

AGREEMENT

between

THE CITY OF WATERBURY, CONNECTICUT

and

WATERBURY POLICE UNION, LOCAL 1237,
COUNCIL 15, AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2005 – June 30, 2009

TABLE OF CONTENTS

<u>ARTICLE I RECOGNITION</u>	1
<u>ARTICLE II UNION SECURITY AND DUES CHECK-OFF</u>	2
<u>ARTICLE III SENIORITY</u>	3
<u>ARTICLE IV HOURS OF WORK</u>	6
<u>ARTICLE V LONGEVITY</u>	13
<u>ARTICLE VI WORK ASSIGNMENTS - EXTRA DUTY</u>	13
<u>ARTICLE VII HOLIDAYS</u>	16
<u>ARTICLE VIII VACATIONS</u>	17
<u>ARTICLE IX SICK LEAVE</u>	20
<u>ARTICLE X FUNERAL LEAVE</u>	23
<u>ARTICLE XI UNION LEAVE</u>	24
<u>ARTICLE XII LEAVE OF ABSENCE WITHOUT PAY</u>	25
<u>ARTICLE XIII INJURY LEAVE</u>	25
<u>ARTICLE XIV MILITARY LEAVE</u>	29
<u>ARTICLE XV PERSONAL LEAVE</u>	29
<u>ARTICLE XVI GRIEVANCE PROCEDURE</u>	30
<u>ARTICLE XVII UNIFORMS, CLOTHING, AND EQUIPMENT</u>	33
<u>ARTICLE XVIII PRESERVATION OF MANAGEMENT AND EMPLOYEE RIGHTS</u>	35
<u>ARTICLE XIX UNION ACTIVITIES</u>	38
<u>ARTICLE XX NO STRIKE OR LOCKOUT</u>	39
<u>ARTICLE XXI WAGES</u>	39
<u>ARTICLE XXII INSURANCE</u>	41
<u>ARTICLE XXIII PENSION</u>	46
<u>ARTICLE XXIV CCC STAFFING AGREEMENT</u>	48
<u>ARTICLE XXIV OTHER PROVISIONS</u>	50
<u>ARTICLE XXV ENTIRE AGREEMENT</u>	50
<u>ARTICLE XXVI DURATION</u>	51
<u>APPENDIX A MEDICAL CERTIFICATE</u>	52
<u>APPENDIX B SUBSTANCE ABUSE TESTING</u>	54

PREAMBLE

This Agreement is made effective as of July 1, 2005 unless a different effective date for any specific provision or section of this Agreement is specifically prescribed in that section, and this Agreement is made by and between the CITY OF WATERBURY, CONNECTICUT (hereinafter referred to as the City) and THE WATERBURY POLICE UNION, LOCAL 1237, and COUNCIL 15, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I RECOGNITION

Section 1. The City hereby recognizes the Union as the sole and exclusive bargaining agent for regular full-time uniformed and investigatory employees of the Police Department, with authority to exercise police powers, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. The term "employees" or "employee" as used in this Agreement shall refer only to those personnel who are uniformed and investigatory members of the Waterbury Police Department who are covered by the bargaining unit referred to herein; which bargaining unit, the parties agree, includes all such positions occupied by uniformed and investigatory personnel up to, and including, the rank-classification of Assistant Deputy Chief and excluding all other such uniformed and investigatory personnel above the said rank-classification of Assistant Deputy Chief (provided that there shall be no more than two Deputy Chiefs excluded from the bargaining unit) and also excluding Auxiliary Police, or other non-police personnel or other personnel of the Police Department not specifically defined above.

Section 2. Definition - The following definitions are applicable to this Agreement:

(a) The phrase "regular, full-time employees" means those employees who are uniformed and investigatory members of the Police Department and who are regularly scheduled to work, a full-time schedule. Subject to the provisions of Article III hereof, newly hired employees shall be considered "regular" during their probationary period for purposes of the herein defined phrase "regular full-time-employees."

(b) The word "parties" shall be defined to mean, unless the context clearly indicates otherwise, the City and the Union.

(c) The term "in pay status" as used in this Agreement shall mean, and describe, the situation which occurs when an employee is receiving compensation, including Workers' Compensation, from the City.

(d) The term "fiscal year", as used in this Agreement, shall be defined as July 1 of a given calendar year through June 30 of the next succeeding calendar year.

(e) As utilized in this Agreement, the term “patrolman,” shall include both male and female regular, full-time regular employees.

Section 3. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, ethnicity, religion, sexual orientation, political affiliation, or union membership.

Section 4. The City recognizes the prohibitions of Section 7-468(a) and Section 7-470(2) of the General Statutes; in particular, the City recognizes that as a municipal employer it is prohibited from dominating or interfering with the existence or administration of the Union so long as the Union is the employee organization designated to represent the employees hereunder within the provisions of Section 7-467 to 7-477 inclusive of the said General Statutes. The only remedy for violation of these provisions shall be pursuit of a prohibited practice complaint to the State Board of Labor Relations.

ARTICLE II UNION SECURITY AND DUES CHECK-OFF

Section 1. Each employee who on the effective date of this Agreement is a member of the Union shall as a condition of employment maintain his or her membership in the Union, or pay agency shop fees. Each employee hired on or after the execution of this Agreement shall as a condition of employment become a member of the Union or elect to pay agency shop fees within thirty (30) days after his or her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union or continue to pay agency shop fees during the time of his or her employment.

Section 2(a). These deductions will be made on the regular pay day.

Section 2(b). In the event an employee received no pay on the pay day on which a Union dues or agency shop fee is scheduled to be made, no such deduction shall be made for that pay period. However, a double deduction shall be made in the pay period following and each subsequent pay period thereafter until those pay periods that dues or agency shop fees were not taken are made up.

Section 2(c). The Union agrees to save the City harmless from any action taken by any employee or group of employees as a result of the City’s making or failing to make the dues deductions or agency shop fees as specified in this Article II.

ARTICLE III SENIORITY

Section 1. Department seniority as used in this Agreement is defined as the total length of continuous service with the City in the Police Department as a regular full-time sworn police officer.

Section 2. Rank seniority as used in this Article is defined as the total length of service of an employee as a permanent regular appointee to a Rank.

Section 2(a). No employee shall acquire Rank Seniority in any rank for periods that he or she serves in such rank as a temporary or provisional appointee, or in an acting capacity or on special assignment. During the period of temporary or provisional service, or in an acting capacity or on special assignment, he or she shall continue to accrue Rank Seniority in the last rank he or she served in as a regular appointee.

Section 2(b). When a vacancy occurs as defined in Article XVIII Section 2(j) and section 2(k) of this agreement and the City chooses to appoint persons to positions on an acting basis, due to the non-existence of a civil service promotional list, one person shall be appointed to the position for a period no longer than nine (9) months. Such persons shall be appointed by the Superintendent of Police in his sole discretion pursuant to his power of assignment. Provided however that said appointments can only be made from among those persons who would be eligible to take the promotional exam for that position. Further, provided that the City may allow a person to continue in such a position for more than nine (9) months only if all eligible persons have already held the position for nine (9) months or have refused assignment to the position after it has been offered.

Section 3. Each newly hired police Patrolman shall serve a probationary period for twenty-four (24) calendar months. Upon appointment, the Chief/Superintendent shall make every effort to schedule the newly hired police Patrolman for attendance at the Police Officers Standardized Training Academy as soon as practicable. Any period of absence from regular duty, with the exception of paid vacation, in excess of five (5) consecutive work days shall not be counted toward completion of the probationary period.

When a probationary employee is attending training at the Police Academy or other outside training program designated by the City, the employee shall work the schedule set by the Academy or training facility and shall be paid their regular weekly pay as a salary, without additions or deductions based on hours of attendance.

During the probationary period, discipline or discharge of a Patrolman may not be for arbitrary or capricious reasons. Such decision shall not be subject to the grievance and arbitration provisions of this Agreement or any appeal under the City's current Civil Service Ordinance or any Civil Service Rules and Regulations which may be adopted pursuant thereto.

Section 3(a). Upon completion of the probationary period as a police Patrolman an employee's Department and Rank Seniority shall date from the original date of appointment as a regular full-time police Patrolman.

Section 3(b). If more than one (1) appointment is made on the same day, the seniority of such appointees shall be in the order of rank on the eligibility list.

Section 4. Employees promoted in Rank shall serve a probationary period of six (6) continuous months from the original date of appointment to the Rank. Any period of absence from regular duty in excess of five (5) consecutive work days, with the exception of paid vacation, shall not be counted toward completion of the probationary period.

Section 4(a). During this probationary period, employees may be deemed unqualified by the Chief/Superintendent and denied regular appointment in the promoted Rank. The Chief/Superintendent's decision shall be subject to an arbitrary and capricious standard, and the employee shall be notified in writing of the basis for the disqualification. Any grievance alleging that the decision was arbitrary and capricious may be processed up to and including arbitration, but shall not be subject to any appeal under the City's current Civil Service Ordinance or any Civil Service Rules and Regulations which may be adopted pursuant thereto. Any employee who is deemed unqualified during the promotional probationary period shall be reinstated to his/her former rank without loss of rank seniority in that rank.

Section 4(b). During any period of appeal under Section 4(c), the employee may have the choice of being suspended or reduced to the Rank he last held. If he chooses suspension and his appeal is not sustained, he shall have no claim for wages for the period of suspension.

Section 4(c). Upon completion of the probationary period, an employee's Rank Seniority shall date from the initial date of his qualifying period in the Rank.

Section 4(d). If more than one appointment is made on the same day, the Rank Seniority of such appointees shall be in the order of rank on the eligibility list.

Section 5. An employee shall lose all seniority if:

- (a) He or she voluntarily terminates his employment with the Department;
- (b) He or she is discharged for just cause, or is terminated for non-disciplinary reasons such as but not necessarily limited to inability to perform his/her duties. If such termination is overturned, seniority shall be fully reinstated;
- (c) He or she fails to return to work upon expiration of a leave of absence, unless the employee proves that extraordinary circumstances precluded timely return and the

employee who so proves is also available to return from leave not more than ten days following the expiration of the leave;

- (d) He or she is absent for three (3) consecutive working days without notice to the Department unless the employee proves that extraordinary circumstances precluded giving such notice.

An employee's seniority shall be bridged during any period of authorized leave of absence without pay, but no seniority shall accrue during the leave.

In addition, if any employee losing seniority returns to his or her employment with the Department he or she shall be treated as a newly hired employee for purposes of wage rates, vacation entitlement, longevity, seniority, sick leave accrual, and personal days.

Section 6. Both Department and Rank Seniority shall accrue during any periods of authorized leave.

Section 7. In the event the City reduces the number of positions within any classification in the bargaining unit, then the employee (Employee A) with the least Rank Seniority within the classification shall be laid off first, provided that, if that employee (Employee A) elects to accept voluntary demotion to a lower classification and lower rank, he or she shall not be laid off if his departmental seniority exceeds the department seniority of any other employee in that lower classification. As to the employee within that lower classification with the least Rank Seniority (Employee B), he shall be laid off unless he (Employee B) is able to "bump" (by following the said procedures prescribed herein) another employee (Employee C), in a still lower classification, who has less departmental seniority than Employee B. Any recall to duty shall be governed by Departmental Seniority and any such employee shall have recall rights from the Preferred Re-Employment List, which List shall remain in effect for twenty-four (24) months from the date of that employee's layoff. Prior to being recalled, an employee must pass a physical examination, paid for by the City. During the period of eligibility for recall, any employee who had completed his/her initial probationary period prior to the date of the layoff, shall be eligible to participate in training required to maintain certification from POST. The employee shall not make any claim for payment of wages for the time spent in such voluntary training. If a class is offered by the Police Department, the employee may attend without charge. If there is a fee for attendance at classes outside the Police Department, the employee shall bear the cost.

In the event the City chooses to exercise Article III Section 7 of this agreement, the affected party shall be notified by the Chief/Superintendent of Police fourteen (14) calendar days prior to exercising such right. Any employee who exercised his contractual rights in accepting a voluntary demotion, rather than a "layoff" will be returned to his prior rank and seniority once any employee is recalled from the Preferred Re-Employment List, which list shall remain in effect for twenty four (24) months from the date of that employee's layoff.

Section 7(a). The Pension Plan and Article XXIII Section 4 notwithstanding, in the event an employee with vested rights under the pension plan, who has taken either a demotion in lieu of layoff, or who has been laid off under the provisions of this Article III, that employee shall retire at his last highest permanent rank prior to the demotion or layoff.

ARTICLE IV HOURS OF WORK

Section 1. The regular work schedule for the Patrol Division shall be a 5-2, 5-2, 5-3 work schedule. The regular work week shall be forty (40) hours per week and eight (8) hours per day in five (5) consecutive days. This provision shall include the Communication Control Center, and shall not apply to certain positions in Headquarters, including but not limited to, the Detective Bureau, the Vice and Intelligence Division and the Youth Squad where schedules contrary to the above have been worked in the past.

Section 1(a) It is understood that in order for the 5-2, 5-2, 5-3 work schedule to properly work, relief officers, which will be steady positions, may not be able to receive consecutive days off. Relief positions will be filled by seniority on a voluntary basis if possible. If there are not sufficient volunteers then assignment shall be made by reverse seniority.

Section 1(b). The Chief/Superintendent shall give the Assistant Deputy Chief twenty-four (24) hours notice of any change in schedule except in an emergency. If the Chief modifies the regular work day of the Assistant Deputy Chief, the shift shall begin no earlier than 0700 and end no later than 2200 hours

Section 1(c). Nothing in this Agreement shall prevent the Chief/Superintendent from establishing new or different starting and stopping hours for any group or groups or ranks of employees. However, the power reserved to the Chief/Superintendent to change the starting and stopping hours of any employee or group or groups thereof shall not confer upon the Superintendent the power to regularly schedule any employee to work more than forty (40) hours per week or eight (8) hours per day in any five (5) day consecutive work period. In the event that the Chief/Superintendent acts capriciously or arbitrarily in regard to the revision of starting and stopping hours as prescribed herein, the Union reserves the right to protest this action by implementing the Article XVI Grievance procedure and proceeding up to and including Arbitration.

Section 1(d). Whenever an officer's schedule (i.e., his days off) is involuntarily changed due to a change in squad assignment, advancement from "C" Platoon to the "A/B" Platoon rotation, promotion, reassignment, training or other such reasons, such employee will be allowed for the first week of the new schedule to swap one day with himself, except that in the case of training, the employee whose day(s) off fall(s) within the training schedule shall be allowed to swap his day(s) off within the week prior to training, the training week, or the week following the training assignment. In order to be eligible to make such swap, as soon as possible after he is aware of such schedule change, the

officer must notify his supervisor as to what swap, if any, he would like to make. Such swap will be permitted provided there is no cost to the City. Moreover, in such a circumstance, working a sixth or more consecutive work day does not require the payment of overtime.

Section 1(e). The basic Patrol Division is divided into three (3) platoons. Each platoon shall be divided into three (3) squads.

The starting and stopping hours of each platoon are essentially as follows:

	Starting Times	Stopping Times
Platoon "A"	0630 Hours	1430 Hours
	0730 Hours	1530 Hours
Platoon "B"	1430 Hours	2230 Hours
	1530 Hours	2330 Hours
Platoon "C"	2230 Hours	0630 Hours
	2330 Hours	0730 Hours

During the term of this Agreement, structuring and composition and the starting and stopping hours of the Platoons and/or squads thereof, and/or of other divisions or functions of the Police Department may be amended, altered or changed by the Chief/Superintendent, as per the limitations and prescriptions of the first paragraph hereof.

It may be necessary to introduce special groups or units which may work different hours, in the discretion of the Chief/Superintendent. Whenever possible these groups or units will be staffed by volunteers, provided they meet the criteria and are willing to serve the length of time necessary for the assignment, which criteria and length of time will be made known ahead of time. If there are insufficient volunteers, assignments will be made by the Chief/Superintendent from among qualified candidates. Those assigned, if they wish, may transfer out of the special group when qualified volunteers are available, provided they have served a reasonable period of time based upon the training provided and other relevant factors, and the transfer out shall be at a time that does not have an adverse effect on the operations of the group or unit as determined by the Chief/Superintendent.

Prior to implementation the Chief/Superintendent will discuss the special groups or units with the Union and will give due consideration to concerns regarding any impact of the establishment of such a special group or unit.

Once an employee is assigned to any such special group or unit, he or she shall not be carried on his platoon of record for overtime or any other purpose. The names of those employees assigned to patrol and who are temporarily assigned to a special group or unit shall be listed separately on the platoon roster indicating their regular shift of record and squad.

Section 1(f). Once an employee is assigned to days (Platoon "A" or "B") he cannot be bumped because a senior man on nights (Platoon "C") decides to go on days. The Platoon "C" senior man must wait until the next opening on days. When an opening does occur, the Platoon "C" employees must be asked according to seniority. In order to maintain adequate staffing, Platoon "C" personnel may be assigned to Platoon "B" (For the purposes of this section such personnel assigned to Platoon "B" are considered Platoon "C" members.) When staffing requirements, as determined by the Superintendent, allow for permanent Platoon "A" and "B" rotation said assignment shall be made from Platoon "C" personnel.

If, in the opinion of the Chief/Superintendent, there is not sufficient personnel on Platoon "C" to transfer someone to Platoon B then the least senior employee on Platoon "A" or "B" would become a regular "B" Platoon personnel. Said employee will have preference over "C" Platoon employees for the next available opening for "A" and "B" rotation.

Section 1(g). The Chief/Superintendent shall establish five (5) steady day positions, with the sole discretion to establish five (5) additional steady day positions, within the Patrol Division.

Section 1(h). Personnel with Monday to Friday Schedules:

Assistant Deputy Chief	Aide to Assistant Deputy Chief
Union President*	Victim Services Office
Aide To Chief/Superintendent	Property & Evidence Division
Aide To Deputy Chief	Meter Division
Vice & Intelligence Commander	Planning Officer
Patrol Administration Office	Training Division
Records Division	C.C.C. Commander
Data Entry Supervisor	Aide to the Quartermaster
Extra Duty Office	Quartermaster Office
Court Officer	
Animal Control Officer	
Paint And Sign OIC	

*Subject To Provisions Of Article XI Section 4

The days and hours of work for the Community Relations Division and the RX Units shall be as determined by the Chief/Superintendent, in his/her discretion. The Chief/Superintendent shall provide advance notice of the regular days and hours to be worked at least one week in advance, but may, in exceptional circumstances, make a temporary change in hours with twenty-four (24) hours advance notice.

Note: These provisions shall remain in effect only while these positions are in the bargaining unit and not performed by civilians.

Section 2. Except in an emergency, an employee shall not work more than two (2) consecutive shifts. Following any two consecutive shifts of work (including regularly scheduled work, a “swap,” overtime and/or extra duty), an employee must be off duty for a minimum of seven (7) hours prior to working another shift other than his/her regularly scheduled shift.

Section 3. A card file by Rank, Function, and Platoon of all employees requesting overtime work shall be maintained in the office of each division. Cards of "new hires," transfers, and promoted employees shall be dated and placed in alphabetical order at the rear of the file.

Overtime work necessitated by the regular operations of the department shall be assigned by Rank, Function and Platoon in the order that the employee's name appears in the said file.

If there is a need for a Sergeant in the Communications Control Center, any qualified Sergeant on Patrol who is available may be reassigned for the shift. If there is no available Sergeant on duty and overtime is required, overtime shall be offered to qualified Patrol Sergeants using the card file.

On the day before the eight week shift change (i.e., Sunday), the Platoon "B" Commander shall cause the card files to be integrated for the Platoon "A" and the Platoon "B" employees that are changing shifts, according to each employee's last overtime opportunity. The files will be integrated after the next day's Platoon "B" shift detail has been prepared.

On the day before the eight week shift change (i.e., Sunday), the Platoon "C" commander shall re-file the card files for Sergeants and above for all three shifts (Platoons).

Neither employees who refuse overtime work on their vacation days, or on their personal days, or on an Article IV, Section 5 "swap day," nor Union Executive Board members who refuse overtime work on a scheduled day off because they are attending to union business shall have their cards moved to the rear of the file.

As assignments are made, whether accepted or refused by the employee, that employee's card shall be placed in the rear of the file. There is no obligation for the person charged with overtime hiring to leave a message on any answering machine. An entry on the overtime hiring card indicating that an answering machine was reached will have the same status as a "no answer" and the card will remain in place.

Within each division with employees out on vacation time, personal time or swap day will only be called after all other employees within said division have been called, and only if they had specifically requested to be called. For the purposes of this paragraph, a vacation day or personal day, shall be considered the 24 hour period from 0001 hours through 2400 hours of the calendar day or days for which the vacation day(s) or personal day(s) were requested and granted. A swap 'day' shall be considered to encompass only

the hours of the shift for which the swap was requested and granted, and the employee may be called for 'off shift' overtime in the normal hiring rotation.

Inside duty personnel on temporary administrative assignment by order of the Chief/Superintendent shall not be entitled to overtime work. Any employee under medical restrictions shall not be entitled to overtime work except as provided in Article XIII, Sections 5 and 6. Employees in recruit training status (as determined by the Chief/Superintendent) shall not be entitled to overtime work.

The overtime hiring card file may be examined by the union executive board members at any reasonable time. The weekly overtime report of the department shall be furnished to the Union President.

Section 3(a). An employee who is available for "Off Shift" overtime work shall give written notification to this effect to his Shift Commander. A note to that effect shall be placed on the employee's card in the overtime file for that employee's shift or platoon. The phrase "Off Shift overtime" means that the employee is available, within rank and function, on any day for overtime work on either of his two non-working shifts. An employee, who declines or works an "Off Shift" overtime opportunity, shall have his card placed in the rear of the overtime file.

A Shift Commander, in hiring for overtime work, shall first ask employees, who are assigned to the shift or platoon, and who are scheduled to be off duty on the day for which the overtime work is required. Next, if the overtime work requirement is not met, the Shift Commander shall utilize the overtime file of the preceding shift; The commander shall call the first employee in that file who has indicated willingness to work "Off Shift" overtime. Succeeding names in that file (and, if necessary, the file of the succeeding shift) of employees who have indicated willingness to work "Off Shift" overtime will be called until the overtime requirements are met. If the Shift Commander does not reach such employee (who has indicated availability for "Off Shift" overtime work), that employee's card shall remain in place in the overtime file. When a Commander reaches an answering machine, the Commander is not required to leave a message, and the call will be considered, and will have the same status as a "no answer" in the movement of the overtime card (i.e., the card will remain in place in the overtime file).

Section 3(b). The ranking officer of each Division or Platoon shall be responsible for making the determination of the necessity for overtime work and the proper implementation of Section 2 hereof.

If a "good faith" error is made in the assignment of overtime the aggrieved employee will receive "make-up time". Make up opportunities will be discussed between the aggrieved employee and his or her platoon commander, with make-up time availability on any platoon. Make-up time must be scheduled as soon as possible within fourteen (14) days of notification of the resolution of the issue, and cannot be changed except for serious exigent circumstances or conflict with the availability of a regular overtime opportunity.

Make-up opportunities to settle a "good faith error" situation must not affect present beats, areas, or the availability of regular overtime hiring for other employees. Should there be an arbitration hearing based on overtime assignments, the award shall be limited solely to "make-up time."

Section 4. When regular shift assignments are made from or to Platoons "A", "B", or "C" within the Patrol Division or within the various shifts of any other bureau, such assignments shall be made in order of Rank Seniority.

Section 5. An employee may be required to work on his/her regularly scheduled days off in case of an emergency, which is defined to mean a situation that cannot be anticipated by at least twenty four (24) hours prior to the occurrence of such an event.

In an emergency, the Chief/Superintendent or his/her designee may require and order employees to work overtime. If circumstances permit, the Chief/ Superintendent will require or order overtime in the following order:

- 1) by holding over the employees who are working at the time the emergency begins;
- 2) by having the employees on the next platoon called in early;
- 3) by calling in other employees who are scheduled to work on the day of the emergency;
- 4) by calling in employees who are on their regularly scheduled day off;
- 5) by calling in employees who are on vacation.

In the event of a manmade or natural disaster, an act of terror, or an incident involving weapons of mass destruction, the Chief/Superintendent shall have the discretion to temporarily suspend all provisions of this Agreement which govern hours of work, work schedules, assignments, union activity and leaves, for the duration of the emergency. The Chief/Superintendent's actions during such an event may include but shall not necessarily be limited to moving the entire Department to twelve-hour shifts for the duration of the event.

Section 5(a). As utilized in Section 5 hereof, the term "emergency" shall not apply to normal conditions resulting from holidays, formal parades, vacations and elections.

Section 6. The present practice of one employee who is off duty, working for another may be continued provided:

- (a) Substitution does not impose additional cost to the Department;
- (b) Such substitution is within rank only;
- (c) Written notification is given to the superior officer, under whose jurisdiction the substitution will occur, on forms provided by the City, not less than twenty-four (24) hours prior to the shift swap.
- (d) Neither the Department nor the City is held responsible for enforcing any agreement made between employees;

- (e) Jobs shall not be swapped for more than five (5) working shifts in a given calendar month. An employee must actually swap with another employee. No employee may pay or accept pay from another employee for working for him. The Chief/Superintendent may permit an officer to exceed the limitations herein based on extraordinary circumstances (e.g., to care for a child with a long-term illness).

Section 7. An employee who is (a) called back to work subsequent to the completion of, his or her regular tour of duty, after leaving the Department, and who does so work, and (b) an employee who is subpoenaed or otherwise required to appear as a witness in any proceedings involving his/her employment with the City of Waterbury, including depositions, motor vehicle hearings, weapons permit revocation hearings, tow hearings, but not limited thereto, shall be paid for actual hours worked, but at no time less than four (4) hours of his or her regular hourly pay.

It is the intent of the parties that employees will not be paid for appearing at labor hearings when subpoenaed by or requested to appear by the union.

The minimum call-back payment set forth in this section shall not apply to hours worked which are contiguous to the employee's regular shift hours.

Section 7(a). The provisions, and guarantee, of Section 7 hereof shall not be applicable to work or service that is a continuation of the employee's regular tour of duty.

Section 8. Premium overtime, which is defined to mean payment of one and one-half (1-1/2) times the employee's straight time hourly rate, shall be paid to an employee for each hour, or portion thereof, worked in excess of forty (40) hours in a regular work week, as defined in Section 1 hereof, or eight (8) hours in a work day (provided the employee was in pay status that work week for forty (40) hours or that work day for eight (8) hours). It is the intention of the parties that an employee in pay status who works on his scheduled day off will receive overtime pay.

Except in the event that an employee is caused to be held over as a continuation of the employee's regular tour of duty (in excess of eight (8) hours per day), then an employee will not receive the benefit of one and one-half (1 and 1/2) times the employees straight time hourly rate of pay until that employee actually works in excess of forty (40) hours per week, after the second (2nd) occurrence of sick time per calendar year. An occurrence of sick time is meant to include all the days of a continuous absence from work due to the same illness and call in.

Section 9. The City may change the pay period to a biweekly pay period, and in doing so, may change the pay day. Prior to making such a change the City shall give the Union at least thirty (30) days notice. If the change to a biweekly pay period requires that the pay day be changed, the City shall make reasonable efforts to designate a pay day on Thursday or earlier in the week.

Section 10. A Patrolman assigned to the Communications Control Center who has sufficient Departmental Seniority to seek a shift assignment different from the one to which he is assigned (as to the date of his request for a new shift assignment) shall be entitled to such different shift assignment if there is an opening in said (different) shift assignment based upon his Departmental Seniority. This provision shall sunset at such time as the City converts to civilian staffing of the communications center.

Section 11. Employees who are called to jury duty are to be paid their regular wages for the first five days a juror will be paid for and not required to work any shift where more than half the hours fall on a scheduled appearance date).

ARTICLE V LONGEVITY

Section 1. Employees Receiving Longevity Prior to July 1, 2005. Employees who were receiving longevity prior to July 1, 2005 shall continue to receive longevity with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Longevity payments for such employees shall be made at the same time of year as under the prior collective bargaining agreement.

Section 2. Employees Not Receiving Longevity Prior to July 1, 2005. No current or future employee who was not receiving longevity pay prior to July 1, 2005 shall become eligible for or receive any longevity pay.

Section 3. Longevity payments prescribed in this Article shall be included in the pay distributed on the first pay day of December. There shall be no prorating of the longevity payments prescribed by this Article. An employee shall be deemed entitled to the longevity payment prescribed by this Article as of the first day of the calendar year.

ARTICLE VI WORK ASSIGNMENTS - EXTRA DUTY

Section 1. The terms "Extra Police Duty" or "Extra Police Work" shall mean assignments made for work in off-duty hours for some party or entity other than the Police Department, including any City Department other than the Police Department, which other party or entity shall pay (and not the Police Department) the rate of pay prescribed in this Article. Police officers assigned to extra police duty work shall abide by the regulations, policies, and procedures of the department.

Section 2. All Extra Police Duty assignments to Extra Police Work shall be made by the Chief/Superintendent of Police or his or her designated representative who shall not be below the rank of Sergeant.

Section 3(a). Effective upon signing of this Agreement the hourly rate of pay for extra police duty for a police officer shall be as follows:

- 1) when working for the City or the Board of Education, one and one-quarter (1 ¼) times the hourly rate for Patrol Officer A;
- 2) for all other vendors, one and one-half (1 ½) times the hourly rate for Patrol Officer A.

Section 3(b). Police officers shall be paid four (4) hours pay for each assignment or the actual hours worked times the hourly rate, whichever is higher.

Section 3(c). The parties recognize and understand that there are certain long term assignments requiring private duty police services for less than the four (4) hour minimum which in the weekly aggregate exceed the four (4) hour minimum provided for in Section 3(b) above. The parties agree to discuss on a case by case basis the merits of such long term assignments as they become available in the future, and whether they can be considered to be included for payment to one individual each week in the total weekly aggregate hours.

Section 4. When a fifth man is to be assigned to an extra police duty job, working the same hours as the other four (4) patrolmen, such man shall be a sergeant or above and shall receive ten (\$10.00) dollars above the total amount paid to the patrolman. If no sergeant (or above) is available, then Department seniority prevails, and that employee shall receive the additional compensation noted in this paragraph.

Section 5. At or about the time of the fifty-six day shift change, the Daily Bulletin shall include a reminder that officers may sign up for Extra Duty Work.

Section 5(a). An employee who desires assignment to Extra Police Duty Work shall so notify by signing the 'Extra Police Duty' roster in the Extra Duty Office. Inside duty personnel on temporary administrative assignment by order of the Chief/Superintendent and any employee under medical restrictions shall not be entitled to extra police duty work. Employees in recruit training status, as determined by the Chief/Superintendent, shall not be entitled to extra police duty work.

Section 5(b). With the exception of extra duty assignments which the Chief/Superintendent determines are of a sensitive nature and/or require particular customer service skills, and which are therefore assigned in the Chief/Superintendent's discretion, all extra police duty assignments will be assigned on a strict rotational basis from the list of officers who have indicated their availability during the sign-up period. A card file or an equivalent electronic tracking system established from the sign-up list shall be maintained by the officer in charge of the extra police duty office. An employee is entitled to add his or her name to the sign-up list at any time during the sign-up period and his or her card will be placed in the rear of the file.

Prior to designating a job as one which is of a sensitive nature and/or requires particular customer service skills, the Chief/Superintendent shall consult with the Union President. Once so designated, volunteers will be solicited for the job(s) and the Chief/Superintendent's selection of officers to fill such job(s) shall be made from that list. It is not the intent of this provision to allow the Chief to grant a disproportionate amount of extra duty to a limited number of officers.

Officers assigned to jobs which the Chief/Superintendent considers are of a sensitive nature and/or require particular customer service shall be passed over in the rotation once for each job assigned in the Chief/Superintendent's discretion. The purpose of this provision is to ensure that officers assigned to such jobs do not receive more than their fair share of extra duty assignments.

Cards of new employees and employees who did not make prior requests for extra duty periods shall have their cards placed to the rear of the card file in the order in which their name(s) appear on the sign-up list.

As employees are offered extra police duty assignments, their cards will be moved according to established practice. Whether an assignment is accepted or refused, the card will be moved to the rear of the file. In order to maintain an equitable distribution of extra duty police work and for the purposes of this agreement, an employee will be considered available for all hours other than his or her regularly scheduled forty hour work week and eight hour work day.

Requests for a private duty police officer received after the normal hours of the extra police duty office shall be directed to the desk officer, who will attempt to fill said job from the list of names and phone numbers of any officer who has indicated his availability on a twenty four hour emergency basis. This list will be provided by the extra duty officer to the desk officer and the Union each fifty-six day change period.

An officer accepting assignment to an extra police duty job is responsible for working such job. In the event of sickness or other exigent circumstance, the assigned officer will notify the extra duty office during normal business hours, or the desk officer after normal business hours, and arrangements will be made for assigning a substitute officer.

Section 5(c). Any employee accepting assignment to extra duty work on a holiday, as defined in Article VII, shall be paid two times the hourly rate for Patrol Officer A, except in the case of work for the Waterbury Board of Education, which shall be paid at time and one-half (1.5) the hourly rate for Patrol Officer A. The provisions of this Section shall be applicable to Extra Duty work performed on Christmas Eve Day.

Section 6. It is the responsibility of the employee who works an extra-duty job to submit the extra-duty job ticket to the Extra-Duty Office fourteen (14) calendar days thereafter. Any employee who fails to do so shall be subject to discipline.

**ARTICLE VII
HOLIDAYS**

Section 1. The following holidays shall be paid, at an employee's regular rate of pay for one (1) work day, under the following conditions, whether actually worked or otherwise:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
Lincoln's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
	Christmas Day

Section 1(a). To be eligible for the holiday pay, an employee must be in pay status on his or her last scheduled work day prior to the holiday and on his or her first scheduled work day subsequent to the holiday, and he or she must also be in pay status if he or she is scheduled to work the holiday.

Section 1(b). Employees will be paid for the above holidays once annually by accumulating such holiday pay earned and paying such to the employee entitled thereto on the first pay day in December. A holiday falling within an employee's sick leave or vacation shall be charged to the employee's sick leave or vacation, whichever is applicable, and the holiday payment shall be made on the first pay day in December as specified above.

Section 1(c). For the purposes of Section I of this Article, whenever a controversy arises between the Federal, State, or local government as to when a holiday shall be celebrated, the holiday shall be celebrated on the date of the actual holiday as prescribed by Section 1-4 of the Connecticut General Statutes, as amended. The provisions of said Sections 1-4 to the contrary notwithstanding, the following holidays shall be celebrated on the following dates: New Year's Day shall be January 1st, Lincoln's Birthday shall be February 12th, Independence Day shall be July 4th, Veterans' Day shall be November 11th, and Christmas Day shall be December 25th.

Section 1(d). Whenever City Hall is closed in observance of a holiday, employees with administrative hours will also be off.

Section 2. An employee regularly scheduled to work, and who actually works, any hour(s) of the 24 hour period of any of the holidays, enumerated in Section 1 hereof, shall receive his or her regular hourly rate for the hours so worked. In addition, the employee shall be eligible to receive the holiday pay prescribed in Section 1 hereof and payable as per Section 1 (b), provided he otherwise qualifies for such holiday pay under this Article VIII.

In the event an employee is required to work on a holiday falling on his or her regularly scheduled day off, he or she shall be paid for the hours actually worked at the rate of one and one half (1 ½) times his or her regular hourly rate.

ARTICLE VIII VACATIONS

Section 1. For the purposes of this Article, "vacation" or "vacations" shall refer to annual leave paid for at the employee's regular rate of pay.

Section 2. An employee shall be granted vacation time according to the following schedules:

1. An employee who has completed six (6) months of continuous service with the City in pay status but less than one (1) year of continuous service in pay status shall be entitled to one (1) week of vacation within the second six (6) months of his service.
2. An employee who has completed one (1) year but less than six (6) years of continuous service in pay status shall be entitled to two (2) weeks of vacation time off. However, no employee shall be entitled to three (3) weeks of vacation in any one calendar year because of the application of this sub-paragraph 2 and sub-paragraph 1 immediately preceding.
3. An employee who has completed six (6) years of service in pay status with the City shall be entitled to three (3) weeks of vacation time off during the calendar year that he or she will complete the six (6) years of service in pay status.
4. Subject to the provisions of sub-paragraph 5 of this Section 2, an employee who has completed seven (7) years of service in pay status with the City shall be entitled to one (1) additional day of vacation time off, over the provisions of the sub-paragraph 3 immediately preceding this sub-paragraph 4, for each completed year of service subsequent to the seventh year of service until a maximum of four (4) weeks of vacation time off is attained; the vacation formula of this sub-paragraph 4 shall become operative during the calendar year that the employee will complete the said seventh, etc., year of service.
5. An employee who has completed twenty (20) or more years of service in pay status with the City shall be entitled to four (4) weeks and two (2) days of vacation time off during the calendar year that he will complete the twenty (20) or more years of service.
6. The parties agree that the phrase "week of vacation time off" as used in this Article shall be defined to mean five (5) days off.
7. Any employee who terminates service with the Department for six (6) consecutive months or longer shall lose all previous benefits and for the purpose of this Article shall be treated as a new employee, if re-hired.

The City may convert vacation accrual to an hourly basis consistent with the operation of the City's record keeping and/or payroll system, as the same may be revised from time-to-time.

For the purposes of this Article, the phrase “year of service in pay status” shall be interpreted in a manner consistent with the operation of the City’s record keeping and/or payroll system, as the same may be revised from time-to-time.

Section 3. Employees regularly scheduled to work a full-time schedule shall receive full-time pay (at their regular hourly rate) for each week of vacation.

Section 4. Employees shall be granted their vacations by Rank Seniority preference throughout the year subject to the demands of service as determined by the Chief/Superintendent. Each employee must take his or her vacation time off in accordance with the following:

1. If an employee is entitled to two (2) or three (3) weeks of vacation time off, then he or she may "split" one (1) of his or her weeks into blocks of one (1), two (2) or three (3) days, but must take the other week (or the other two (2) weeks in the case of an employee entitled to three (3) weeks vacation) in blocks of complete weeks of vacation time off.
2. If an employee is entitled to four (4) weeks of vacation, then he or she may "split" two (2) of those four (4) weeks into one (1), two (2) or three (3) days of vacation time off. The remaining two (2) weeks of vacation time off must be taken in blocks of complete weeks of vacation time off.

Section 4(a). All requests for vacation during the summer vacation period (June 1st through September 30th) shall be submitted by April 1st of that year. Vacation requests will be submitted by employees indicating their permanent shift of record.

Prior to April 30th the Chief/Superintendent may demand that vacation requests for the month of July and/or August must be of two weeks' duration. On May 15th the summer vacation lists shall be posted by the Chief/Superintendent.

Section 5. In no event shall any employee entitled to three (3) or more weeks of vacation time off, have the right to take three (3) consecutive weeks off during the period between June 1 through September 30th or during the month of December. Prior to September 1st, any employee who has remaining vacation time shall request such vacation time for the period commencing the first Monday of October through December 31st. Such request shall be granted by rank seniority. On September 15th the 'winter' vacation lists shall be posted by the Chief/Superintendent. The granting by the Superintendent of any request for a specific vacation during the 1st Monday of October through December 31st period shall be governed by rank seniority subject to the demands of service.

Section 5 (a). If an employee does not make any request for vacation time off during the summer vacation period prescribed by Section 4(a) and/or he is entitled to more than two (2) weeks of vacation and does not request a specific date or dates during the period commencing the 1st Monday of October through December 31st (as per the provisions of

Section 5 hereof), the Chief/Superintendent, subject to the restrictions of Section 4 may assign any week or weeks or parts thereof as vacation time off for the employee; which vacation must be taken by the employee unless the request and approval of Section 6 hereof is obtained by the employee.

Section 6. One (1) week of vacation may be deferred and carried over from year to year, subject to the approval of the Chief/Superintendent. Any vacation days deferred or carried over must be used not later than March 31 of the year to which the days were carried over. This provision shall apply to all employees, including those who are on any type of leave, with the exception of employees on injury leave. An employee who is on injury leave at a time when the employee was scheduled to take vacation may carry over that vacation to the next year, and such vacation must be used within three (3) months of return from injury leave. An employee who is on injury leave for six (6) or more months in a year and was unable to schedule vacation may carry over up to two (2) weeks of vacation to the next year, and such vacation must be used within three (3) months of return from injury leave. Days carried over and not used on time shall be forfeited.

Upon retirement, subject to the approval of the Chief, an employee shall be paid in a lump sum for any unused vacation which was carried over in accordance with the provisions of this Article and which cannot be scheduled as vacation by the Department. Such lump sum payment shall not result in a delay in the effective date of the employee's retirement.

Section 7. Once a vacation period has been assigned to an employee, and it has been approved, said employee may request a copy of the approved vacation slip and such copy shall be given to the employee, and no change shall be made in connection with said approved vacation except in the event of either an emergency as defined in Article IV of this Agreement or upon personal request of the employee affected. Such personal request shall not make any change mandatory upon the Department.

Section 8. No employee shall be called to duty during his vacation period except for an emergency as defined in Article IV of this Agreement.

Section 9. If an employee is suspended after having been charged with the commission of a crime and he or she is subsequently acquitted of the crime charged, the employee shall be considered to have been in pay status (for vacation purposes only) during the period that he or she was under suspension and his or her vacation accrual and entitlement shall be governed as if he or she had never been suspended in the first instance.

Section 10. Requests for vacation time off may be denied by the Chief/Superintendent, or his or her designee, based on the needs of the Department. Denial of any such requests are not subject to the grievance or arbitration provisions of this Agreement.

At no time shall the number of employees on vacation and/or personal leave exceed the following, except in the sole discretion of the Chief/Superintendent:

For the Patrol Division, per Platoon:

- two Lieutenants
- two Sergeants
- six Patrol Officers on A and C Platoons
- seven Patrol Officers on B Platoon

For the Criminal Investigation Bureau, per shift:

- two Sergeants if there are three assigned to the shift; one Sergeant if two are two assigned to the shift
- four Detectives

For the Vice Squad, per shift:

- one ranking officer (Sergeant or above) if two such officers are assigned to the unit
- two ranking officers (Sergeant or above) if three such officers are assigned to the unit
- up to one third of the Detectives assigned to the shift

For the Youth Division, per shift:

- up to one third of the Detective assigned to the shift

ARTICLE IX SICK LEAVE

Section 1. For the purposes of this Article, sick leave is defined as absence from work due to non-service connected illness or injury or medical, dental or ocular treatments which cannot be scheduled during non-working hours. Further, sick leave includes the serious illness of a relative domiciled in the employee's household requiring the employee's personal attention, if evidenced and substantiated, by medical certification presented to the Chief/Superintendent within ten (10) working days of the taking the sick leave. Sick leave for the illness of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) may be taken up to a maximum of three (3) occasions per calendar year and an aggregate of not more than eight (8) days per calendar year.

On the first day of absence, an employee shall call his or her immediate supervisor as soon as the employee is aware of the need for sick leave, and, to the extent possible, at least one hour in advance of the employee's regularly scheduled shift. After the first day, an employee on sick leave shall call his or her immediate supervisor daily not less than three (3) hours prior to the start of the employee's regularly scheduled shift. The requirement to call in on each day of absence may be waived by the Chief/Superintendent, in his sole discretion. Prior to returning to active duty, an

employee shall call his or her immediate supervisor regarding his or return not less than three (3) hours prior to the employee's regularly scheduled shift.

An employee who is on sick leave and is not hospitalized is expected to remain at home except for: attending religious services; medical appointments; voting in local, state or national elections. This requirement may be waived by the Chief/Superintendent. In the case of an absence which exceeds five (5) work days, such waiver shall not be unreasonably withheld.

Employees shall be credited with sick leave eligibility as hereinafter noted, for each complete calendar month in pay status with the City. Sick leave eligibility shall be one and one quarter (1.25) working days for each complete calendar month in pay status. For the purposes of this Article, the phrase "complete calendar month in pay status" shall mean that the employee is in pay status for at least twelve (12) working days in that month.

The City may convert sick leave accrual to an hourly basis consistent with the operation of the City's record keeping and/or payroll system, as the same may be revised from time-to-time.

For the purposes of this Article, the phrase "complete calendar month in pay status" shall be interpreted in a manner consistent with the operation of the City's record keeping and/or payroll system, as the same may be revised from time-to-time.

Section 2(a). Notwithstanding the provisions and limitations contained in Section 2 hereof, the amount of sick leave on record held as a reserve credit as the result of the application of sick leave policy in effect prior to the adoption of the present program, shall be continued to be credited to the employee in addition to that accumulated under the formula established in Section 2 hereof.

Section 2(b). Except as provided in 2(d) below, in the event of death or retirement, an employee (or an employee's estate) shall receive as terminal pay fifty percent (50%) of his or her accumulated sick leave valued at the applicable rate in use at the time of the employee's death or retirement, to a maximum of seventy-five (75) days pay. Such payment shall be paid to the employee or the employee's estate within three (3) years of death or retirement, in minimum installments of one-third per year.

Section 2(c). Employees may accumulate up to one hundred fifty (150) sick days.

All sick days in excess of one hundred fifty (150) will be determined prior to February 1 each succeeding year, and paid out to the employee at a one hundred percent (100%) rate for each year of the contract on the first payday in September of that year.

Section 3. An employee who has exhausted his or her sick leave and has exhausted all available personal leave under the provisions of this Agreement, may request in writing

an advance of sick leave only after he has exhausted all but one (1) week of employee's vacation time.

Section 3(a). Such request will be reviewed by the Chief/Superintendent who will consider the employee's record as a whole, including his length of service and the use or abuse of his sick leave privileges in the past. The approval or denial of a request for sick leave advance shall be in the sole discretion of the Chief/Superintendent.

Section 3(b). In no event shall advance sick leave credit be granted in excess of thirty (30) days for any one request.

Section 4. An employee absent on sick leave for five (5) or more consecutive work days must submit a written doctor's certificate from the physician/physician practice group that normally treats the employee. The full cost of this examination or medical certificate which is not covered by the employee's health insurance shall be borne by the employee. The City also may require that an employee be examined by and provide a medical certificate from a physician designated by the City. The full cost of this examination or medical certificate which is not covered by the employee's health insurance shall be borne by the City. A medical certificate must be submitted prior to an employee's return to work on the Department's medical certificate form, attached hereto as Appendix A.

Section 5. If an employee is regularly or habitually absent for sickness or demonstrates a pattern of sick leave use (e.g., pre- or post- other paid leave or days off, or on weekends) or if the City questions the validity of an employee's use of sick leave, the City may require the employee to submit a written-doctor's certificate from the physician/physician practice group that normally treats the employee. The full cost of this examination or medical certificate which is not covered by the employee's health insurance shall be borne by the employee. The City also may require that an employee be examined by and provide a medical certificate from a physician designated by the City. The full cost of this examination or medical certificate which is not covered by the employee's health insurance shall be borne by the City. A medical certificate must be submitted prior to an employee's return to work on the Department's medical certificate form, attached hereto as Appendix A. In the event the employee fails to furnish adequate verification that the absence qualifies for payment as sick leave, the Chief/Superintendent may elect not to pay the employee for the absence and/or issue appropriate discipline, up to and, including termination.

Section 6. After an employee has exhausted all of his/her accrued sick leave, an employee may use sick days donated by another employee. Donation and use of donated time must be approved in advance by the Chief/Superintendent, in his or her sole discretion, and under the following conditions: The employee must first exhaust all his or her personal days, (per Article XV). Donation of sick days need not be within rank and the office of the Chief/Superintendent will be notified in writing on forms provided by the City, not less than five (5) days prior to its becoming effective. An employee may not access donated sick leave to obtain payment for day(s) during which he or she has not been paid because he or she was not in pay status on those day(s). The donating

employee's sick bank will be reduced by the number of days which he or she donates. The employee using donated sick leave will not accrue sick leave entitlement during the time that he or she is using donated sick days.

Whether the donating employee and the receiving employee are of the same or different ranks, donations and repayments shall be made on a day for a day basis.

Section 6(a). An employee who donates a day or days to an employee whose sick time is subsequently changed to injured time, the donating employee shall have the number of days donated returned to his/her sick bank.

ARTICLE X FUNERAL LEAVE

Section 1. Each employee shall be granted paid leave for a death in his or her immediate family. Such leave shall start on the day of death and shall continue through and include the day of burial. In no event shall such leave be greater than three (3) scheduled working days. For the purposes of this Article, the term "immediate family" shall include the following: Spouse, Child, Mother, Father, Mother-in-law, Father-in-law, Sister, Brother, Grandparent, Son-in-law, Daughter-in-law, Step -Parents, Step-Children, Foster Parents, or Foster Children, and former legal Guardians and/or any relative domiciled in the employee's household.

Section 1(a). Upon written request, in unusual or exceptional circumstances that would prevent burial for an extended period of time, the Chief/Superintendent, upon his or her discretion, may grant an employee one (1) additional day for burial services.

Section 2. Each employee shall be granted one (1) day of paid leave for the death of a Brother-in-law, Sister-in-law, Aunt, Uncle, Grandchildren, Niece or Nephew, or any relatives listed in Section 1 above, related through blood or marriage to an employee.

Section 3. In the event that an employee requires additional bereavement time off and if the employee has sufficient number of sick bank days available per the provisions of Article IX hereof, the employee may be allowed an additional four (4) days beyond the three (3) days granted in Section 1 or the one (1) day granted in Section 2 above. No more than seven (7) days total for each bereavement leave shall be granted. The number of bereavement days taken pursuant to the provisions of this Section shall be deducted from the employee's sick bank prescribed by the provisions of Article IX, Section 2, hereof.

Section 4. Employees on funeral leave will not be entitled to overtime or part-time work on those days. In no event shall an employee be paid funeral leave for days upon which they are not scheduled to work.

ARTICLE XI UNION LEAVE

Section 1. The City shall pay the following noted man hours of time in each fiscal year, to members of this Union to allow them to attend and/or prepare for labor hearings, grievances, prohibited practice meetings, local membership and executive board meetings, Police Board, Civil Service Commission and any other City/Board meeting or to permit them to meet with elected or appointed officials to discuss Union concerns. Time may also be utilized to attend conventions, educational classes and seminars or meetings with A.F.S.C.M.E. AFL-CIO, Connecticut State AFL-CIO, Connecticut Council of Police Unions No. 15, Greater Waterbury Labor Council and meetings with any other City Unions or organizations. Time necessary to meet with the Union attorney or representative of Council No. 15 may be used under this Section. The Union shall notify the Superintendent as much in advance as possible and in no event less than 24 hours in advance, except in an emergency, of such absence the names of those employees who will be attending, the duration of the absence, including the time when the employee(s) will be off duty. The man hour payment prescribed by this section shall be 1000 man hours, except that in the year of the biennial AFL-CIO convention and in any year in which the contract is expiring, the hours allowed shall be 1,200 man hours.

Section 2. Any employee elected by Union members or appointed by the Union to do business for the Union shall, upon application to the Chief/Superintendent by the Secretary of the Union, receive a leave of absence, not exceeding one year, with accrued seniority, without pay, to attend to such business. Such a leave of absence may be extended by the Chief/Superintendent, in his or her discretion, for additional periods up to two (2) years.

Section 3. The City shall pay for not more than three (3) members of the negotiating team, one of whom shall be the president, or in his or her absence his designee, for all time lost from City assignments while negotiating a labor agreement per the provisions of the Municipal Employee Relations Act.

Section 4. As long as the Union President is a Patrolman he will be assigned an administrative work week. If the President is other than a Patrolman the parties will discuss modification of this Section. The Union President shall be granted not more than 1000 hours of Union leave time. For the purposes of overtime, he shall be carried in the overtime rotating card system in his division of record and afforded overtime in the normal rotation. If the President of the Police Union is absent from work because of sickness or job-related injury for more than thirty (30) calendar days, the Union may designate another employee to be assigned to the Monday through Friday work week schedule, after at least seventy-two (72) hours written notification to the Chief/Superintendent.

**ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY**

Section 1. The City may grant Leave of Absence Without Pay to any employee, upon request, for a period not to exceed one (1) year for any one request. The decision regarding approval of such request is in the sole discretion of the City and such decision shall not be subject to the Grievance Procedure. Upon expiration of an approved Leave of Absence Without Pay, or earlier if so requested by the employee, he or she shall be reinstated in the position held at the time such leave was granted. In no case shall leave be granted for the purpose of accepting other employment or self-employment.

Section 2. An employee shall not accrue any benefits during a Leave of Absence Without Pay. During the period of such leave, an employee may continue to participate in the City's medical and dental plans pursuant to the terms and conditions of Article XXII, provided that the employee pays the full cost of the monthly COBRA premiums in advance.

Section 3. An employee must work a minimum period of six (6) months upon returning from Leave of Absence Without Pay before he or she will be permitted to take vacation time off.

**ARTICLE XIII
INJURY LEAVE**

Section 1. Each employee who is injured or disabled as a result of a service connected injury or illness which is covered under the Connecticut Workers' Compensation Act shall be placed on injury leave and shall receive injury leave pay for up to twelve (12) months from the first day of the covered injury or illness. Injury leave pay shall include both the compensation due to the employee under the Act and supplemental pay from the City, and shall equal the employee's base salary, net of state and federal taxes. If an employee returns to work on light duty not later than the end of the twelve-month (12) period, the employee's injury leave pay may continue until such time as injury leave totals eighteen (18) months from the first day of the covered illness or injury.

During the period of injury leave when an employee is not on light duty, the Chief/Superintendent may require that the employee call in to him/her or a designee either daily or on such other schedule as the Chief/Superintendent shall require. If at any time either during the period of an employee's injury leave or thereafter, the Chief/Superintendent receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Chief/Superintendent may terminate the employee from service following a pre-termination meeting with the employee and a representative of the Union at which the employee or his representative shall have the opportunity to respond to the claim that he/she is permanently unable to perform the essential functions of the position. Following such meeting, the Chief/Superintendent shall notify the employee and the Union in writing of his decision. If the decision is termination, the Chief/Superintendent

shall initiate a request for retirement for the employee and so inform the employee and the Union. Neither the termination decision nor the Chief's initiation of the request for retirement shall affect the employee's eligibility for payment under the Act. In addition, for up to sixty (60) days following the Chief's initiation of the request for retirement, the City shall continue to make supplemental payments to the employee as if the employee was still on injury leave. Neither the Chief/Superintendent's termination of an employee who is unable to perform the essential functions of his/her position, nor the unilateral filing of a request for retirement shall be subject to any appeal under the Civil Service Rules. The Union may appeal a termination to arbitration. In any such arbitration, the Union shall have the burden of proving that the Chief/Superintendent's decision was arbitrary and capricious.

If, following the twelve-month (12) injury leave, the employee is unable to return to full duty, but is still in a period of rehabilitation, the employee shall provide the Department with a medical evaluation including the physician's determination as to the extent of the injury and anticipated date of return to duty. Said employee shall continue to be eligible for compensation under the Workers' Compensation Act, but shall not receive any supplemental pay from the City; provided, however, if the employee returns to work on light duty not later than the end of the twelve-month (12) period, the employee's injury leave pay may continue until such time as injury leave totals eighteen (18) months from the first day of the covered illness or injury.

If, twenty-four (24) months after the commencement of an absence due to work related illness or injury, the employee is unable to return to full duty, the employee shall again provide the Department with a medical evaluation including the physician's determination as to the extent of the injury and anticipated date of return to duty. After receiving such evaluation, the Chief/Superintendent, in his sole discretion, may separate the employee from employment or may grant an extension of up to six (6) months if it is reasonably likely that the employee will be able to return to full duty within that time. Prior to making the decision to separate an employee or grant an extension, the Chief shall meet with the employee and a representative of the Union to discuss the circumstances. Following this meeting, the Chief/Superintendent shall notify the employee and the Union in writing of his decision. An employee's eligibility for compensation under the Act shall not be affected by the Chief/Superintendent's decision. The decision of the Chief/Superintendent shall not be subject to any appeal under the Civil Service Rules. The Union may appeal a termination to arbitration. In any such arbitration, the Union shall have the burden of proving that the Chief/Superintendent's decision was arbitrary and capricious.

Section 1(a). In the event an employee is involved in an incident resulting in serious injury to himself or serious injury or death to another, the Chief/Superintendent may order the employee to receive professional counseling as provided for in Section 2 of this Article.

In the event an employee uses lethal force resulting in serious injury or death to another, said employee shall be transferred to an administrative function for a minimum period of five (5) working days.

Section 2. Other expenses incidental to such injury, including but not limited to medical and hospital expenses, shall be paid by the City as provided by the Workers' Compensation Act of the State of Connecticut.

Section 3. If an employee, who is disabled in the line of duty, makes a claim or institutes a civil action against a third party (the alleged tort-feasor) who, the employee alleges, negligently or tortuously caused the injuries which resulted in the employee's said disability, and if the employee receives his full pay from the City during the period of such disability, then the employee agrees that the City may intervene in the employee's said civil action against the alleged tort-feasor, pursuant to the provisions of the Connecticut Workers' Compensation Act; and the employee agrees that, in the event of recovery against said third party (the alleged tort-feasor) by settlement prior to, or subsequent to, suit or by judgment or otherwise, then the City may recover, pursuant to the Connecticut Workers' Compensation Act, that portion of the monies payable to the employee during the period of said disability which the City may claim are attributable to a weekly compensation (as that phrase is used in the Connecticut Workers' Compensation Act) whether a voluntary agreement was executed between the employees and the City or not; and the employee further agrees that the City may claim reimbursement from any recovery which the employee may receive from the third party any medical, hospital, dental, permanent partial disability payments, drugs, appliances or other expenses paid by the City pursuant to the said Workers' Compensation Act.

Section 4. In the event an employee sustains an injury, resulting from a trauma, within one-half (1/2) hour prior to the time that he must report for work to commence his tour of duty, or within one-half (1/2) hour subsequent to the time of the termination of his tour of duty, and if said injury occurs (within the said time period) while the employee is going directly to the Police Station from his home or other place of employment, or is sustained subsequent to a termination of a tour of duty while an employee is going directly from the Police Station to his home or other place of employment, the said injury shall be treated by the City as if the said injury occurred during the course of the employee's tour of duty and the employee shall be eligible for benefits pursuant to the Workers' Compensation Act and Article XIII, Section 1 of this Agreement, as amended from time to time. The Chief/Superintendent of Police shall be the judge as to whether the injury occurred directly on the way to, or on the way from, the Police Station as those terms are used in the preceding sentence.

Section 5. Light Duty for Work Related Injuries:

(a) Whenever an employee suffers an injury for which workers' compensation is claimed, the Chief/Superintendent or his/her designee shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. The current job description for the position held by the employee, and any

other information concerning the essential functions of the job, will be forwarded to the employee's treating physician. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any other medical restrictions on the employee, so that the Chief/Superintendent or his/her designee can analyze whether alternative work assignments are available.

(b) The nature and duration of a temporary light duty assignment shall be determined by the Chief/Superintendent, in his/her sole discretion. Such assignment shall be in a police-related area.

(c) If there is a temporary light duty assignment available, the employee will be directed to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

(d) Employees on light duty may work overtime in their light duty assignment. Employees on light duty will not be eligible for extra duty work.

(e) As a result of taking a light duty assignment for a work related injury, no employee will lose any rights they currently have with respect to promotions under Civil Service Rules and Regulations. With respect to vacation requests, an employee on limited duty will submit his vacation request in accordance with Article VIII- Vacations of the collective bargaining agreement. Such request shall be given to the employee's normal supervisor in his regular assignment with notification given to his limited duty supervisor. Employees assigned to limited duty will not impact Article XV-Personal Days, Section 2.

(f) Employees on work related light duty will work the schedule of the unit/division to which they are temporarily assigned. Every effort will be made to accommodate employees on limited duty with respect to keeping them on the shift and work schedule they normally work. Employees cannot be involuntarily moved to different shifts but depending on specific assignments may be subject to a different work schedule (i.e. days off) if they elect to remain on their regularly assigned shift.

Section 6. Light Duty for Non-Work Related Injuries:

(a) Whenever an employee is ill or injured such that he/she is unable to perform the essential functions of the job, but is able to work on a limited basis, the Chief/Superintendent may, in his/her sole discretion, assign light duty work to the employee. The current job description for the position held by the employee, and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any other medical restrictions on the employee, so that the Chief/Superintendent can analyze whether alternative work assignments are available. Prior to denial of a light duty assignment, the Chief shall consult with the Union. However, nothing in this section shall require that the Police Department provide a light duty assignment to an employee.

(b) The nature and duration of a temporary light duty assignment shall be determined by the Chief/Superintendent, in his/her sole discretion. Such assignment shall be in a police-related area.

(c) Employees on light duty may work overtime in their light duty assignment. Employees on light duty will not be eligible for extra duty work.

**ARTICLE XIV
MILITARY LEAVE**

Section 1. The City will abide by all applicable State and Federal Laws regarding military leave.

Section 2. An employee may swap days off with himself or herself to enable him or her to attend mandatory drills. The employee's commander must be notified at least four weeks in advance of such swap by filling out a swap day slip accompanied by a notice from the employee's Military Commanding Officer listing the dates of the regularly scheduled drills.

**ARTICLE XV
PERSONAL LEAVE**

Section 1. Each employee who completes one year or more of service shall be entitled to personal days within each calendar year, subject to the demands of service of the Department as determined by the Chief/Superintendent. A personal day may not be carried over to the following calendar year. Except in an emergency situation, a request for the personal day or days shall be made by the employee to the Chief/Superintendent or his or her designee at least one (1) week prior to the date of the requested personal day. Personal days are non-cumulative. Personal day entitlement shall be as follows:

1 year through 5 years	2 days
6 years and more	3 days

Section 2. At no time shall the number of employees on vacation and/or personal leave exceed the following:

For the Patrol Division, per Platoon:

- two Lieutenants
- two Sergeants
- six Patrol Officers on A and C Platoons
- seven Patrol Officers on B Platoon

For the Criminal Investigation Bureau, per shift:

- two Sergeants if there are three assigned to the shift; one Sergeant if two are two assigned to the shift

- four Detectives

For the Vice Squad, per shift:

- one ranking officer (Sergeant or above) if two such officers are assigned to the unit
- two ranking officers (Sergeant or above) if three such officers are assigned to the unit
- up to one third of the Detectives assigned to the shift

For the Youth Division, per shift:

- up to one third of the Detective assigned to the shift

Once a personal day has been assigned to an Employee, and it has been approved, said employee may request a copy of the approved personal day slip, and such copy shall be given to the employee.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. The grievance procedure prescribed by this Article is established to seek an equitable resolution of problems that arise as a result of disputes concerning the misinterpretation, misapplication or violation of a specific provision of this Agreement. A grievance shall be defined as a dispute between the City and the Union or between an employee and the City involving an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement, or a violation of Civil Service Rules. Such grievance shall be processed in accordance with the grievance procedure steps outlined in Section 2 hereof. An employee complaint, or a complaint by the Union, concerning the demotion, suspension, fine, dismissal or other disciplinary action imposed upon an employee shall be processed in accordance with the provisions of Section 7 hereof. Notwithstanding any other provision of this Agreement, any decision by the Chief/Superintendent or the City, which by the terms of this Agreement is within the discretion or policy making role of the Chief/Superintendent or the City, shall not be subject to the grievance and arbitration provisions of this Article, unless such discretion is used illegally.

Section 1(a). No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. In the event that an employee processes a grievance without the assistance of the Union, the employee must proceed “pro se,” without alternative representation. Only the Union may represent an employee in the grievance and arbitration process set forth in this Agreement.

Section 2. Procedure.

INFORMAL DISCUSSION. Prior to filing a grievance, an employee or the Union shall discuss the issue informally with the appropriate supervisor, within fifteen (15) working days of the occurrence giving rise to the grievance. If the matter cannot be resolved

informally within this fifteen (15) work day period, the processing of a grievance, as defined in Section 1 hereof, shall be in accordance with the following steps:

STEP ONE.

An employee having a grievance shall reduce it to writing by the aggrieved or his or her representative and within fifteen (15) working days of the informal discussion with the appropriate supervisor, the written grievance shall be submitted to the Chief/Superintendent of Police. The Chief/Superintendent shall hold whatever meetings and make whatever investigations he or she feels necessary to give a written answer, within twenty (20) working days of his or her receipt of the grievance. If this answer does not resolve the problem it may be processed to Step 2.

STEP TWO.

All written complaints and answers received through Step 2 shall be submitted to the City's labor relations director within fifteen (15) working days of receipt of the written answer in Step 2. The City's labor relations director, or his designate, shall schedule whatever meetings and/or make whatever investigations necessary to determine the basis on which a written decision shall be made. The said written decision by the City's labor relations director, or his designate, shall be given within twenty (20) working days of the receipt, by the City's labor relations director's office, of the grievance in this Step 2. If this decision does not resolve the problem, then the question may be processed to Step 3.

STEP THREE.

The Union may file for arbitration, but no individual employee or group of employees may file for arbitration. A filing for arbitration shall be submitted in writing to the State Board of Mediation and Arbitration, with a copy to the Chief/Superintendent and the City's labor relations director. The filing with the State Board of Mediation and Arbitration must be made within fifteen (15) working days of the transmittal of the written decision at Step Two. The City or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same, to the American Arbitration Association or the Alternative Dispute Resolution Center. The removing party shall bear the cost of the filing and arbitrator fees.

As used in this Article XVI, the phrase "work days" shall be defined to mean Monday through Friday, exclusive of Saturdays, Sundays and holidays.

Section 3. The decision of the Arbitrator, or of the Arbitration Panel, shall be final and binding on both parties.

Section 4. The authority and the decision of the Arbitrator, or of the Arbitration Panel, shall be limited to the interpretation and application of the provisions of this Agreement. The Arbitrator or Arbitration Panel shall have no authority to add to, or subtract from, or otherwise modify this Agreement.

Section 5. The time limits specified herein for proceeding from one step to the next in the grievance procedure may be extended by mutual consent at any step in the procedure; this extension of the time limits shall not be construed to jeopardize the substantive right of either party.

Section 6. No employee shall be disciplined except for just cause. The Chief/Superintendent shall have the authority to discipline an employee, up to and including discharge without approval of the Civil Service Commission. An employee may process his or her complaint against a disciplinary action by himself or herself or by the Union, commencing the processing thereof in accordance with the grievance procedures prescribed herein at Step Two of the grievance procedure as detailed in Section 2 hereof. In the event that an employee processes a grievance without the assistance of the Union, the employee must proceed “pro se,” without alternative representation. However, nothing shall prohibit the employee from securing Union representation at any time in the processing of the grievance over the disciplinary action. The Union or the employee must file such complaint in writing within fifteen (15) working days of the effective date of disciplinary action. Only the Union may represent an employee in the grievance and arbitration process set forth in this Agreement. No individual employee or group of employees may file for arbitration.

Upon the request of an officer suspended without pay for ten (10) or more days, the Chief/Superintendent, in his/her sole discretion, may allow the officer to work through a portion of his/her suspension, and instead forfeit vacation days commensurate with the number of days actually worked during the suspension.

If an officer is suspended without pay for ten (10) or more days, the Chief/Superintendent, in his sole discretion, may have the officer serve the suspension in two or more segments, with a pay period(s) between such segments.

Section 7. Except when an employee is arrested, if an employee is demoted, suspended, discharged, or otherwise disciplined (including written warnings), the employee and the Union shall receive copies of all statements and records and police reports involved in such disciplinary action. In the event an employee is arrested for the alleged commission of a crime, then copies of the statements, etc. shall not be given to the employee until the matter is judicially disposed of, including a nolle, or until the Prosecutor (or States Attorney) gives his written consent to the release of the copies.

Section 8. In the event an employee receives a written reprimand and then receives no additional discipline within two years, the reprimand shall not be used for purposes of progressive discipline. However, the reprimand may be used to rebut an employee’s testimony on direct examination by the Union that he/she has no history of discipline.

**ARTICLE XVII
UNIFORMS, CLOTHING, AND EQUIPMENT**

Section 1. All non-uniformed investigatory personnel holding the rank of Detective or above shall be given an annual \$750 clothing allowance to be paid semi-annually in July and December of each year.

Section 1(a). The City shall pay, for the duration of this Agreement, to each employee other than the employees entitled to receive the Section 1 uniform allowance the sum of \$400.00 annually, to be paid semi-annually in July and December of each contract year.

Section 1(b). The payment of the noted sums in Section 1 and Section 1 (a) represent partial reimbursement for the cost of clothing and/or uniform cleaning and maintenance. The increase in the uniform clothing and maintenance allowance is to cover the cost of the replacement of the protective body armor and carriers and such replacement is the responsibility of the individual employee.

Section 2. The City shall reimburse any employee for lost or damaged clothing and/or his or her personal property, suffered in the performance of duty, except that there shall be no reimbursement for uniforms or other equipment, and except there shall be a \$100.00 limit on reimbursement for lost watches or jewelry. Further, there shall be a \$100.00 limit on the reimbursement of lost, non-required, personal electronic equipment such as, but not limited to, pagers, cell phones and computer equipment.

Section 2(a). Such claim for loss must be supported with reasonable proof of the loss of the value of the property claimed to be lost. An employee making a claim under this section shall sign a claim form which verifies his or her claim for loss and append the proof of loss. The form with the attached proof shall be submitted to the Chief/Superintendent's Office for processing.

Section 3. The City shall issue new recruits the following:

- a) Pistol, Ammunition, Holster, And Belt
- b) Three (3) Magazines And One (1) Double Magazine Case
- c) One (1) Expandable Baton
- d) One (1) Handcuffs, Key, And Case
- e) One (1) OC Spray And Carrier
- f) One (1) Protective Body Armor And Carrier
- g) Fluorescent Safety Vests With Reflective Safety Value As Required By Connecticut D.O.T. For Highway Use.
- h) One (1) Taser, Holster, Spare Cartridges and Cartridge Holder.

In addition, the City shall provide each recruit with a Class A uniform for graduation from POST Academy.

Section 3(a). Replacement of lost items of equipment and/or clothing will be the responsibility of the individual employee. In the event of theft, providing the employee exercised reasonable care, stolen items will be replaced by the City provided such claim is supported with reasonable proof of theft. The parties understand that it is the current practice, as modified by this Agreement, to furnish uniformed personnel who have completed their initial probationary period with:

- a) Five (5) long sleeve and five (5) short sleeve shirts with color based on rank;
- b) Two pair of summer and two pair of winter trousers annually;
- c) One summer and one winter traditional eight point hat;
- d) One three season coat;
- e) One (1) raincoat, hat, cape and boots;
- f) Three (3) snap-on dark blue Neckties;
- g) One (1) pair of white winter gloves;
- h) Fluorescent safety vests with reflective safety value as required by Connecticut D.O.T. for highway use;
- i) Handcuffs, key, and case;
- j) Pistol, Ammunition, Holster and Belt;
- k) One (1) taser, holster, spare cartridges and spare cartridge holder;
- l) Three (3) magazines and one (1) double magazine case;
- m) One (1) OC spray;
- n) Flashlight and batteries;
- o) Metal expansion Officer's Hat Band;
- p) Length of service insignia for coat sleeves (20 years and over indicated with numerical insignia, to be issued only on new-issue winter coats and three season coats);
- q) Sergeant chevrons sewn to shirt sleeves and outer garment sleeves;
- r) Shoe shine machine in prep room;
- s) Riot helmets to be readily available for distribution to all personnel required to respond to civil disturbances.

Following initial issue, items may be replaced upon application to the Quartermaster and approval by the Chief/Superintendent or his or her designee.

The above list of standard uniform items may be modified at any time by the Chief/Superintendent, in his or her sole discretion, following a consultation with the Union.

The Chief/Superintendent shall determine, in his or her sole discretion, following a consultation with the Union, what uniform items and equipment shall be issued to officers assigned to specialized units.

Replacements for all items for which no specified time is listed above shall be subject to the approval of the Chief/Superintendent of Police. In addition, on an as-needed basis, because of wear and tear incurred in the line of duty, the Chief/Superintendent may

authorize a greater number of clothing items than listed in sub-paragraph a), b), and c) hereof.

Section 4. It shall be the policy for Management to accept a designated Union member to work with it on the selection of uniforms and equipment.

Section 5. All non-uniformed investigatory personnel holding the rank of detective or above shall, on an as needed basis, because of wear and tear, receive replacement uniforms.

ARTICLE XVIII PRESERVATION OF MANAGEMENT AND EMPLOYEE RIGHTS

Section 1. Except where limited by a specific provision of this Agreement, the City retains, the right to set Department policy, goals and objectives and to plan, direct and control Department operations and personnel, including, but not limited to, the right to hire, assign, transfer, evaluate, discipline and/or discharge employees. More specifically, it is understood that the City reserves the right to move and assign employees to meet needs of the Department and the community, including the right to transfer personnel and make work assignments. In managing Department operations and personnel, the City may establish, implement and enforce, department regulations and policies; set and control staffing, including the right to determine the appropriate rank for various assignments or positions; schedule work assignments and assign officers to needed training. Further, except where limited by a specific provision of this Agreement, the City reserves the lawful and customary rights, powers and prerogatives of public management, including but not necessarily limited to the following rights:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- b. To establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any.
- c. To discontinue processes or operations.
- d. To select and determine the number and types of employees required to perform the City's operations.
- e. 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, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Chief/Superintendent shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain with the Union over the impact, if any, of the Chief/Superintendent's decision.
- f. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, are performed by employees.

- g. To create job specifications and to revise existing job specifications as deemed necessary.

The City shall have the right, without limitation, to determine what department and what employees of the City, if any, shall be designated as “First Responder.” In the event that the City decides to remove First Responder duties from police officers, the City shall give written notice to the Union and the City shall negotiate with the Union over the impact, if any, of its decision. If the City decides to remove First Responder duties from the Police Department, the City shall not lay off any employee as a result of that decision.

The City shall have the right, without limitation, to transfer work that may be performed by civilians from bargaining unit employees to civilian employees or subcontractors in the following areas: communications center/dispatching, records, meter work, animal control, forensic laboratory, property and evidence, quartermaster, and traffic signal maintenance. If the City intends to transfer work to civilians, the City shall give written notice to the Union and the City shall negotiate with the Union over the impact, if any, of its decision. Further, if this work is transferred to employees in other City bargaining units, the City shall retain the right to use police officers in light duty or relief work in the civilian positions.

Section 2. No employee shall engage in any ongoing activity of a volunteer emergency nature which is known to have caused heart and hypertension problems as covered under Sections 7-314a 7-433c of the Connecticut General Statutes. No employee shall engage in any ongoing activities of a paid or career emergency nature which are known to have caused heart and hypertension problems as covered under Sections 7-314a and 7-433c of the Connecticut General Statutes, without the prior agreement of the two (2) municipalities involved. This provision shall not reduce the benefits to the Waterbury Police Department employee. This provision shall not apply to any activity in the employ of the City of Waterbury. The City shall provide forms for all new hires to indicate their compliance with this provision.

Section 3(a). No Department member shall be required to take a polygraph examination.

Section 3(b). Upon request of an employee, a Union Executive Board Member shall be present when such employee is questioned by the Superintendent, or any investigating authority, providing such questioning may result in disciplinary action.

Section 3(c). In the event any civil action for damages is brought against an employee hereunder individually, and the City is not made a party to any such action, the City, through the Corporation Counsel's office, reserves the right to appear for, and defend, the said employee (hereinafter called the defendant). If the City's Corporation Counsel's office does not appear for the defendant, then the City will pay reasonable attorney's fees (as per the then-current minimum fee schedule of the Waterbury Bar Association) for an attorney selected by the defendant to represent him. If the defendant hereunder is found liable and a judgment for damages is rendered against him, the City obligates itself to pay such damages and reasonable counsel fees for the defendant, as aforesaid, providing the

defendant's liability results from action of the defendant arising out of and in the course of his employment as an employee hereunder, and further providing that such judgment against the defendant is not based upon a finding that there was wanton or willful action of the employee. If such a civil action is settled prior to judgment, which settlement obliges the employee to pay money damages, then the City shall pay the amount of the settlement and reasonable attorney's fees (as aforesaid) for the defendant's attorney (if the Corporation Counsel's office has not appeared for the defendant) provided, however, that the amount and terms of the settlement have been approved, in advance, in writing, by the Corporation Counsel. Nothing in this section shall limit the provisions of Connecticut General Statutes, Section 7-101 a.

Section 3(d). When an employee hereunder is charged with the commission of a crime, the matter shall be handled as provided in the Police Department Duty Manual, Chapter 102, Article 2, Section 2.4. The employee shall not be suspended without pay solely on the basis of an arrest or criminal charge.

Section 3(e). Any Civil Service Rule and Regulation or Charter provision to the contrary notwithstanding, an employee, as that term is defined in Article I hereof, may reside anywhere in Connecticut.

Section 3(f). Within sixty (60) days of the date of the execution of this Agreement, the City shall provide each employee, and to each new employee when hired, a copy of this Agreement and in addition, shall supply the Union President with at least fifty (50) copies of this Agreement.

Section 3(g). In the event the Chief/Superintendent decides to conduct disciplinary hearings it is agreed that the individual involved will be invited to attend at his own expense. Any other personnel who are specifically requested by the Chief/Superintendent to attend the hearing will be compensated at their normal rate of pay.

Section 3(h). As used in this Section, the term "derogatory material" shall mean written material concerning an employee which asserts that the employee's work, appearance, or attitude is less than professional. When any derogatory material is received and placed into the employee's personnel file by the Superintendent, the affected employee or employees shall be shown said material and have the opportunity to receive a copy of such material.

At any time, an employee may file a written rebuttal to such derogatory material and such written rebuttal shall be placed in the employee's personnel or complaint file.

Section 4 (a). When there is a vacancy in a promotional position (a classification in the Police Department in a salary range above the rank of Patrolman) for which the Police Department budget includes funding, said vacancy is to be filled from an eligibility list for the classification in existence at the time such vacancy occurred. The Superintendent of Police, no later than seven (7) days after the date of the decision to fill the vacancy, shall request the Personnel Director to certify the eligibility list, and within seven (7)

days after such request is made, the Personnel Director shall so certify. The Chief/Superintendent, no later than thirty (30) days after the date on which such certification is made, shall appoint one of those eligible to fill such vacancy. The eligibility list in existence at the time this vacancy occurred shall be deemed not to have expired until the appointment to such vacancy has been made.

Section 4 (b). Whenever a vacancy in a promotional position, as determined by the City, is to be filled and there is no appropriate eligibility list in existence, the Personnel Director, within one hundred twenty (120) days of the date of the decision to fill such vacancy, shall conduct a competitive examination. Pending completion of the examination and appointment process for a promotional vacancy, the number of filled positions in the rank or classification involved may fall below the minimum number for said rank or classification listed in the Charter and General Ordinance for the City of Waterbury.

Section 4 (c). All examinations, rating of candidates, establishment of eligibility lists and appointments to promotional vacancies within the Police Department from such lists shall be conducted in accordance with the City's current Civil Service Ordinance and any Civil Service Rules and Regulations which may be adopted pursuant thereto. All appointments on and after July 1, 2005 shall be in accordance with the "Rule of Three" as provided in the Civil Service Ordinance. The sole exception to this provision is that the Detective list in existence prior to July 1, 2005 shall remain subject to the "Rule of One."

ARTICLE XIX UNION ACTIVITIES

Section 1. The Union shall notify the Personnel Director and the Board of Aldermen in writing of the names of all Union Officers and Platoon Representatives.

Section 2. Union activities required to administer this Agreement shall be carried on with the approval of the Chief/Superintendent in such a manner as not to interfere with Department activities.

Section 3. The City shall designate a location for one bulletin board on the premises of the Police Department in the prep room for the purpose of posting notices concerning Union business and activities. This shall be an enclosed bulletin board with a lock and shall be furnished and controlled by the Union.

Section 4. The City shall furnish the Union with copies of all orders and memoranda of the Chief/Superintendent, and the Deputy Chief/Superintendent, pertaining to work assignments of employees or of suggested disciplinary action or actual disciplinary action against an employee.

**ARTICLE XX
NO STRIKE OR LOCKOUT**

Section 1. During the life of this Agreement, there shall be no strikes, slowdowns, suspension or stoppage of work in any part of the City's operations by any employee or employees and there shall not be any lockout by the City in any part of its operations. There shall be no picketing or leafleting in uniform.

**ARTICLE XXI
WAGES**

The following rates for the positions set forth shall be applicable weekly on the effective date listed:

POSITION	7/01/05	7/01/06	7/1/07	7/1/08
PATROLMAN E	845	862	879	897
PATROLMAN D	949	968	987	1007
PATROLMAN C	987	1007	1027	1048
PATROLMAN B	1026	1047	1068	1089
PATROLMAN A	1068	1089	1111	1133
DETECTIVE	1126	1149	1172	1195
SERGEANT	1199	1223	1247	1272
LIEUTENANT	1305	1331	1358	1385
CAPTAIN	1420	1448	1477	1507

The City and the Union will negotiate wages for the position of Assistant Deputy Chief upon completion of the job description for that position.

Section 2. New patrolmen shall be hired at the "E" Step. Patrolmen below the maximum pay will advance to the next step on the basis of their anniversary date of starting employment as follows:

After one (1) year of completed service, the patrolman will advance to Step D, after two (2) years of completed service will advance to Step C, after three (3) years of completed service will advance to Step B, and after four (4) years of completed service will advance to Step A.

Section 3. When an employee performs, with the authorization of the Chief/ Superintendent or his or her designee, a substantial portion of the duties of a higher classification for a day, or a major portion thereof, he or she shall receive a normal day's pay for the higher classification.

Section 4. Meal allowances at the rate of four dollars (\$4.00) per meal shall be provided for those employees required to work beyond their normal scheduled work hours, when ordered to do so by the Chief/Superintendent in an emergency situation. The negative definition of "emergency" as utilized in Article IV, Section 4 (a) hereof, shall apply to

this situation. The payment of meal allowances shall be made only when such emergency overtime work requires the employee to work more than three and one-half (3-1/2) hours beyond the scheduled termination time of his scheduled shift. The City shall not be required to pay this meal allowance when meals or sandwiches and coffee for the employees have been otherwise provided.

Section 5. The City shall reimburse, upon the passing of the course with a grade of C or better, seventy-five percent (75%) of the tuition and laboratory fees per course paid by the employee for those employees enrolled in Law Enforcement courses at the college level while attending a State of Connecticut supported Community College or Technical College or State supported college or university. As to those employees who enroll in said College Level Law Enforcement Courses in a private school they will be reimbursed only to the extent of seventy-five percent (75%) of the cost of a state supported school. The City shall make the reimbursement payment, prescribed herein to the employee upon the employee presenting to the office of the Police Department Quartermaster the proof of successful passage of the course, with a grade of C or better, and a receipt from the college indicating the tuition and/or laboratory fees cost of the course and the amount thereof paid by the employee.

Section 6. The following dollar amounts shall be added to the annual base salary of each employee who holds the following degrees in, or has satisfactorily completed the following course credits in, Police Science or Police Administration, or an allied program of study in the Law Enforcement field from an accredited college or university:

Master's Degree in Police Science or Police Administration, etc.	\$800.00
Bachelor's Degree in Police Science or Police Administration, etc.	\$600.00
Ninety (90) Course Credits in Police Science or Police Administration, etc.	\$400.00
Sixty (60) Course Credits in Police Science or Police Administration, etc.	\$300.00
Thirty (30) Course Credits in Police Science or Police Administration, etc.	\$200.00
Twenty (20) Course Credits in Police Science or Police Administration, etc.	\$100.00

Any employee who is enrolled in a Police Science or Police Administration or an allied program of study in the Law Enforcement field from an accredited college or university whose academic year is based upon a quarter-semester, rather than a tri-semester, program shall be entitled to the dollar amounts prescribed by the preceding paragraph

upon the satisfactory completion of a number of quarter-semester hours which is 3/2's (1.5 times) the number of tri-semester course credits enumerated in the preceding paragraph.

Section 6(a). Any employee who obtains the degrees or satisfactorily completes, the course credits in the police science or police administration, or in an allied program in which he or she is enrolled in the law enforcement field, shall receive the dollar amounts prescribed in Section 6 hereof, which dollar amounts (applicable to Section 6, supra, and this Section (a)) shall be payable to the employee in one lump sum on the first pay day in December so long as he remains a member of the bargaining unit and which payments shall be made in the December of the year subsequent to the year during which the employee attains or has attained the noted course credits or degrees.

Section 6(b). If an employee is required by the Chief/Superintendent, and is so assigned, to attend a school or educational program outside the City of Waterbury where the employee is required to stay overnight by reason of the regulations of the school, program, or of the distance involved, the employee shall receive, in addition to his or her regular base pay, reimbursement for reasonable travel and living expenses incurred by the employee in attending said school or educational program.

Section 7. The use of City owned vehicles for commuting to and from home should be limited to employees in those duty assignments who have responsibility for on going and recurring time critical emergency response, as determined by the Chief/Superintendent, in his sole discretion. The vehicle is to be used only for commuting to and from home and not for any other personal use unless specifically authorized by the Chief/Superintendent. Such vehicle use shall be determined by the requirement of duty assignment and not considered as part of the compensation package for and rank or individual employee.

ARTICLE XXII INSURANCE

Section 1. Health Insurance Plans. Prior to January 1, 2006, the current medical, prescription and dental plans shall remain in effect. Effective January 1, 2006, the City shall provide the insurance program described as follows:

- a. Medical Plans. Each employee shall have the option to enroll in one of the following medical insurance plans:
 1. The Century Preferred Managed Care Program with the following co-payments:
 - \$20 for all office visits
 - \$75 for emergency room/urgent care
 - \$100 for outpatient surgery
 - \$200 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

2. The Blue Care POS Plan with the following co-payments:

- \$20 for all office visits
- \$75 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers. For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

3. The Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:

- \$10 for office visits; \$20 for visit to a specialist
- \$50 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

Prior authorization is required for certain services.

There is an unlimited lifetime maximum benefit for in-network providers.

b. Prescription Drug Benefits.

1. Employees who enroll in the Century Preferred Managed Care Program or the Blue Care POS Plan shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$20 for listed brand name drugs, and \$30 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Anthem allowance. The annual maximum benefit is \$1,000.00.

2. Employees who enroll in Blue Care POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs, and \$15 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30 day supply. The annual maximum benefit is \$1,000.00.

c. Dental Plan.

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider). The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
- A calendar year maximum of \$1,000 per participant.

Section 2. Premium Cost Sharing. Employee premium cost sharing shall be by payroll deduction and shall be as follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and the eligible dependents of the employee:

Current Plan (pre 1/1/06) and Century Preferred	20%
Blue Care POS	12.5%
Blue Care POE	5%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent.

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent.

d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:

- (1) a flexible spending account, with a five thousand dollar (\$5,000) per year limit on medical expense reimbursements; and/or
- (2) a dependent care assistance plan with a five thousand dollar (\$5,000) per year limit.

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

Section 3. The City shall provide, without charge to the employee, life insurance in the face amount of the employee's annual base salary (that is Article XXI wages on an annualized basis) rounded up to the next \$ 1,000. An individual employee may purchase additional life insurance up to his annual salary at his own expense.

Section 4. Change of Carrier or Administrator of Plan(s). The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2005. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 5. The City agrees to the Union instituting and maintaining a voluntary Sickness and Accident Plan and/or a voluntary Annuity, I.R.A. or similar retirement enhancement

plan or program. It is understood that the City will not be obliged for any portion of the cost or premiums involved in such plans or programs.

Section 6. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provision of such policies.

Section 7. Retiree Medical Insurance.

Any employee who is eligible for a service retirement on or before June 30, 2005, and who retires with a service retirement in accordance with either of the “window” provisions of Article XXIII, Section 2, subsection 1, shall have the right to remain in the group health insurance plan in which he/she was enrolled prior to retirement, subject only to such future changes as may be permitted by law, at no premium cost to the retiree. At age 65, the retiree must enroll in both Medicare A and B, and the City shall annually reimburse said retiree for the cost of Medicare B in accordance with the practice in effect prior to this 2005-2009 Agreement. The City will provide such retiree with a Medicare supplement plan for the retiree and eligible spouse, at no cost to the retiree. The requirement for twelve (12) months of service shall be waived for an employee injured on the job and forced to leave employment prior to completion of the twelve (12) months.

For all employees not covered by the above, the following shall apply:

Those employees who are participating in the City’s medical insurance plan at the time of retirement, and who retire with a full normal retirement, and who are not eligible for Medicare at the time of retirement, shall be eligible to participate in such medical insurance plan which the City provides to active bargaining unit employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for such active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.

During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time; provided, however, that the amount of premium cost sharing for an employee who was vested in the pension plan as of June 30, 2005 shall be capped at the dollar amount the employee paid in his/her last year of employment prior to retirement.

A retiree who has attained the age of 65 years and has been participating in the City’s medical plan prior to that time per the provisions of this Article, and who is eligible for Medicare, must enroll in both Medicare A and B and shall be responsible for any premiums for Medicare A and B. The City will provide such retiree with a Medicare supplement plan for the retiree and eligible spouse, at no cost to the retiree.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouse, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 8. For the purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

Section 9. The City shall continue to provide an Employee Assistance Program.

ARTICLE XXIII PENSION

Section 1. Employees shall be entitled to retirement and survivor benefits pursuant to the terms and conditions of the ordinance entitled Final Amended Ordinance Regarding the Pension and Retirement System, Part II: Pensions and Retirement Provisions, and passed by the Board of Aldermen on November 10, 2003, (the “Pension Ordinance”) with the modifications provided herein.

The provisions of the Pension Ordinance notwithstanding, all employees covered by this Agreement shall not suffer any reduction in their accrued benefits as of June 30, 2005.

Section 2. The provisions of the Pension Ordinance notwithstanding, the following shall apply to employees covered by this Agreement. Unless expressly stated to the contrary, the provisions of the Pension Ordinance shall apply.

1. Employees Eligible to Retire as of June 30, 2005.
 - a. **Sixty-Day Window.**
 - (i) Any employee who is eligible for a service retirement on or before June 30, 2005, may elect to retire not later than sixty (60) days following final approval of this Agreement by the Waterbury Financial Planning and Assistance Board. Such employee shall have his/her retirement benefit calculated on the same basis as it would have been calculated under Article XXIII of the 2000-2005 collective bargaining agreement. Said retiree’s survivor benefit shall also be determined on the same basis as it would have been under Article XXIII of the 2000-2005 collective bargaining agreement.
 - (ii) Any employee who is eligible for a service retirement on or before June 30, 2005, and who retires with a service retirement not later than

sixty (60) days following final approval of this Agreement by the Waterbury Financial Planning and Assistance Board shall have the option to convert his/her unused sick leave to a maximum of three (3) years of credited service for the purpose of calculating his/her pension, on the basis of forty (40) days of sick leave for each year of service purchased, provided such conversion is done prior to the end of the sixty-day window. This conversion of sick leave shall not result in an employee exceeding the maximum of thirty (30) years of credited service.

b. Additional Window.

(i) Any employee who is eligible for a service retirement on or before June 30, 2005, who remains an active employee for at least twelve (12) months thereafter, and who retires with a service retirement on or prior to May 1, 2008, shall have his/her retirement benefit calculated on the same basis as it would have been calculated under Article XXIII of the 2000-2005 collective bargaining agreement. Said retiree's survivor benefit shall also be determined on the same basis as it would have been under Article XXIII of the 2000-2005 collective bargaining agreement. The requirement that an employee remain employed for twelve (12) months shall be waived if the employee is injured on the job causing the employee to leave his or her employment earlier or becomes disabled causing the employee to leave his or her employment earlier.

(ii) Any employee who is eligible for a service retirement on or before June 30, 2005, and who states his/her intention to remain an active employee for at least twelve (12) months thereafter, and who retires with a service retirement on or prior to May 1, 2008, shall have the option to convert his/her unused sick leave to a maximum of three (3) years of credited service for the purpose of calculating his/her pension, on the basis of forty (40) days of sick leave for each year of service purchased, provided such conversion is done not later than sixty (60) days following final approval of this Agreement by the Waterbury Financial Planning and Assistance Board. This conversion of sick leave shall not result in an employee exceeding the maximum of thirty (30) years of credited service.

2. Employees Vested as of June 30, 2005.

Any employee who has attained ten (10) or more years of service and is therefore vested in the pension plan as on or before June 30, 2005, shall have his/her retirement benefit calculated on the basis of 2.5 percent per year of credited service. Such employee shall be eligible for normal retirement after twenty (20) years of service, regardless of age.

3. Employees Hired On or Before But Not Vested as of June 30, 2005.

Any employee who was employed as of June 30, 2005, but had not attained vested rights in the pension plan as of June 30, 2005, shall be eligible for normal retirement after twenty five (25) years of service, regardless of age. For years of credited service prior to July 1, 2005, the employee's retirement benefit shall be 2.5 percent per year of credited service and thereafter it shall be in accordance with the Pension Ordinance.

**ARTICLE XXIV
CCC STAFFING AGREEMENT**

There shall be a minimum staff of two (2) Patrolmen and two (2) civilian complaint takers in addition to one (1) supervisor on duty at all times in the Communications Control Center (communications). Absences and vacancies occurring for any reason, including but not limited to sickness, holidays, vacations, and unfilled positions, shall be filled pursuant to the procedures set forth below. Further, when supervisory work is being performed by an officer below the rank of the Lieutenant regularly assigned to the CCC, then the Lieutenant's duties which are outside the scope of those performed by Sergeants shall not be performed. A supervisor shall not ordinarily be required to perform the duties of a subordinate.

When there are a Lieutenant and a Sergeant assigned and the Sergeant is absent for any reason then a Sergeant need not be hired.

Section 1. Supervisors

Whenever a vacancy occurs in the supervisory position in the CCC, and the position is not filled in accordance with Article IV, Section 3 [paragraph 59], the position will be filled as follows:

- a. A qualified Patrol Sergeant who is available may be reassigned.
- b. If there is no Patrol Sergeant reassigned, Sergeants regularly assigned to the CCC, shall first be offered the opportunity to work.
- c. Qualified Patrol Sergeants from outside the CCC staff shall be offered overtime from the rotating card file.
- d. If there are no qualified Patrol Sergeants who accept the overtime, then a qualified Patrol Sergeant from outside the CCC staff shall be assigned by the Patrol Commander.
- e. If there are no qualified Sergeants available to achieve the minimum staffing level, the senior regularly assigned Patrolman shall be assigned as acting Sergeant and be paid commensurably.
- f. It should be noted that in regard to the rank of Sergeant, training will be offered annually by the Chief/Superintendent, with those volunteering being offered the training opportunity by seniority up to the number needed as determined by the Chief/Superintendent.

Section 2. CCC Patrolmen

In the event there is, for any reason, only one (1) Patrolman regularly scheduled to work any shift, the other position shall be filled as follows:

- a. A qualified Patrolman who is available may be reassigned to the CCC.
- b. If there is no qualified Patrolman who can be reassigned, patrolmen from among the regular CCC staff will be offered the opportunity to work in order to achieve the staffing level set above.
- c. If no Patrolman from among the regular CCC staff is willing or available to work, qualified Patrolmen then from the Patrol Division, working outside the CCC staff shall be offered overtime from the rotating card file.
- d. If there are no experienced qualified Patrolmen willing to work who accept the overtime, then an experienced a qualified Patrolman from outside the CCC staff shall be assigned by the Patrol Commander and his position shall be filled in accordance with the contractual overtime hiring procedures.
- e. If, after exhaustion of the procedures set forth above, there are no qualified Patrolmen who are willing or available to work in order to achieve the staffing level set forth above, then a Patrolman from outside the CCC shall be assigned to the CCC and his position shall be filled in accordance with the contractual overtime hiring procedures. The Patrol Commander may order in the least senior qualified Patrolman to work.

Nothing herein shall be construed to require minimum staffing levels in any division of the Department except as stated with respect to the CCC. Further, nothing stated in this agreement shall be construed to impose upon the City any obligation to train officers to work in the CCC.

Section 3. Limited (Light) Duty and Inside Duty Personnel

An officer who is on light duty and assigned to the CCC shall count toward the minimum staffing provided they are capable of performing the duties of the CCC position.

Inside duty personnel assigned by the Chief/Superintendent to a temporary administrative function in the CCC are not considered limited (light) duty personnel. Such personnel are counted in the minimum staffing level of the Communications Control Center provided they are capable of performing the duties of the CCC position. Such personnel shall not be entitled to overtime

Section 4. Civilian Complaint Takers

In the event there is, for any reason, only one (1) civilian complaint taker regularly scheduled for duty on any shift, the second position shall be filled as follows:

- a. A qualified Patrolman who is available may be reassigned to the CCC.

- b. Civilian complaint takers shall first be offered the opportunity to work in order to achieve the staffing level set forth above. However,, when the absence is due to the fact that less than six (6) civilian complaint taker positions are filled, then the staffing level shall be achieved by alternating the offer of work between civilian complaint takers and Patrolmen in a manner consistent with the procedures set forth herein. Once the staffing of civilian complaint takers has reached six (6), the agreement to alternate shall become null and void regardless of subsequent vacancies which may arise and vacancies due to absences and other reasons shall be filled by first offering the work to other civilian complaint takers.
- c. In the event no civilian complaint taker is willing or available to work then qualified Patrolmen shall be offered overtime from the rotating card file.

Section 5. The provisions of this Article are subject to modification in the event that some or all of the work of the CCC is transferred to civilians.

ARTICLE XXIV OTHER PROVISIONS

All employees shall be subject to testing for substance abuse, in accordance with the provisions of Appendix B of this Agreement.

Any employee who is taking prescription medication which may interfere with the effective performance of any of the employee’s duties shall disclose such to the Chief/Superintendent, together with information concerning the effect of the prescription medication. The Chief/Superintendent may require that said employee be examined by a physician approved by the City to determine the employee’s fitness for duty.

The Department may periodically conduct performance evaluations of all employees who have completed the probationary period. In the event that an employee receives an overall rating of “needs improvement” on his or her evaluation, the employee shall have the right to discuss and explain his or her evaluation with the Chief/Superintendent. Performance evaluations shall not be subject to the grievance and arbitration provisions of this Agreement.

As a condition of employment, all employees shall maintain valid motor vehicle operating licenses at all times and shall be subject to annual motor vehicle background checks.

ARTICLE XXV ENTIRE AGREEMENT

Section 1. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

Section 2. Savings Clause. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unconstitutional or illegal, or becomes illegal to a change in federal or state law or regulations, only that provision shall become null and void and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXVI DURATION

Section 1. This Agreement shall be effective as of July 1, 2005, and shall remain in effect through June 30, 2009.

Section 2. This Agreement shall be automatically renewed for successive twelve (12) month periods unless either party notifies the other in writing not prior to December 1, 2008, nor later than January 1, 2009 (or the December 1st - January 1st of any succeeding year) that it desires to renegotiate changes in the Agreement. Upon receipt of such notification, the parties shall arrange mutually convenient meetings for the purpose of negotiating a new Agreement. In the event one or both of the parties has given notification of its or their desire to negotiate a new Agreement, within the time limits prescribed herein, and no new Agreement has been reached on the date this Agreement expires, then this Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

CITY OF WATERBURY POLICE DEPARTMENT
MEDICAL CERTIFICATE

Dates of Absence: _____

THE FOLLOWING IS TO BE COMPLETED BY THE PHYSICIAN:

Date on which you examined the employee for purpose of preparing this report

After examining the employee, please answer the following questions:

During this period was the employee unable to perform:

All of the duties of his/her position? Yes No

Some of the duties of his/her position? Yes No

If some, describe the restrictions: _____

Date when the employee is able to return to full duty: _____

Is the cause of the employee's absence for the period above an ongoing condition that will affect the employee's ability to maintain regular attendance or to perform the essential functions of his/her position on a continuing ongoing basis?

Yes No

If yes, please explain to what extent: _____

Physician's Signature

Date Signed

APPENDIX B SUBSTANCE ABUSE TESTING

Section 1. Basis for Testing. Administration of screening tests to detect the presence of drugs or alcohol shall occur as follows:

- a) Testing shall be done for each employee at least once every 24 months, except that officers in the Narcotics Unit, Intelligence Unit, Vice Unit and Gang Task Force shall be subject to annual testing.
- b) In addition to the above, all employees shall be subject to random testing as defined herein.
- c) Testing shall be performed upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

In addition, testing may be performed in the event that an employee is involved in a motor vehicle accident on duty, which results in personal injury.

Selection for random testing shall be done with a computer-based random number generator that is matched to an employee's identification number. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when random tests will be conducted and all employees have an equal chance of being selected for testing from the random pools each time random tests are conducted. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. The Chief/Superintendent shall provide information to the Union which will enable the Union to verify that all employees who are working, and are not on extended leave, are in the pool for random testing.

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

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

Section 2. Testing Procedures.

All testing shall be administered during an employee's regular work hours.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a confirming test. Testing for drugs shall be by urine testing.

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

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

Section 4. Rehabilitation. The opportunity for rehabilitation (rather than discipline) may be granted once for any employee who is not involved in any drug/alcohol related misconduct and either:

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

Rehabilitation shall be offered through the City's Employee Assistance Program.

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

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

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

Section 6. Testing Facility. The Chief/Superintendent shall consult with the Union prior to selecting a facility to administer drug and alcohol tests and shall take into consideration the Union's concerns with respect to the procedures followed by such facility.