. Employees who are working the contiguous shift will be assigned to stay over or come in early. If all such employees refuse the assignment, the number required will be ordered to work by reverse department seniority

No employee shall work more than 17 consecutive hours or 17 hours in a 24 hour period (including private duty work) except for emergencies.

**Section 7.05.** Nothing herein shall prevent the City from utilizing and scheduling supernumeraries and/or auxiliary officers for work not normally performed by members of the bargaining unit.

**Section 7.06.** Errors in scheduling employees for overtime work shall be corrected through the assignment of future overtime. Employees shall not be paid for overtime hours not actually worked.

**Section 7.07.** Employees called back to duty for hours not contiguous with the start or the end of their regular work shift shall be compensated for the following minimum number of hours at the applicable overtime or compensatory time rate: for court time and for one departmental staff meeting each month, two (2) hours; for training, two (2) hours; for any other duty, three (3) hours.

### **ARTICLE VIII - COURT TIME**

**Section 8.01.** An employee shall receive compensation at time and one-half from the City for the time spent in court or at a deposition and in traveling to and from court or deposition location when the employee is off duty (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. Any reimbursement the employee receives from the state or from any party in the civil action shall be turned over to the City. There shall be a two hour minimum, to include travel time. Any on-duty time shall be deducted from the minimum. To be eligible for compensation, the employee must file a written report with the Chief of Police or designee stating the length of time the employee was required to be in court or at a deposition and accompanied by a copy of the subpoena or other similar document.

**Section 8.02.** In the event an employee is selected to serve on jury duty, the City will pay the employee in full for each day served on jury duty when such duty is performed on a day the employee was scheduled to work provided the employee has proof of attendance. In the event an employee receives compensation through the courts for jury duty, when the employee is being compensated by the City, such employee shall sign over the payment to the City.

### **ARTICLE IX - PRIVATE DUTY WORK**

**Section 9.01.** All employees shall be given at least four (4) hours advance notice of private duty work opportunities where practicable.

**Section 9.02.** Scheduled private duty work shall be posted and distributed to employees on a fair and equitable rotating basis in accordance with the following procedure:

- A. Employees who are available and willing to work private duty will make known their specific availability by signing a "Schedule of Availability for Private Duty Work" to be posted in the Department.
- B. Private duty work will be first assigned to the employee who is available for an eight (8) hour assignment and who has been charged with the lowest number of hours of private duty work.
- C. If no employees as described in Section b. above are available for or accept assignment, employees who are available for less than eight (8) hours of private duty work will be assigned to work the private duty with employees who have been charged with the lowest number of hours of private duty work being given the first opportunity for the assignment.

- D. Employees shall have the option of declining private duty work, and, in such case, shall be charged with the number of hours of the job declined as if the employee had accepted the job. In the event an employee who is assigned private duty work reassigns the work, the employee shall be charged with the amount of hours he was scheduled to work. Reassignments shall be offered first to employees on the availability schedule with the lowest number of hours of private duty work. If no employee accepts, reassignments may be offered to any available employee. Any reassignment of private duty must be reported prior to duty to the Chief or designee.
- E. If no employees of the Shelton Police Department are available for the private duty work or if available employees refuse the private duty work, employees may be ordered in by the Chief or designee. First order in shall be from the availability list by lowest number of hours. If no employee has signed the availability list, order in shall be by reverse seniority among patrol officers.

**Section 9.03.** An employee who accepts a private duty assignment and thereafter cannot work the assignment is responsible to provide his own substitute. The employee who originally accepts the work and all subsequent substitutes will be charged for the hours of the job. The employee who works the job will be paid. Notwithstanding the foregoing, an employee who leaves a private duty assignment because of illness or other legitimate reason shall be paid for the hours he actually served on such assignment, and any employee who replaces him shall be paid for the remaining hours of such assignment.

**Section 9.04.** Errors in scheduling employees for private duty work shall be corrected through the next assignment of future private duty jobs. Employees shall not be paid for private duty hours not actually worked.

**Section 9.05.** The rate for employees working on private duty assignment shall be one and one-half (1-1/2) times the hourly rate at the top step of the Patrol Officer's Salary Schedule. Assignments shall be scheduled for a minimum of three (3) hours. Any portion of an hour worked shall be considered one (1) full hour for pay purposes. Notwithstanding the foregoing, private duty worked for the City of Shelton or the Shelton Board of Education shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate. Adjustments to the time and one-half (1-1/2) rates for private duty shall be effective as soon as possible after this Agreement is signed and shall not be retroactive.

**Section 9.06.** Because of the substantial expense in implementing and maintaining the "MERF Fund B" pension plan, a surcharge shall be added to the cost of private duty work. The surcharge shall be a percentage of the private duty hourly rate to be implemented each August 1st and calculated as follows:

Total prior fiscal year annual contribution by the City to "MERF Fund B" (including but not limited to amortization payments, assessments for plan administration, and the payments made as a percentage of annual earnings) divided by the prior fiscal year payroll for police MERF participants.

When the pension surcharge is adjusted, the City shall provide information to the Union indicating the basis of the calculation. The City may add an additional five percent (5%) surcharge to the private duty hourly rate to cover the cost of administering the private duty work assignments and other fringe benefit costs such as workers' compensation.

**Section 9.07.** New full-time employees shall be placed on the private duty list with the highest number of hours as of the date the employees are eligible to work private duty, i.e., when they have completed the field training program and have been approved by the Training Supervisor.

**Section 9.08.** Employees shall receive a minimum of three (3) hours' pay for private duty work if the job is cancelled within ninety (90) minutes of the starting time.

### **ARTICLE X - SCHEDULING PAID TIME OFF**

**Section 10.01.** With the exception of paid leave days requested because of personal illness or injury or for illness or injury of an immediate family member for whom the employee is the primary care giver or for death of a relative covered by the funeral leave article, for paid time off to be granted, employee requests must be submitted to the Chief of Police or designee at least 48 hours in advance or as otherwise provided in this Agreement. In the case of an emergency, this notice requirement may be waived at the discretion of the Chief of Police or designee.

**Section 10.02.** All paid time off must be scheduled in full day increments, except compensatory time, personal days and union business leave which may be scheduled in 4 hour increments. Paid leave for personal illness or injury shall be charged in one hour increments.

**Section 10.03.** No more than 3 patrol officers and 1 patrol supervisor per shift will be allowed paid time off at the same time, provided, however, this limitation may be waived by the Chief of Police or designee if, by granting the time off request, no additional overtime cost for the City will result.

**Section 10.04.** For the purposes of this Article, paid time off is defined as all leave with pay including, without limitation, union business leave, holidays, vacation, sick and personal leave days, compensatory time, and funeral leave. Leave for short and long term disability and work-related injury leave are excluded.

### **ARTICLE XI - HOLIDAYS**

**Section 11.01.** The following days shall be observed as paid holidays:

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

**Section 11.02.** In addition to the holidays listed in Section 11.01, employees shall be eligible for two (2) floating holidays off each year. Employees may schedule and take their floating holidays, upon at least 48 hours notice and with the permission of the Chief of Police or designee. There shall be no payment in lieu of floating holidays.

**Section 11.03.** Holidays (other than floating holidays) which occur between January 1st and June 30th shall be taken before July 1st. Any employee who has not taken such days off shall, during the month of July, be paid at his regular hourly rate for each holiday not taken. Holidays (other than floating holidays) which occur between July 1st and December 31st shall be taken before January 1st.

Any employee who has not taken such days off shall, during the month of January, be paid at his regular hourly rate for each holiday not taken.

**Section 11.04.** Employees assigned to work the following holidays shall be paid at time and one-half and receive a future holiday off: Memorial Day, Thanksgiving Day, Christmas Day, and New Year's Day.

**Section 11.05.** In the event an employee is on authorized sick leave, injury leave, or any other authorized extended leave with pay (other than vacation), the employee shall be credited only for those holidays which occur in the first 60 calendar days of the leave.

## **ARTICLE XII - VACATIONS**

**Section 12.01.** Employees shall be granted time off with pay for vacations according to the following schedule:

- A. Two (2) weeks after one (1) year of service.
- B. Three (3) weeks after six (6) years of service.
- C. Four (4) weeks after twelve (12) years of service.
- D. Five (5) weeks after eighteen (18) years of service.

**Section 12.02.** An employee's service for vacation purposes shall be based on the employee's most recent date of hire as a regular police officer.

**Section 12.03.** The vacation period shall be July 1st to June 30th of each fiscal year.

**Section 12.04.** An employee who voluntarily leaves or is retired from service shall be paid the total sum of his unused vacation and holidays earned.

**Section 12.05.** In the event of death of an employee, the employee's accrued vacation and holiday allowance shall be paid his beneficiary or beneficiaries.

**Section 12.06.** The scheduling of vacations shall be as follows:

- A. All vacation scheduling is subject to the approval of the Chief of Police or designee. Granting of vacation requests is subject to the limitations stated in Article X – Scheduling Time Off.
- B. Vacations shall be requested prior to the fiscal year by April 30th in order of seniority in order to have priority. Vacations requested after that date shall be granted by the Chief of Police or designee on a first-come, first-served basis.
- C. The granting of three (3) or more weeks consecutively to an employee entitled to the aforementioned weeks is dependent upon the requirements of the work load of the department.
- D. Each employee may schedule up to 10 individual days of vacation each year and employees eligible for 5 weeks vacation may schedule up to 15 individual days of vacation each year. No more than 5 individual days may be requested with 48 hours notice; the remainder must be requested in advance of the work schedule being posted.

- E. Employees who will accrue an additional vacation week during the fiscal year based on their date of hire (under section 12.01), shall be permitted to take that vacation in advance of their anniversary date of hire during the fiscal year in which it would be earned. Should an employee take this advanced vacation time and leave employment prior to their anniversary date, the employee shall be liable for repayment to the City of that time and may be subject to a wage garnishment from their final wages up to the amount of the advance which shall not exceed five working days.

**Section 12.07.** Employees may carry over up to two weeks of unused vacation. Unused vacation shall be automatically carried over into the next fiscal year; however the unused vacation that is carried over shall not exceed two weeks. There is no payment in lieu of vacation except pursuant to Sections 12.04 and 12.05 above. Any employee who is on authorized sick leave, injury leave, or any other authorized extended leave with pay (in excess of thirty (30) calendar days) shall continue to earn vacation, provided, however that, upon return to work, the employee shall not be eligible in any given year to take more vacation days than those which he is entitled under section 12.01 above plus up to two weeks of carried over vacation.

### **ARTICLE XIII - SICK LEAVE**

#### **Section 13.01. Non-Job Related Disability Benefits.**

- A. **Definition.** Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. The date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of disability.
- B. **Eligibility.** To be eligible for disability benefits, an employee must have completed twelve (12) months of continuous employment by the City and must be a full-time employee and, unless otherwise indicated in any sub-section of Section 13.01, must present medical documentation substantiating the total disability which is acceptable to the Chief or designee. If the documentation is not acceptable, then the case shall be referred to a physician designated by the City for final determination. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained by referring the employee to a physician jointly designated by the employee's physician and the City's physician. The third medical opinion shall prevail. If the determination of eligibility for disability benefits is delayed, the employee shall be paid at the applicable disability rate until a final determination is made.
- C. **Absences of Five (5) or Less Consecutive Work Days For Probationary Employees.** A probationary employee shall be paid for five (5) days of absence due to illness or injury in each calendar year without medical documentation substantiating the illness or injury. Any other days of absence due to illness or injury shall be paid at the discretion of the Chief of Police or designee, provided the employee has submitted acceptable medical documentation substantiating the illness. Sick days not used do not accumulate from year to year. As used in this sub-section 12.01 c., "illness or injury" shall be limited to:

1. Illness or injury, except where directly traceable to employment by an employer other than the City of Shelton.
2. When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.

D. Sick Days For Regular Employees.

1. In January of each year, regular employees shall be credited with 12 sick days. Sick days may be taken without advance notice for personal illness or injury or for illness or injury of an immediate family member for whom the employee is the primary care giver; sick days may be taken as personal days subject to the limitations in the Scheduling Time Off Article; sick days may also be used on a pro rata basis to supplement the short term and long term disability benefits described in sub-sections e. and f. After the end of the year, unused sick days will be paid at 100% in January.
2. In the calendar year in which probationary employees complete their probationary period, they are credited with five (5) sick days as of January 1<sup>st</sup>. On their first day as regular employees, they will be credited with up to seven (7) additional sick days, pro-rated at the rate of one (1) day for each month remaining in the calendar year. Employees completing probation on or before the 15<sup>th</sup> of the month will receive pro-rata sick day credit for that month. Accordingly, employees who complete probation between January 2<sup>nd</sup> and June 15<sup>th</sup> shall receive seven (7) additional sick days. After June 15<sup>th</sup>, additional sick days are credited as follows:

June 16 <sup>th</sup> through July 15 <sup>th</sup>	-	6 days
July 16 <sup>th</sup> through August 15 <sup>th</sup>	-	5 days
August 16 <sup>th</sup> through September 15 <sup>th</sup>	-	4 days
September 16 <sup>th</sup> through October 15 <sup>th</sup>	-	3 days
October 16 <sup>th</sup> through November 15 <sup>th</sup>	-	2 days
November 16 <sup>th</sup> through December 15 <sup>th</sup>	-	1 day
December 16 <sup>th</sup> through December 31 <sup>st</sup>	-	0

E. Short Term Disability.

1. Short term disability shall apply to any extended absence for illness or non-job related injury of more than five (5) consecutive work days.
2. On the 6<sup>th</sup> consecutive work day of any absence for non-job-related illness or injury and for a maximum duration of 26 weeks, weekly benefits will be paid in the amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings provided the employee is under the care of a licensed physician.

- F. Long Term Disability. Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit which shall be equal to fifty percent (50%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are

eligible from Social Security and any other insurance or pension plan to which the City has contributed. Employees shall be eligible for long term disability benefits for the length of their total disablement up to the date the employee qualifies for a normal or disability retirement under MERF B. Eligibility for Long Term Disability benefits is determined by the City's insurance company after the employee has submitted a completed application to the insurance company. The City shall provide the required forms in a timely fashion.

G. Those employees with a sick leave bank accumulation under the prior program as of February 29, 2000 shall retain their sick leave bank and may use the days, on a pro-rata basis, to supplement the short term and long term disability benefits described in the foregoing subsections e. and f. Any sick leave accumulation remaining at termination shall be paid as follows:

- Employment terminated by retirement or death, 50%;
- Employment terminated by discharge, 0%;
- Employment terminated for any other reason, 25%.

H. Termination of Employment Due to Inability to Work. After one year from the date of disability (both job-related and non-job-related), if an employee is unable to provide medical evidence satisfactory to the City that he is able to return to his position and fully perform his job duties or if, in the opinion of a physician selected by the City, the employee is deemed unable to return to work and unable to perform his job duties, the City may terminate the employee. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained by referring the employee to a physician jointly designated by the employee's physician and the City's physician. The third medical opinion shall prevail. In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause. Termination of employment under this provision shall not affect the City's obligation, if any, to continue to pay benefits pursuant to Sections 13.01 f. and 13.02.

### **Section 13.02. Workers' Compensation Supplemental Benefits.**

A. If an employee hired before May 1, 1984 loses time because of injury sustained in the line of duty for which he is entitled to compensation under the Workers' Compensation Act, he shall receive benefits equal to normal full pay for the period of disability, with the City making up the difference in the amount of such compensation received and the normal amount of weekly pay.

B. An employee hired on or after May 1, 1984 who is absent because of an injury sustained in the line of duty for which he is entitled to compensation under the Workers' Compensation Act, not including benefits payable under Section 7-433c, shall receive the difference between normal base pay and the amount of the workers' compensation benefit for the period of disability not to exceed one (1) year. The employee's sick leave account shall not be charged for days of absence due to work-related injury except that, after one (1) year, the employee may at his option continue to receive full pay and his sick leave account shall be charged on a pro-rata basis.

**Section 13.03. – Return to Duty Certification.** To return to duty after any work-related injury or illness and after a non-work-related injury or illness resulting in an absence of four (4) days or more, an employee must provide a satisfactory fitness for duty note from the employee’s treating physician to the Chief of Police or designee who, in the case of absence of two calendar weeks or more shall forward the physician’s note to the City’s Administrative Assistant. The City reserves the right to obtain a second opinion concerning the employee’s fitness for duty. In the case of conflicting medical opinions, the procedures of Section 13.01 B. shall apply. The employee may also be required to provide a fitness for duty note in the event the Chief of Police or his designee believes there has been improper use of paid sick leave.

**ARTICLE XIV – WAGES**

**Section 14.01.** The following wage schedules shall apply during the term of this Agreement:

	Effective <u>7/1/2009</u>	Effective <u>7/1/2010</u>	Effective <u>7/1/2011</u>
<u>Patrolman</u>			
<u>Until Certification*</u>	<u>49,766</u>	<u>50,886</u>	<u>52,540</u>
<u>Upon Certification*</u>	<u>52,256</u>	<u>53,432</u>	<u>55,169</u>
<u>Over 2 Years</u>	<u>54,863</u>	<u>56,097</u>	<u>57,920</u>
<u>Over 3 Years</u>	<u>59,262</u>	<u>60,595</u>	<u>62,564</u>
<u>Over 4 Years</u>	<u>61,976</u>	<u>63,370</u>	<u>65,429</u>
 <u>Patrolman 1st class</u>	 <u>62,760</u>	 <u>64,172</u>	 <u>66,257</u>
 <u>Detective</u>			
<u>Until &lt; 1Year</u>	<u>63,836</u>	<u>65,272</u>	<u>67,393</u>
<u>1Year</u>	<u>65,694</u>	<u>67,172</u>	<u>69,355</u>
 <u>Sergeant</u>			
<u>Until &lt; 1Year</u>	<u>68,434</u>	<u>69,974</u>	<u>72,248</u>
<u>1 Year</u>	<u>71,522</u>	<u>73,131</u>	<u>75,508</u>
 <u>Lieutenant</u>	 <u>77,171</u>	 <u>78,907</u>	 <u>81,471</u>

\* Certification is defined to include completion of the department field training program.

Any advancement on the salary schedule is subject to satisfactory job performance.

**Section 14.02.**

- A. A sergeant assigned to be in charge of the detective bureau shall be paid Two and One-Half Percent (2-1/2%) above his/her rate while in that assignment.
- B. Patrol officers who have completed fifteen (15) years of continuous service shall receive a “first class” designation and insignia.

- C. Patrol Officers assigned to the Valley Street Crime Unit, to any State/Regional or similar under cover or investigative unit or to the Detective Bureau in an investigative position to include TAD and Youth Officer shall be paid Two Percent (2%) above his/her rate while in that assignment.

**Section 14.03.** Employees on the payroll on their anniversary date and on each anniversary date thereafter for so long as the employees remain in an active employment status, shall receive longevity pay payable in the pay period after their anniversary date in the following amount for continuous service as of their anniversary date.

10 <sup>th</sup> and 11 <sup>th</sup> year	\$250
12 <sup>th</sup> and 13 <sup>th</sup> year	\$300
14 <sup>th</sup> and 15 <sup>th</sup> year	\$350
16 <sup>th</sup> and 17 <sup>th</sup> year	\$400
18 <sup>th</sup> and 19 <sup>th</sup> year	\$450
20 <sup>th</sup> and 24 <sup>st</sup> year	\$500
25 <sup>th</sup> & beyond	\$550

**Section 14.04.** A shift differential of \$1.05 per hour shall be paid to each employee for all hours worked during shifts which begin between and including the hours of 3 P.M. and Midnight. An employee who works on a regularly scheduled shift that runs beyond 5 p.m. will be paid this shift differential for time worked from 5 p.m. onward. This shift differential shall not be payable to employees who are held over beyond the end of their regular shift unless they are held over to fill a position on a subsequent shift for which shift differential is payable. The shift differential shall increase as follows: Effective July 1, 2006, \$1.10 per hour; Effective July 1, 2007, \$1.15 per hour, Effective July 1, 2008, \$1.20 per hour.

## **ARTICLE XV - EDUCATION INCENTIVES**

**Section 15.01. Continuing Education.** The City shall provide the following assistance to full-time employees in reimbursement for the expense of tuition and books incurred by employees enrolled in job-related educational courses:

A maximum of twelve hundred dollars (\$1,200.00) each calendar year per employee.

This tuition assistance is subject to the following limitations:

- A. Courses must be sponsored by a college or university accredited by a recognized regional or national accrediting association.
- B. Courses must be taken for credit towards a degree in Police Science, Criminal Justice or Law Enforcement or other related field.
- C. Correspondence courses are excluded; however on-line courses will be covered if all other requirements are met.
- D. Courses must be completed with a grade of B or better.

- E. The employee must obtain approval from the Chief of Police and from the Administrative Assistant or designee before enrolling in the course. Certification by the Chief of Police that the course is job-related is required.
- F. Upon completion of the course, the employee must forward a transcript of grades along with tuition invoices and text book receipts to the Personnel Office. Fifty percent (50%) of the tuition and text book costs shall be paid by the City, subject to the \$1,200 calendar year maximum.

**Section 15.02. Incentive Pay.** The following sums shall be paid once each year to employees for completion of a degree in Police Science, Criminal Justice, or Law Enforcement or closely related field from a college or university accredited by a recognized regional or national accrediting association:

- Associate's Degree - \$350.00
- Bachelor's Degree - \$700.00
- Master's Degree - \$800.00

To be eligible for incentive pay, an employee must present a certified copy of the college transcript recording his receipt of the degree. To receive incentive pay, the employee must have presented his transcript prior to January 1st for payment in the following fiscal year.

### **ARTICLE XVI - FUNERAL LEAVE**

**Section 16.01.** Leave of five (5) working days with pay, contiguous with the date of the funeral, shall be granted in the event of the death of an employee's spouse, child or parent.

**Section 16.02.** Leave of three (3) working days with pay, contiguous with the date of the funeral, shall be granted in the event of the death of the following:

- |                |               |                             |
|----------------|---------------|-----------------------------|
| Brother-in-law | Sister-in-law | Parents-in-law              |
| Brother        | Sister        | Any relative domiciled      |
| Grandparents   | Grandchild    | in the employee's household |

**Section 16.03.** Employees are not eligible for overtime or private duty assignments on their scheduled work days when they are on funeral leave.

### **ARTICLE XVII - PROMOTIONS**

**Section 17.01.** Promotions will be made in accordance with the provisions of the Merit System of the City of Shelton. Promotional opportunities will be posted with sufficient time to prepare for the examination and a list of study materials will be provided. Challenges to the promotional testing results shall be in accordance with Section 29.03A.

### **ARTICLE XVIII - RETIREMENT**

**Section 18.01.** The City agrees that effective July 1, 1980 employees shall be covered by the Municipal Employees Retirement Fund B in place of prior pension plan coverages.

## ARTICLE XIX - GROUP INSURANCE

**Section 19.01.** The City agrees to provide the following group health and life insurance programs for all employees and their eligible dependents:

A. Health Insurance.

1. Base Plan. Blue Care POE with \$10/\$15/\$25 Prescription Drug Co-Pay Plan, \$15 PCP/Specialist, \$50 ER, \$25 Urgent Care, \$100 Outpatient Surgery, \$200 Hospital Admission.
2. Optional Plans. Employees who elect to be covered under any other health insurance plan offered by the City shall pay the difference in premiums between the optional plan and the amount contributed by the City for the Base Plan described in Section 19.01 A.1. above when the premium amount for the optional plan is greater than the premium amount for the Base Plan. The difference paid shall be 50% of the difference; 75% of the difference effective July 1, 2006 and 100% of the difference each subsequent year.
3. Section 125 Plan. As soon as possible after the Agreement is signed, the City 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 City 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 tax exempt status of employee insurance premium contributions. So long as the City makes a good faith effort to comply with this paragraph, the Union and any employee shall not make any claim or demand, nor maintain any action against the City 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 therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the City or its agent(s) other than the furtherance of the I.R.C. Section 125 plan.

B. Life Insurance. Each employee shall be covered by a group term life insurance policy in an amount equal to two (2) times the employee's straight time annual earnings with a minimum of Twenty Thousand Dollars (\$20,000). On January 1st of each year, the amount of insurance for that year shall be determined by rounding off to the nearest thousand an amount equal to two (2) times the employee's straight time earnings on the prior December 31st. This benefit is reduced by 50% when the employee reaches age 65.

C. Dental Plan. Individual employee coverage shall be provided by the City at no cost to the employee. One hundred percent (100%) of the premium for dependent coverage, if elected, shall be paid by the employee by way of payroll deduction. The City shall give advance notice to the Union of the new premium rates whenever such rates are adjusted.

- D. Retirees shall be given the opportunity to continue to participate in the health insurance described in Section 19.01 A. at the City group rate to age of eligibility for Medicare and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time only and must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the City, the insurance shall be cancelled and shall not be renewable. If the City's insurance carrier does not allow retirees to participate at City group rates, the City shall not be required to provide any insurance coverage to the retiree. The surviving spouse of an employee who dies while employed shall also be given the opportunity to participate in the health insurance plan at his or her own expense under the same conditions as set forth for retirees in this subsection D. The surviving spouse of an employee who has retired shall be eligible for this option provided the surviving spouse was married to the employee as of the employee's retirement date and was enrolled in the medical plan at the time of the retiree's death.
- E. If, as of the date of retirement, the employee has elected the option described in Section 19.01 D. above, the City shall pay Sixty Percent (60%) of the monthly premium for the retiree and spouse or Seventy-Five Percent (75%) of the monthly premium for the retiree only, subject to the following conditions:
1. At retirement, the employee has completed at least twenty-five (25) years of continuous service as a police officer with the City or is at least age 55 and has completed at least fifteen (15) years of continuous service as a police officer with the City. Employees who qualify for a disability pension under MERF and who have at least 15 years of continuous service with the City will be eligible for the post-retirement health insurance benefit.
  2. The employee's retirement date is on or after July 1, 2005.
  3. The monthly premium used to calculate the amount of the City's contribution shall be the monthly premium for the Base Plan or the monthly premium for the alternative plan in which the retiree is enrolled, whichever is less.
  4. The City's contribution toward the monthly premium shall end when the retired employee becomes eligible for Medicare or when the retired employee dies, whichever first occurs.
  5. At any time, retired employees may elect to waive post-retirement health insurance benefits in order to receive a monthly payment equal to the City's cost for the retiree health insurance benefit. A retiree with spouse must waive health insurance for both. Once the waiver is made, there shall be no opportunity for the retired employee and spouse to re-enter the City plan. Payments cease when the retired employee reaches age 65.
- F. Nothing contained in Section 19.01 above shall be construed as limiting the City's right to change insurance carriers, provided the level of benefits obtained from the new carrier is comparable to the level of benefits supplied by the former carrier.
- G. The City shall permit employees to waive health insurance coverage and shall pay the employee \$2,500 each year that medical insurance is waived and \$200 each year that dental

insurance is waived as provided for under a separate agreement between the City and the Union attached as an addendum.

## **ARTICLE XX - UNIFORMS & EQUIPMENT**

**Section 20.01.** The City shall provide an annual clothing and cleaning allowance pursuant to the following schedule: \$775; effective July 1, 2006, \$800; effective July 1, 2007, \$825; effective July 1, 2008, \$850. Employees shall expend the clothing allowance for items of clothing and equipment, including but not limited to uniforms, leather items, uniform patches, and flashlight batteries, which have been approved by the Chief of Police.

**Section 20.02.** Any change in the uniform initiated by the City and required to be complied with immediately shall be paid for by the City. "Required to be complied with immediately" means that the item must be purchased before the next clothing allowance installment is paid. However, in the event the cost of the item exceeds the clothing allowance installment, the employee shall not be required to comply with the change until two clothing allowance installments have been paid.

**Section 20.03.** Annual clothing and cleaning allowances shall be paid quarterly in January, April, July and October of each year. Employees who have worked no hours in the quarter immediately preceding the payment date shall not be eligible for the payment.

## **ARTICLE XXI - SENIORITY**

**Section 21.01.** Department seniority shall be based upon length of continuous service as a sworn regular officer from the date the employee was officially appointed as a regular officer to the department. Whenever more than one employee is appointed to the department on the same day, the department seniority of each employee as it relates to others appointed on the same day shall be determined by the relative position of each employee on the list of those eligible for appointment. The City shall provide the Union with a list of employees and their department seniority subject to verification by the Union.

**Section 21.02.** Rank seniority shall be based upon the length of continuous service in a given rank from the date the employee was appointed to the given rank. Whenever more than one employee is appointed to a given rank on the same day, the rank seniority of each employee as it relates to others appointed on the same day shall be determined by each employee's department seniority.

**Section 21.03.** Seniority shall not be broken by vacations, sick leave, suspension, military leave, any other authorized leave of absence, or layoff of twelve (12) months or less.

**Section 21.04.** Employees who resign or who are discharged for just cause shall lose all seniority.

**Section 21.05.** Any employee who is promoted or assigned to a non-bargaining unit position in the Shelton Police Department shall be permitted to return to a bargaining unit position and rank in accordance with this Article and with department seniority credit for all continuous years of employment in the Shelton Police Department. No other bargaining unit member shall be demoted or laid off as a result of such employee's re-entry into a bargaining unit position.

**Section 21.06.** Department seniority shall prevail for sworn police personnel exercising preferences for vacations, holidays, and private duty work, if hours worked are equal. Rank seniority applies to shift bidding.

**Section 21.07.** In the event of a reduction in force, the employee with the least department seniority in the bargaining unit shall be laid off first regardless of the division to which he is assigned. There shall be two weeks notice given in the case of a layoff. Whenever any regular member may be laid off, such member shall be afforded the opportunity of returning to his former position or rank within one (1) year from the date of lay-off before any new members are appointed. Opportunity to return to work will remain open for fourteen (14) days after written notification to a laid-off employee's last known address.

## **ARTICLE XXII - PROBATIONARY PERIOD**

**Section 22.01.** All newly appointed police officers to the regular police department shall serve a probationary period of 14 months after completion of the Municipal Police Training Program and the department's field training program. Officers who are certified police officers at the time of hire shall serve a probationary period 14 months after completion of the department's field training program.

**Section 22.02.** Upon completion of the probationary period as a police officer, an employee's department seniority shall date from the original date of employment as a police officer.

**Section 22.03.** During the probationary period, the newly hired probationary employee shall be entitled to representation by the Union but actions taken with respect to discharge or other termination for just cause shall be in the sole discretion of the Chief of Police and shall not be subject to the grievance procedure of this Agreement.

**Section 22.04.** Employees promoted to positions within the bargaining unit shall serve a probationary period of one (1) year. Employees who do not successfully complete the probationary period shall be restored to their former position and pay and shall have no recourse to the grievance procedure of this Agreement.

## **ARTICLE XXIII - MILITARY LEAVE**

**Section 23.01.** Annual military leave shall be granted in accordance with state and federal laws. Copies of orders to active duty and military and pay records shall be furnished to the Chief of Police. Copies of orders to active duty, of drill schedules and of military and pay records shall be furnished to the Chief of Police when requested.

## **ARTICLE XXIV - GRIEVANCE PROCEDURE & ARBITRATION**

**Section 24.01.** The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only a complaint alleging that there has been a violation, misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure.

**Section 24.02.** A complaint not alleging a violation, misinterpretation, or misapplication of the terms of this Agreement shall not constitute a grievance for the purpose of this Article and shall be processed through Step 1 of this procedure, if the matter is within the administrative authority of the department to resolve.

**Section 24.03.** The following shall be the sole means for resolving complaints and/or grievances between the parties with the exception of alternative State and Federal statutory appeals procedures which are available.

**Section 24.04.**

**STEP #1:** The aggrieved employee or employees must present the grievance in writing to the President of the Union and to the Chief of Police, specifying the circumstances and date of the grievance, within ten (10) calendar days of the event giving rise to the grievance. Within ten (10) calendar days after receiving such, the Police Chief or his designated representative, shall render his decision in writing to the aggrieved employee or his representative, if represented.

**STEP #2:** If the aggrieved employee and/or his representative is not satisfied with the decision rendered by the Chief of Police or his designated representative, within fifteen (15) calendar days thereafter, the aggrieved employee and/or his representative shall present the grievance in writing to the Mayor, or his designee. The decision of the Mayor, or his designee, shall be rendered in writing to the aggrieved employee or his representative within ten (10) calendar days thereafter.

**STEP #3:** If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, either the City or the Union may process the grievance to arbitration by submitting it to the Connecticut Board of Mediation and Arbitration, with a copy to the other party, within thirty (30) calendar days of the answer of the Mayor or designee. The costs of arbitration shall be borne equally by the parties. By mutual agreement, the grievance may be submitted to the American Arbitration Association. The arbitration decision shall be final and binding upon the Employer and the Union.

Time limits set forth in this Section may be waived by mutual agreement of the City and the Union.

**Section 24.05.** No employee shall be disciplined or discharged except for just cause. Any disciplinary action taken shall be appealable through this grievance procedure.

**Section 24.06.** The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the alleged violation of this Agreement and to the precise issue submitted for arbitration. The hearings shall be conducted in accordance with the arbitration agency's rules of procedure.

**Section 24.07.** Arbitration awards will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based.

**ARTICLE XXV - PERFORMANCE EVALUATIONS**

**Section 25.01.** Employee performance evaluations shall be conducted semi-annually, with the exception of probationary employees who are evaluated more frequently. Such evaluations are not subject to the grievance procedure.

## **ARTICLE XXVI - PHYSICAL FITNESS**

### **Section 26.01. Application of Physical Fitness Standards.**

- A. All employees hired on or after July 1, 1997 shall be subject to the Departmental Physical Fitness Standards which are delineated below.
- B. Employees subject to this provision shall be tested against the physical fitness standards on or about January 1, 2000 and semi-annually thereafter.

### **Section 26.02. Departmental Physical Fitness Standards.**

- A. Employees shall be required to maintain appropriate age and gender fitness standards as set forth in the State of Connecticut Municipal Police Training Council Entry Level Physical Agility standards ("POST Standards", as amended). The current version is attached to this Agreement as Appendix A.
- B. In the event that an employee fails to meet the POST Standards, the employee shall be re-tested every three months and for each failure shall receive an incremental progressive step of discipline. The progressive discipline under this article will start with a two day unpaid suspension, incrementing at two days per progressive step, up to a maximum of ten days.
- C. An employee failing to meet the POST Standards and reasonably believing that medical reasons prevent him or her from meeting the standards in three months may request a doctor's designated physical fitness program as described in Section 26.03 below.
- D. The City may require periodic medical examinations of each employee at its expense. The frequency of the examinations shall be as recommended by the City physician in consideration of the employee's age and medical condition. The report of the examination shall remain confidential unless needed as evidence by either party as part of a contested case. Confidentiality will not extend to physical fitness plans and similar information described in other provisions of this article. The Chief of Police shall receive a report that the examination was completed and certification that the employee is capable of performing his or her duties. When the City physician recommends a corrective action (e.g., diet, exercise, etc.), the employee shall, as a condition of employment, comply with the recommended action.

### **Section 26.03. Doctor Designated Physical Fitness Program.**

- A. Any employee may request a doctor designated physical fitness program. Such employee shall submit himself or herself to a medical examination by a City physician. The object of the medical exam will be to assess the employee's physical condition to 1) determine the appropriateness of the fitness standards detailed in Appendix A and 2) if necessary, to design and prescribe a medically appropriate physical fitness program designed to condition the employee to meet the standards detailed in Appendix A. Upon completion of the program, the employee shall be tested pursuant to Section 26.01.
- B. Any employee hired after July 1, 1997 who is participating in a doctor's designated physical fitness program in lieu of meeting the POST Standards will be required to follow the exercise, diet, and other recommendations of the doctor. A failure to comply with the doctor's

designated program will subject the employee to increased review. The employee's non-compliance with the doctor's program will be reviewed every three months. Continued failure to comply with the doctor's recommendations shall subject the employee to progressive discipline consistent with Section 26.02 B.

**Section 26.04. Community Center Facilities.** The City will provide all employees of the department with the use of the physical fitness facilities at the community center during times when it is available for use by the general public for purposes of maintaining their physical fitness under this article.

**Section 26.05. Weight Assessment for Employees Hired Before July 1, 1997.** Each employee hired before July 1, 1997 shall undergo a weight assessment provided by the City. The assessment report shall be limited to a statement of the employee's ideal weight. Within 24 months of the date of the assessment report, the employee must weigh no more than 150% of his/her ideal weight. If this standard is not achieved on time, the employee must participate in a doctor designated physical fitness program until the employee weighs 150% of ideal weight or less. The program outline shall be submitted to the Chief or designee. All employees shall be followed with a weight assessment every 36 months. Weight standards will be suspended for pregnant employees during the pregnancy and for a reasonable period thereafter.

**Section 26.06. No Smoking.** All employees shall comply with Connecticut General Statutes as well as department policy with regards to smoking and the use of tobacco products.

**Section 26.07. Reopener.** In the event the State of Connecticut mandates physical fitness testing as part of the police officer re-certification process, Article 26 shall be reopened for negotiations.

## **ARTICLE XXVII - SUBSTANCE ABUSE PREVENTION**

**Section 27.01.** Employees shall be subject to drug and alcohol testing pursuant to the City Police Department Substance Abuse Policy for Sworn Police Officers. Any resulting disciplinary action shall be administered pursuant to current department policies.

## **ARTICLE XXVIII - GENERAL PROVISIONS**

**Section 28.01.** Citizen complaints and internal investigations shall be processed in accordance with current department policies, rules, and regulations.

**Section 28.02.** An employee suspended or removed from duty may request a hearing before the Chief of Police. Such request must be made no later than forty-eight (48) hours after the employee has been notified of the suspension or removal from duty. The hearing shall be conducted at the convenience of the Chief of Police. The employee may be represented by the Union or counsel of his choosing, but not both.

**Section 28.03.** Either the City or Union shall have the right to employ a public stenographer at any meeting of the two.

**Section 28.04.** If an employee is to be reprimanded by a superior or Chief of Police, he shall have the right, at his request, to have present a member of the Union Executive Board.

**Section 28.05.** Any employee shall have the right to review, in the presence of the Chief of Police or designee, his personnel file upon written request to the Chief of Police. Each employee shall be given an opportunity to review and initial Letters of Commendation or Reprimand to be placed in his personnel file.

**Section 28.06.** The City shall give each employee, and to each new employee when he is hired a copy of this contract, an identification card and a copy of the Rules and Regulations of the Department.

**Section 28.07.** All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.

**Section 28.08.** The City shall permit the Union to have a bulletin board located in the police department for posting of notices concerning Union business and activity. The bulletin board shall be locked by secure means accessible only to the Union President or his single designee. Any designee shall be identified by written notice from the Union President to the Chief of Police. The Union will actually deliver items to be posted on the bulletin board to either the Chief of Police or the Deputy Chief or the Captain before the items are posted. Material that is inflammatory and/or derogatory may be barred from posting by the Chief of Police or the Deputy Chief or the Captain. In the event that material of this type is barred, the Union may grieve the denial to the State Board of Mediation and Arbitration under its expedited arbitration proceedings. The City shall provide the Union with space in the police department for Union files. Provided the space is available, the Union may use the police department classroom for officially noticed Union meetings with prior notice to the Chief or designee.

**Section 28.09.** Clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced at their reasonable value (up to a maximum of \$200 for eyeglasses, \$100 for any item of clothing, and \$100 for watches), or be repaired at City expense. Such losses must be reported immediately to the Shift Commander.

**Section 28.10.** Copies of written department directives affecting bargaining unit employees shall be sent to the President of the Union as soon as is practicable after their issuance.

**Section 28.11.** It is the expressed intent of the parties to provide a working environment which is as safe and as healthy as may reasonably be provided.

**Section 28.12.** When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine. All references herein to the singular shall include the plural, and the plural shall include the singular.

**Section 28.13.** The City may provide a municipal vehicle for anyone attending any training session outside of the City of Shelton. If no municipal vehicle is available, the City shall reimburse the employee at the rate currently in effect for mileage. Mileage allowance shall be the distance between the Shelton Police Department and the training site. Employees electing to take their own vehicles rather than an available City vehicle will not be eligible for mileage reimbursement.

**Section 28.14.** The Chief of Police has the right to assign take home cars under policies and conditions established by the Chief of Police. For those assigned take home cars, the policies for the use of the car shall be evenly applied. Employees assigned to State Wide or Regional Law

Enforcement Agencies who have vehicles provided to them by those agencies shall follow the take home car policies established by each agency.

## **ARTICLE XXIX - STABILITY OF AGREEMENT**

**Section 29.01.** This Agreement contains the full and complete agreement between the parties. Neither party shall be required to negotiate upon any issue concerning the terms and conditions of employment for the duration of this Agreement, whether or not said issue is covered in the Agreement. In the event, the parties mutually agree to negotiate upon any issue, any modification of this Agreement shall be reduced to writing, signed by the parties, and become an appendix to this Agreement.

**Section 29.02.** Any item not covered in this Agreement may be governed by existing written ordinances, policies, rules or regulations of the City, or by the modification of existing ordinances, policies, rules, or regulations or the adoption of new ordinances, policies, rules or regulations. Where any ordinance, policy, rule or regulation of the City is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

**Section 29.03.** No Side Letters of Understanding or Memorandums of Agreement, other than those signed contemporaneously with this Agreement, shall be continued with the exception of the following:

- A. Memorandum of Understanding Concerning Promotional Testing Challenge Procedure dated September 18, 2003.
- B. Memorandum of Understanding Concerning Temporary Assignments to the Detective Division (TAD) signed contemporaneously with this Agreement
- C. Memorandum of Understanding Concerning the Canine Unit signed contemporaneously with this Agreement.
- D. Memorandum of Understanding Concerning Fitness for Duty dated August 25, 2000.

**Section 29.04.** If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

**ARTICLE XXX - DURATION OF AGREEMENT**

**Section 30.01.** This Agreement shall remain in full force and effect from July 1, 2009 through June 30, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 150 days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date.

**IN WITNESS WHEREOF**, the parties hereto have set their hand below.

**FOR THE CITY OF SHELTON**

**FOR THE SHELTON POLICE UNION, INC.**

\_\_\_\_\_  
Mayor Mark A. Lauretti

\_\_\_\_\_  
John Giordano, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDENDUM AGREEMENT

This Addendum Agreement is entered into by the City of Shelton (the “City”) and the Shelton Police Union (the “Union”) and has as its purpose the establishment of a program for voluntary waiver of medical insurance to be effective July 1, 2005.

The terms of this Addendum Agreement are as follows:

1. On a completely voluntary basis, any employee who is enrolled in medical insurance through another source may elect to waive the medical insurance coverage provided by the City.
2. The procedures to elect a waiver of medical insurance coverage are as follows:
  - a. The employee must complete an appropriate waiver form and provide evidence of existing medical insurance coverage. The form and the evidence of medical insurance coverage must be completed during the May open enrollment period and submitted to the Benefits Office at City Hall.
  - b. The waiver of insurance shall be in effect for one year from the following July 1 through June 30. Once the waiver form has been filed with the City, the waiver shall continue to be in effect from year-to-year thereafter until the employee elects to reenroll in the medical insurance plan pursuant to paragraph 5 below.
3. An employee waiving medical insurance coverage shall be eligible for a payment of \$2,500 and an employee waiving dental insurance shall be eligible for a payment of \$200. Said payments shall be payable during August following the fiscal year for which the waiver was effective. With the exception of paragraph 4 below, this payment shall not be pro-rated and will be paid only if the employee maintains his/her waiver status for the entire preceding fiscal year, from July 1<sup>st</sup> through June 30<sup>th</sup>.
4. Newly hired employees electing to waive medical insurance coverage may do so upon commencing employment with the insurance waiver taking effect on the normal effective date for medical insurance coverage. The first August payment shall be made to the employee on a pro-rata basis.
5. In the event an employee who has elected to waive medical insurance coverage wishes to reinstate such coverage, the following shall apply:
  - a. Except as provided in b. below, application for medical insurance must be made during the May open enrollment period; coverage will be reinstated effective the following July 1<sup>st</sup>.

**Addendum Agreement**  
**Voluntary Waiver of Medical Insurance**  
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- b. An employee who loses alternate medical insurance due to a qualifying event may request to reenroll in the City’s medical insurance plan. A request for mid-year reinstatement must be made in writing to the Benefits Office at City Hall. Reinstatement of coverage shall be approved upon the employee’s providing satisfactory proof of loss of alternate medical insurance coverage due to a qualifying event. The medical insurance will be reinstated as soon as the insurance provider is able to effectuate the coverage.

**IN WITNESS WHEREOF**, the parties and their representatives have affixed their signatures hereto.

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Side Letter**

Officer Michael Lewis  
c/o Shelton Police Department  
85 Wheeler Street  
Shelton, CT 06484

Re: Physical Fitness Assessments

Dear Officer Lewis:

This letter memorializes the parties' understanding, reached during negotiations for the successor agreement commencing in 2005, about the administration of physical fitness assessments. It was agreed that, due to a lapse in the scheduling of fitness tests and weight assessments as set forth in Article XXVI of the collective bargaining agreement, all employees hired before July 1, 2005 will receive one free pass to be applied only to the first test/assessment that is administered after July 1, 2005.

Please indicate the Union's concurrence with this understanding by signing where indicated below.

Sincerely,

Mark A. Laretti  
Mayor

Concurred By:

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Michael Lewis