

***AGREEMENT  
BETWEEN***

***THE CITY OF NEW LONDON, CONNECTICUT***

***AND***

***POLICE UNION, LOCAL 724, COUNCIL #15  
AFSCME, AFL-CIO***

***EFFECTIVE JULY 1, 2007  
TO  
JUNE 30, 2011***



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## **PREAMBLE**

This Agreement entered into by and between the City of New London, Connecticut (hereinafter referred to as "the City"), and New London Police Local #724, affiliated with Council #15, American Federation of State, County and Municipal Employees, AFI -CIO (hereinafter referred to as "the Union"), has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I** **RECOGNITION**

1.1 The City recognizes New London Police Union, Local 724, Council #15, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for employees in the bargaining unit for the purpose of collective bargaining under the provisions of the Municipal Employee Relations Act. The Union recognizes the City Manager and/or his designated representative or representatives as the sole and exclusive representative of the City of New London, Connecticut, for the purpose of collective bargaining.

## **ARTICLE II** **DEFINITION OF PERSONNEL**

2.1 The term employee as used in this Agreement shall mean a full time permanent employee who has completed successfully his/her probationary period.

2.2 Probationary period as used in this Agreement shall mean such time commencing with the date a police officer is appointed officially to a full-time position in the department until six (6) months after he/she has completed successfully his/her training at the Municipal Police Academy, but in no event to exceed more than eighteen (18) months from the date of appointment as a regular police officer.

2.3 A probationary employee shall have the rights and shall be eligible for and shall accumulate the fringe benefits available in this Agreement to other employees, except when it is specified otherwise in this Agreement, provided, however, the City shall have the right to discharge such probationary employee for failure to meet the standards of the department.

## **ARTICLE III** **THE BARGAINING UNIT**

3.1 The bargaining unit that the Union shall represent shall consist of employees in the police department, as defined in Article II of this Agreement, whose position classifications are as follows: Police Captain, Police Lieutenant; Police Detective Sergeant; Police Sergeant; Police Detective; Police Corporal; Police Officer (including Master Police Officers) and Special Constables with full POST certification designated as Auxiliary Police.

3.2 Except as provided for in Section 1 of this article, all part-time, seasonal and temporary employees are excluded from the bargaining unit and the provisions of this Agreement.

3.3 The Union agrees that parking enforcement duties are not exclusively bargaining unit work and that the City of New London may hire non-bargaining unit employees to perform this function.

#### **ARTICLE IV** **UNION SECURITY**

4.1 As a condition of employment, all employees included in the bargaining unit as defined in Article III of this Agreement shall become a member of the Union, or pay to the Union a service fee. Said service fee shall be equal to the proportion of Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

4.2 A probationary employee may voluntarily join the Union during his/her probationary period, if he/she so desires.

#### **ARTICLE V** **UNION DUES DEDUCTION**

5.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

5.2 The obligation of the City for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized, by written authorization signed by the officers of the Union and filed with the Director of Finance, to receive such amounts from the City. The deduction for any month shall be made during the second payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth day of the following month.

5.3 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the City for the purpose of complying with the provisions of this article.

5.4 Where an employee has been suspended, furloughed or discharged and subsequently returns to work with full or partial back pay or has been reclassified retroactively, the employer shall, in the manner outlined in Section 5.1 above, deduct the union membership dues that are due and owing for the period during which the employee received back pay.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The provisions of this Agreement shall be applied equally to members of the bargaining unit except where otherwise provided in this Agreement without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

7.1 Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following: determine the standards of selections for employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Council of the City of New London and the City Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, provided that the matter of exercise of such rights may be subject to the grievance and arbitration procedure of this Agreement.

**ARTICLE VIII**  
**NO STRIKE - NO LOCKOUT**

8.1 The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any action against the City that would impede the proper functioning of the City government, or the police department, at any time. The City agrees that it will not lock out any employees at any time.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

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

9.2 The City and the Union shall recognize and adhere to all provisions of laws, ordinance, the police manual and personnel rules and regulations not otherwise superseded by the terms of this Agreement.

9.3 A grievance may result from a complaint concerning the discharge, suspension, demotion or other discipline of an employee, which shall be for just cause, or a conflict resulting from the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement. Such grievances shall be settled in the following manner:

Step 1: The aggrieved employee, who may be represented by a Union representative, shall present the grievance orally to the Chief or Police or the Deputy Chief of Police within fifteen (15) working days of its occurrence. The Chief or the Deputy Chief will attempt to resolve the grievance or dispute within fifteen (15) working days of receipt of the filing.

a. In the event that the processing of a step 1 grievance is not assigned to a Captain pursuant to this agreement, it may be waived upon mutual agreement of the parties.

Step 2: If unresolved at Step 1, the aggrieved employee, who may be represented by a Union representative, shall present the grievance or dispute in writing to the Chief of Police within fifteen (15) working days of the receipt of the response at Step 1. The written grievance shall include:

- a. a statement of the grievance and the facts involved;
- b. the specific article and/or section of the Agreement alleged to have been violated;
- c. the remedy requested.

The Chief of Police shall render his decision in writing, within fifteen (15) working days of the date the grievance was submitted to him.

Step 3: If the grievance has not been settled, it shall be presented in writing to the City Manager within fifteen (15) working days after the decision of the Chief of Police is received. If he so determines, the City Manager shall meet with the interested parties no later than fifteen (15) working days after the receipt of the grievance and in any case shall render his decision in writing within fifteen (15) working days of receipt of the grievance.

Step 4: If the Union is not satisfied with the decision rendered in Step 3, it shall notify the City Manager within fifteen (15) working days after receipt of the decision that it intends to submit the grievance to arbitration. The party requesting arbitration shall, however, first seek mediation with the State Board of Mediation and Arbitration. Notwithstanding the above, either party may proceed directly to arbitration on all discipline cases which directly result in loss of pay to an employee. If mediation fails to produce a resolution of the grievance or no mediation is required under the contract, the party requesting arbitration shall, within fifteen (15) working days of the mediation session or receipt of the City Manager's decision, as applicable, file for arbitration with the State Board of Mediation and Arbitration which shall act on such request in accordance with its rules and procedures. The arbitrator(s) shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

- a. In Steps 1, 2, 3 and 4 above, the working days shall not include Saturdays, Sundays and days on which City Hall is closed for holiday observances.

9.4 Unless the parties mutually agree in writing to extend the time limits specified in this Article, the Union shall have the right to proceed to the next step of the grievance procedure at the conclusion of the period specified for the employer response.

9.5 Nothing in this article is intended to prohibit the City from processing a grievance through the grievance procedure up to, and including, arbitration.

9.6 The decision of the arbitrator(s) shall be final and binding on the parties as provided by the Connecticut General Statutes. The expense for the arbitrator's services and proceedings shall be borne equally by the City and the Union.

## **ARTICLE X** **SENIORITY**

10.1 Seniority shall commence from the date an employee is officially appointed to the department subject to the provisions of Section 2 of this article.

10.2 A probationary employee shall have no seniority, but upon the completion of his/her probationary period as defined in Section 2 of Article II, Definition of Personnel, his/her name shall be added to the seniority list from the date of his/her official appointment.

10.3 An employee's seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension, or any authorized leave of absence, or any call to military service for the duration.

10.4 In the event of a reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority. Recall rights shall be waived by any employee who fails to report for work within thirty (30) days after the City has sent notice of recall to his/her last address appearing on departmental records, with a copy to his/her Union by registered mail.

10.5 If an employee resigns voluntarily, or is discharged for just cause, he/she shall lose his/her seniority.

10.6 During the term of this Agreement, the City shall furnish the Union a current seniority list of the bargaining unit.

## **ARTICLE XI** **HOURS OF WORK**

11.1 The regular workweek shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive workdays per week, with two (2) consecutive days off at the end of each such forty (40) hour workweek. A work period shall consist of four (4) consecutive workweeks. This department shall maintain three (3) such primary work periods, or shifts, viz.: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m. The work period shall commence on Sundays at 7:00 a.m. and end four (4) weeks later at 7:00 a.m.

The Department may operate additional shifts of no more than seven (7) officers each to be scheduled at overlapping time periods with three (3) primary shifts. The shifts shall be composed of manpower selected from the fourteen (14) least senior police officers in the department. Hours of operation shall be by need as determined by the Chief of Police or his/her designee but shall not

vary more than once every three (3) months. Officers assigned to such shifts shall have two (2) consecutive days off each workweek.

11.2 During each eight (8) hour tour of duty all employees shall be allowed one-half (1/2) hour for lunch. The department shall prescribe the lunch periods for all beats and cars. Employees may take their lunch period where desired with the permission of the supervisor in charge of that squad.

11.3 Work schedules shall be determined by the Chief of Police or his/her designee and shall be posted at least five (5) days before each shift change.

11.4 Police officers', corporals', sergeants' and Lieutenants' two (2) consecutive days off per week shall regress two (2) days per each work period.

11.5 Scheduled days off for each employee will not be changed during a work period except in emergencies. Employees will be allowed to change their days off with each other on the same shift on mutual request made to the supervisor in charge on the day of the request, provided no trade results in an overtime obligation to the City. Changes between shifts must be approved by the Chief or his/her designee.

11.6 Unless otherwise provided for in this Agreement, all personnel shall work only the hours of the period to which he/she is scheduled and shall, at the completion of such four (4) week period, be advanced to the hours of the next period in the same order described herein if, in the opinion of the Chief, such an arrangement shall not adversely affect the efficiency and overall operational requirements of the department. It is understood that an officer may, for personal needs or other individual reasons, request a change of a single tour of duty to another tour on the same day, which request may be approved by the Chief of Police or his/her designee.

The administrative process and working guidelines for such temporary shift reassignments are as follows:

- a. Bargaining Unit personnel requesting a temporary shift reassignment as outlined above cannot submit such a request prior to one week (7 days) before the date of the proposed temporary shift reassignment. Requests submitted prior to 7 days will not be processed for approval.
- b. Once such a request has been approved by the Chief or his/her designee, the temporary shift reassignment cannot be cancelled unless the requesting Officer agrees to do so. Requesting Officers may cancel their own temporary shift reassignments, provided they contact the Shift Commander at least 24 hours in advance of the reassigned shift.
- c. In the event the above temporary shift reassignment creates an overtime position upon request, the request shall be denied. Staffing levels for each shift, and the related shift reassignment "overtime" threshold, shall be determined by the Chief or his/her designee.
- d. In the event that a temporary shift reassignment creates overtime after such request has been approved (e.g. upon request no overtime is created, yet subsequent leave requests or sick time usage yields a vacant position), the Chief or his/her designee shall have the right to leave the vacating (temporarily reassigned) officer's position vacant for that shift (aka, "Do Not Fill").

e. No more than 3 Sergeants and 1 Lieutenant (4 supervisors) may be assigned to one shift as a result of such a temporary shift reassignment. At no time shall there be 2 Lieutenants on any given shift as a result of a temporary shift reassignment.

11.7 Detective Lieutenant, Detective Sergeant and Detectives shall work a forty, (40) hour workweek or shift, 8:00 a.m. until 4:00 p.m., Monday through Friday, with Saturday and Sunday off. There may also be a shift in operation from 4:00 p.m. through 12:00 midnight, Monday through Friday, with Saturday and Sunday off.

The parties agree that one (1) detective may be on duty Saturday and Sunday for the twenty-eight (28) day work period. The Saturday and Sunday duty will be rotated between all detectives in the detective division on a twenty-eight- (28) day basis. The detective working Saturday and Sunday will have Wednesday and Thursday off.

The Chief or Deputy Chief may, for training purposes, assign employees from the detective eligibility list, in order of their ranking on that list, to the detective division for a period of up to twenty-eight (28) days.

11.8 The Traffic Service Officer and Liaison Officer shall work Monday through Friday from 7:00 a.m. to 3:00 p.m. forty (40) hours with Saturday and Sunday off.

11.9 The Chief or his/her designee may assign supervisors to supervise other shifts for a specified period of time, provided, that no such reassignment shall be for less than one (1) consecutive four (4) week period, except where lesser reassignment periods are sufficient due to coverage for vacation periods, leaves of absence, or extended sick leave among the supervisors. It is understood that this authority to occasionally reassign is also designed to achieve the objective of having individual supervisors supervise different squads rather than one single squad consisting of the same officers all the time.

11.10 Employees selected for overtime in the detective division will be at the discretion of the supervisor in command of the detective division. They will be selected from a list of employees who volunteer for overtime duty in the detective division. The Supervisor in command of the detective division shall endeavor to administer overtime in such a manner that every full-time employee will have an equal opportunity to work overtime, subject to the needs of the police department and the qualifications of the employee.

11.11 The corporals' working conditions shall be the same as the police officers. The exception shall be when the corporal is assigned to work in the classification of an acting desk or street sergeant.

11.12 When an employee changes shifts with another employee for one (1) or more days, each employee shall be assigned to the bottom of the vacancy and seniority list for the squad.

11.13 A change in squad assignments may be requested by an employee or the Chief or his/her designee. Such change may be requested for any reason. For a change to be effected, both the employee and the Chief or designee must agree to the change.

- a. If the change is accomplished, no further request from the individual employee shall be considered for a period of two (2) years.
- b. This provision shall not apply to probationary employees or employees not assigned to squad duties in the Uniformed Services Division, nor shall it affect any provisions of any existing contractual agreement between the City and the Union, including the right of the Police Chief to make assignments during times of emergency.

**ARTICLE XII**  
**WAGES**

12.1 Employees shall be compensated in accordance with the following schedules:

Effective January 1, 2007, all ranks and steps of the Wage Schedule in effect on June 30, 2006, shall be increased by two percent (2%).

<u>GRADE</u>	<u>PROB 1</u>	<u>PROB 2</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Captain			73,142			
Lieutenant			61,306			
Sergeant			56,444			
Detective			55,439			
Corporal			52,651			
Police Officer	38,872	42,024	45,645	47,266	49,012	50,519

Effective July 1, 2007 all ranks and steps of the Wage Schedule in effect on June 30, 2007, shall be increased by six percent (6%), eliminating the entry-probationary step and the Corporal Grade , and adding MPO.

<u>GRADE</u>	<u>PROB</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Captain		77,531			
Lieutenant		64,984			
Sergeant		59,830			
Detective		58,765			
Corporal		55,810			
MPO		54,050			
Police Officer	44,545	48,384	50,102	51,953	53,550

Effective July 1, 2008, all ranks and steps of the Wage Schedule in effect on June 30, 2008, shall be increased by five percent (5%) adding step five (5) to the Police Officer scale.

<u>GRADE</u>	<u>PROB</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Captain		81,407				
Lieutenant		68,234				
Sergeant		62,822				

Detective	61,704				
Corporal	58,601				
MPO	58,695				
Police Officer 46,773	50,803	52,607	54,550	56,227	58,195

Effective July 1, 2009 all ranks and steps of the Wage Schedule in effect on June 30, 2009, shall be increased by five percent (5%), with probationary wage increased eight and one-half percent (8.5%).

GRADE	PROB	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Captain		85,478				
Lieutenant		71,645				
Sergeant		65,963				
Detective		64,789				
Corporal		61,531				
MPO		61,605				
Police Officer 50,750	53,343	55,237	57,278	59,039	61,105	

Effective July 1, 2010, all ranks and steps of the Wage Schedule in effect on June 30, 2010 shall be increased by three percent (3%).

GRADE	PROB	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Captain		88,042				
Lieutenant		73,795				
Sergeant		67,942				
Detective		66,732				
Corporal		63,377				
MPO		63,438				
Police Officer 52,273	54,943	56,894	58,996	60,810	62,938	

12.2 As of July 1 of each year of this Agreement, each police officer who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Upon the successful completion of the Police Academy and the Department Field Training, new Police Officers shall be paid at Step 1 of the salary range of his/her classification. The move to Step 1 does not affect the employee's probationary status. Each police officer who has one (1) but less than two (2) years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification. Each police officer who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 3 of the salary range of his/her classification. Each police officer who has three (3) but less than four (4) years of service in his/her classification shall be paid at Step 4 of the salary range of his/her classification. Each police officer who has four (4) or more years of service in his/her classification shall be paid at Step 5 of the salary range of his/her classification.

12.3 Nothing in this section shall preclude the City, at the discretion of the Chief of Police, from placing a new hire in the rank of police officer at an advanced pay step commensurate with the new

hire's experience and training as a certified police officer. In the event of a promotion an employee shall advance to the salary of his/her new classification.

12.4 In any situation not covered by the paragraph below, any police officer assigned by direction of the Chief or his/her designee to work in a higher classification than his/her own shall receive the rate of pay for all hours worked at the rate of pay for such higher classification.

Only the senior sergeant in terms of departmental seniority who is on duty on a shift (and whether assigned to the desk or not) shall receive lieutenant's pay for work performed in a higher classification pursuant to the provisions of Article XII, Section 4 only when the lieutenant assigned to the particular shift is not on duty. No other employees shall receive higher classification pay under Article XII except:

- a. Patrolmen who are assigned to work as acting desk sergeants shall continue to receive higher classification pay in accordance with Article XII for such work;
- b. Corporals or patrolmen who are assigned to the detective bureau shall continue to receive detectives' pay for such work in accordance with Article XII

12.5 Effective July 1, 1997, each employee who works any hours for which no overtime premium is received between 11:00 p.m. and 7:00 a.m. shall receive an hourly shift differential of thirty cents (\$.30) for the hours actually worked between 11:00 p.m. and 7:00 a.m.

12.6 Effective upon the City and the Union signing this agreement, employees shall be paid a one time bonus of 2% of their salary as of July 1, 2006. Said bonus shall be paid within fifteen days of the signing.

12.7 For bargaining unit members who are not enrolled in a direct-deposit program for their city compensation, paychecks will be made available on Friday mornings, unless Friday is a legal holiday.

**ARTICLE XIII**  
**LONGEVITY**

13.1 Longevity shall be considered as an added compensation to employees for continued and faithful service to the City. Longevity payments shall not affect the annual pay rate to which an employee is entitled.

13.2 Longevity payments shall be due to all regular full-time employees in the continuous service of the City excluding temporary, seasonal, part-time and per diem employees on the following scale:

YEARS OF SERVICE

5 yrs. but less than 10 yrs.	\$250.00
10 yrs. but less than 15 yrs.	\$400.00
15 yrs. but less than 20 yrs.	\$500.00
20 yrs. or more	\$600.00

13.3 The total annual longevity payments shall be due and payable in two (2) equal installments, the first being due and payable not later than November 30, and the second being due and payable not later than May 31 of each fiscal year.

13.4 Eligibility for longevity compensation shall begin on the date the employee is hired by the City for a regular authorized position on a full-time basis.

13.5 An employee will become eligible for his/her first total annual longevity payment if he/she has completed five (5) years of service on or before November 30 of a fiscal year. An employee will become eligible for one (1) installment of his/her first longevity payment if he/she has completed five (5) years of service on or before May 31 of a fiscal Year. Thereafter, additional longevity payments for aggregate years of service will be predicated on this same basis.

13.6 Only employees on the payroll on the specified dates of longevity payments shall receive longevity compensation, except that employees who retire during a fiscal year shall be considered as having earned full longevity for such fiscal year and they shall not be required to be on the payroll on the specified dates of longevity payments in order to receive full longevity compensation for the year.

13.7 Time spent in the armed forces of the United States, i.e., Army, Navy, Air Force, Marine Corps and Coast Guard, while on leave from the City shall be included in determining the number of years of service.

#### **ARTICLE XIV** **OVERTIME**

14.1 All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day or a forty (40) hour work week.

The Chief of Police shall endeavor to administer overtime in such a manner that every full-time employee will have an equal opportunity to work overtime, subject to needs of the police department and the qualifications of the employee. Partial Shift overtime shall not be offered to ineligible employees.

a. Bargaining unit members who are newly promoted supervisors and, as a result are receiving in-house supervisory training relating to promotions, shall not be eligible for supervisory overtime until completing said training.

1. This restriction is for supervisory overtime only and is not intended to apply to other overtime that a member would be eligible for during the period of in-house supervisory training.

14.2 Any employee called back to duty after he/she has completed his/her tour of duty shall be paid for a minimum of four (4) hours at time and one-half (1 1/2) rate.

14.3 Except as otherwise provided in this Agreement, overtime shall be accomplished within rank classification on a rotating basis. Overtime lists by rank classification shall first be established by seniority. Overtime assignments will first be offered to the employee at the top of the list who will

be off-duty during the hours of the offered assignment. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If that employee cannot be contacted, the next employee will be called, but the first employee will not lose his/her place in the rotation. In the event the overtime work list is exhausted, the Chief of Police, or his designee, may order the first employee contacted at the top of the list to accept the overtime assignment.

Under no circumstances other than in emergency shall any employee be scheduled to work more than sixteen (16) consecutive hours without having at least (4) hours off. Employees may not be offered, or accept any overtime (including, but not limited to, squad work, dispatch, private/extra duty, and any special assignments) that would cause an employee to be scheduled more than sixteen (16) hours of work within a twenty-four (24) hour period without having at least four (4) hours of off-duty time, or be ineligible to work their regularly scheduled shift. Any officer who accepts an overtime assignment, but does not report for the assignment, shall lose thirty (30) days of eligibility for additional overtime assignments. All employees who are unable to report for their normal tour of duty for any reason are required to notify the department as far in advance of the start of the tour as is possible, and an officer scheduled for overtime who, for a legitimate reason cannot report for the assignment shall not be subject to the thirty (30) day eligibility loss provided he/she provides as much notice in advance of the tour as is possible.

14.4 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next overtime assignment which the employee can accept within the next two (2) weeks from the date the employee was passed over. This paragraph will not affect the hiring of overtime employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

a. In the event an officer is hired from the overtime lists for patrol overtime and assignment is cancelled and the officer has not been contacted to notify the assignment is cancelled prior to his/her arrival for duty, the officer shall have the following options of choice upon arrival for duty:

1. Work four (4) hour overtime and move on the OT List, or
2. Decline four (4) hour overtime assignment and not move on the List.

14.5 When any employee works overtime, it will not affect the regular shift assignments of the men/women on that shift. The overtime men/women will fill whatever beat assignments are left open as replacements to the employees who are assigned to the cars on the fourth shift, or any shift, or where needed by the City.

a. In the event that an employee works overtime equal to or in excess of four (4) hours that is not a continuation of their shift or as a result of a private duty hiring error, s/he shall be rotated in the prescribed manner on the overtime list applicable to that employee's pay classification and rank.

b. The above does not apply to VIS and SNTF assigned officers who work weekly or biweekly overtime as part of their assignments.

14.6 In an emergency, it is understood that the Chief, Deputy Chief or Acting Chief may call any and all employees to duty. Such time shall be paid at the rate of time and one-half for a minimum of six (6) hours.

14.7

a. Any employee who reports off duty sick from any regular assigned shift shall be considered "off duty" for a period of twenty-four (24) hours, commencing from the time that his/her regular tour of duty started for the next twenty-four (24) hours. During this twenty-four (24) hour period, an employee shall not be entitled to work any overtime, extra duty, or private duty assignments. If an employee is sick for more than one (1) day, this rule shall continue until he/she calls in or reports back to work on his/her regular duty assignments. He/she shall then become eligible for overtime, extra duty and private duty.

b. No employee shall be charged with sick leave for absence on account of sickness from overtime.

c. Any employee who reports "off duty sick" from an overtime assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

14.8 Overtime employees will retain their seniority rights in assignments to cars or beats when there are not enough men/women on the regular shifts to fill the cars or walking beats. Seniority will prevail for those employees working overtime when it becomes a question of assignments.

14.9 Where gender, language proficiency and/or ethnicity is/are a bona fide occupational qualification(s) for a particular assignment, it shall not be necessary to use the regular overtime hiring procedure to select the officers.

14.10 Call-in for overtime to attend departmental meetings or supervisory staff meetings shall be paid at the rate of time and one-half for the actual time it takes an employee to leave home, travel and attend the meeting at the police department and return home, with a minimum of two (2) hours' pay.

14.11 The Chief of Police is the only person authorized to permit the distribution of overtime in purely ceremonial situations.

- a. Ceremonial purposes include, but are not limited to, funerals, parades, award ceremonies/presentations, oaths of office/swearing in.
- b. Such overtime opportunities, so authorized by the Chief of Police, shall be paid in accordance with Article XIV, Section 10 (14.10), "Departmental Meetings".

14.12 Officers granted vacation leave pursuant to Article 18.4 of this Agreement may request to be placed on a Do Not Call list for overtime assignments for the length of their leave.

- a. Officers granted leave in excess of three (3) consecutive single vacation days pursuant to 18.5b of this Agreement, who indicate that they are out of state, may

request to be placed on a Do Not Call list for overtime assignments for the length of their leave. However, these officers are subject to Order In if contacted.

- b. The officers must indicate in writing on a form prescribed by the Department their desire not to be called for overtime. Shift Commanders shall make a notation "DNC" on the overtime call sheets for each officer listed on the form. The Uniformed Services Division Commander shall maintain a file of Do Not Call forms by changeover period.

## **ARTICLE XV** **PRIVATE JOBS**

15.1 The rate of pay for private sector work shall be one and one half times the hourly rate of the employee. Employees performing private work shall receive a minimum of four (4) hours pay. If the work is for more than four (4) hours, but less than eight (8) hours, the employee shall receive eight (8) hours pay. When an employee reports to private work and is notified that the work is canceled, he/she shall receive four (4) hours pay at time and one half the hourly rate.

15.2 The Chief of Police or his/her designated representative shall make all private duty assignments. Commencing with the signing of this agreement, all employees' names shall be included in the private/extra duty roster by order seniority. At the beginning of each twenty-eight (28) day work period, the roster shall be reordered by seniority. An employee who desires not to be included on the private/extra duty roster shall notify the Chief in writing to have his/her name removed from the roster. Employees who desire to have his/her name added back to the roster shall notify the Chief in writing at least seven (7) days prior to the next work cycle. Placement of the employee returning to the roster shall be according to seniority.

Assignments to private jobs shall be made from the private/extra duty assignments roster. Assignments will be first offered to the employee at the top of the list who will be off-duty during the hours of the offered assignments. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If the employee cannot be contacted, the next employee will be called, but the first employee will not lose his/her place in the rotation. In the event the private/duty assignment roster is exhausted, the Chief of Police, or his/her designee may allow employees not on the list to accept the assignment.

If the employee cancels, private/extra duty assignment, he/she cannot work any extra, private, or overtime assignments in the twenty-four (24) hour period commencing at 12:01 a.m. the day of the assignment to 12:01 a.m. the following day. An employee may not cancel a private/duty extra duty assignment to become eligible for any other assignment. Once assignments have been made, no "bumping" shall be allowed. An employee assigned to a private/extra job shall not "trade" or "exchange" the job to any other person, but must notify the Chief or his/her designee of inability to fill the assignment so that a reassignment may be made. Job assignments shall be cut off on Thursday at 1530 hrs. If Friday is a legal Holiday, than the closing time for assignments shall be Wednesday at 1530 hrs. This will not affect any last minute call for the work made by contractors. The Chief or his/her designee may hire assignments at any time prior to the job. The Chief or his/her designee may re-assign employees assigned to private/extra duty assignments to regular duty or other private/extra duty assignments for the operational needs of the Department.

15.3 An employee injured on a private job shall receive injury coverage in the same manner provided for if injured on regular duty for the City.

15.4 Any employee who fails to report to duty on a private duty assignment shall forfeit a total of fourteen (14) days of private/extra duty assignments.

15.5 No employee shall be charged with sick leave for absence on account of sickness from private job assignments.

15.6 Any employee who reports "off duty sick" from a private duty assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

15.7 Employees working regular duty assignments may not accept a private duty assignment whose hours run consecutive to their regular duty. There must be at least fifteen minutes between the regular duty assignment and the private assignment to be eligible.

15.8 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next private/extra duty assignment which the employee can accept within the two (2) weeks from the date the employee was passed over. This paragraph will not effect the hiring of private/extra duty employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

15.9 When the City calls an employee for overtime, extra duty or private duty and for off duty employees reaches an answering machine or voice mail, the City shall leave a message and the call shall be considered no contact. The City shall not be responsible for overtime, extra duty or private duty missed because officers have chosen to use answering machines on their residence phones or cell phones when off-duty.

## **ARTICLE XVI** **EXTRA DUTY**

16.1 Extra duty for the purpose of this article shall mean police assignments for the Ocean Beach Park and the Board of Education.

16.2 The Chief of Police or his/her designated representative shall make all extra duty assignments. Commencing with the signing of this agreement, all employees' names shall be included on the private/extra duty roster by order of seniority. At the beginning of each twenty-eight (28) day work period, the roster shall be reordered by seniority. An employee who desires not to be included on the private/extra duty roster shall notify the Chief in writing to have his/her name removed from the roster. Employees who desire to have his/her name added back to the roster shall notify the Chief in writing at least seven (7) day prior to the next work cycle. Placement of the employee returning to the roster shall be according to seniority.

Assignments to extra duty jobs shall be made from the private/extra duty assignment roster. Assignments will be offered to the employee at the top of the list who will be off-duty during the hours of the offered assignment. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If the employee cannot be contacted, the next employee will be called, but the first employee will not lose his/her place in the rotation. In the event the private/extra duty assignment roster is exhausted, the Chief of Police, or his/her designee may allow employees not on the list to accept the assignment.

If the employee cancels, private/extra duty assignment, he/she cannot work any extra, private, or overtime assignments in the twenty-four (24) hour period commencing at 12:01 a.m. the day of the assignment to 12:01 a.m. the following day. An employee may not cancel a private/duty extra duty assignment to become eligible for any other assignment. Once assignments have been made, no "bumping" shall be allowed. An employee assigned to a private/extra job shall not "trade" or "exchange" the job to any other person, but must notify the Chief or his/her designee of inability to fill the assignment so that a reassignment may be made. Job assignments shall be cut off on Thursday at 1530 hrs. If Friday is a legal Holiday, than the closing time for assignments shall be Wednesday at 1530 hrs. This will not affect any last minute call for the work made by contractors. The Chief or his/her designee may hire assignments at any time prior to the job. The Chief or his/her designee may re-assign employees assigned to private/extra duty assignments to regular duty or other private/extra duty assignments for the operational needs of the Department.

16.3 The rate of pay for extra duty assignments shall be the employee's regular rate of pay. Extra duty hours worked in excess of forty actual hours worked shall be paid at time and one half the regular rate.

16.4 An employee injured on an extra duty assignment shall receive injury coverage in the same manner as provided for if injured on regular duty for the City.

16.5 Any employee who fails to report for duty on an extra duty assignment shall forfeit fourteen (14) days of private/extra duty assignments.

16.6 No employee shall be charged with sick leave for absence on account of sickness from extra duty assignments.

16.7 Any employee who reports "off duty sick" from an extra duty assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

16.8 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next private/extra duty assignment which the employee can accept within the two (2) weeks from the date the employee was passed over. This paragraph will not effect the hiring of private/extra duty employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

**ARTICLE XVII**  
**HOLIDAYS**

17.1 An employee will be credited with twelve (12) holidays at the beginning of a fiscal year. This total shall be adjusted to reflect anticipated retirement or a similar cause for separation from the department. The holidays are:

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

17.2 Credited holiday time may be used only upon request to and approval of the shift commander of the squad to which the employee is assigned, provided that:

- a. In the case of supervisors there is one (1) squad sergeant or squad lieutenant on duty;
- b. That no more than eight (8) non-supervisory personnel assigned to that squad are off duty.
- c. No more than nine (9) total personnel per shift may be scheduled off, on vacation, on holiday, or in training, excluding firearms and C.O.R.E. retraining, on any given day.

17.3 Personnel not assigned to squads may use credited holiday time only upon request to and approval of the division commander to which they are assigned. Such request shall not affect holiday requests by Personnel on uniformed Patrol assignments.

17.4 Not more than five (5) consecutive days' absence will be allowed at any one (1) interval for credited holiday time without the approval of the Chief or his/her designee. A compensatory day off in lieu of a holiday shall be granted to an employee who makes the first request for a particular day off in lieu of a holiday. Seniority shall not be a condition or a consideration in granting a day off in lieu of a holiday. However, such request shall be submitted within the week preceding the shift change. Employees shall be granted holiday time during the four (4) week work period.

17.5 When a holiday is observed while an employee is absent on authorized sick leave, no charge against his/her accrued holiday time will be made for that day.

17.6 Employees working on an actual holiday, set forth in Section 17.1 above, not necessarily the one observed by the City, shall receive the rate of time and one-half for all hours worked on the actual holiday and in addition receive eight (8) hours compensatory time off holidays as specified in Section 17.4 of Article XVII.

**ARTICLE XVIII**  
**VACATION**

18.1 In each fiscal year an employee shall accumulate during and after his/her probationary period, vacation leave with pay according to the following schedule:

- a. after one (1) year of service, ten (10) days;
- b. after five (5) years of service, fifteen (15) days;
- c. one (1) additional day for each year of service after five (5) years, to a maximum of twenty five (25) days;
- d. employees shall have earned their vacation based upon their anniversary date of employment.

18.2 In no event shall any employee be entitled to compensation in lieu of vacation. Nor in any event shall an employee be allowed more than seven (7) weeks' vacation in any fiscal year regardless of accumulated time. For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave.

18.3 For the purpose of selecting vacation weeks during the next fiscal year, a vacation roster will be posted by each division on January 1st of each year. The patrol division shall have two such rosters. A roster for patrol officers and one for patrol supervisors. The vacation rosters must be signed by all eligible employees by April 30th of that year. Choice of date by employees shall be granted, but operating requirements of the police department shall prevail in emergency situations.

18.4 Vacations shall commence with the first week of the fiscal year and continue throughout the fiscal year. In computing vacation time, holidays are not to be considered as part of vacation leave. Vacation weeks shall be selected on a seniority basis. No employee regardless of rank or seniority, shall have more than one (1) choice as herein provided. Credited vacation may be used only upon request to, and approval of, the Division Commander or his/her designee to which the officer is assigned, provided:

- a. the number of patrol supervisors allowed to be on a vacation week at one time shall not exceed two (2) on each squad.
- b. The number of patrol officers allowed to be on a vacation week shall not exceed three (3) on each squad.
- c. Additional employees may be granted a vacation week only with the approval of the Chief.
- d. no more than nine (9) total personnel per shift may be scheduled off, on vacation, holiday or in training, excluding firearm and C.O.R.E. retraining, on any given day.

18.5 Employees shall be granted the use of single vacation days during the fiscal year provided:

- a. That no more than ten (10) total personnel per shift are "scheduled" off, including personnel on vacation, holiday, or in training, excluding firearms training and C.O.R.E. training, on any given day.
- b. That not more than three (3) consecutive days absence will be allowed at any one (1) interval for credited single day vacation time without the approval of the Chief or his designee.
- c. A single vacation day shall be granted to an employee who makes the first request for a particular day off. Seniority shall not be a condition for granting a day off.
- d. Requests shall be submitted to the Division Commander or his designee within the week preceding shift change or during that next four (4) week work period. Employees shall be granted single vacation days during the four (4) week work period.
- e. A Bargaining Unit member shall not be able to cancel a split vacation day after being properly ordered in.

18.6 Employees shall be granted the use four (4) hour blocks of vacation time during the fiscal year provided:

- a. Such time is the first four hours or the last four hours of an employee's shift.
- b. Vacation requests and permanence shall conform with the applicable sections of this Article;
- c. The filling of such 4-hour vacancies shall be consistent with Section 14.3 of this contract; and
- d. This 4-hour vacation block provision is effective only throughout the duration of this contract and will thereafter become void unless agreed to by the parties in subsequent negotiations.

18.7 No refund of vacation time shall be allowed due to illness incurred while on vacation leave. However, in case an employee has exhausted his/her sick leave, he/she may apply vacation time due him/her as a credit toward sick leave.

18.8 An employee who is retired from the police department shall be granted the sum total of his/her vacation leave prior to the date of his/her retirement. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's designated beneficiary.

18.9 Employees may carry forward no more than fifty (50) days of unused vacation leave, plus vacation leave earned in the prior anniversary year, into the ensuing anniversary year. It shall be incumbent upon the employee to request vacation leave in such a manner that all days in excess of fifty (50) will be used prior to the end of each anniversary year. This above requirement will be waived if, as a result of an extended illness or injury, the employee is unable to take his/her vacation during that period.

18.10 Personnel not assigned to the three primary squads may use credited vacation time only upon request to and approval of the Division Commander to which they are assigned. Such requests shall not affect vacation leave requests by personnel on uniformed patrol assigned to the three primary squads.

18.11 Leave requests that create two supervisor vacancies, yet conform with the numeric thresholds for such requests as outlined in sections 18.4 and 18.5 above, will be handled as follows:

- a. When a Sergeant or Lieutenant requests a single vacation day (aka “Split Vacation Day”) and such a request, if approved, would create a situation where by no supervisors would be scheduled to work that particular shift, the following procedure will be utilized:
  1. Such requests shall be forwarded to the Division Commander, and
  2. The request shall contain the name of a supervisor who is willing to work the vacant shift in an overtime capacity, and
  3. If it is determined by the Chief or his designee that the shift is to be filled, then the vacant shift shall be hired in accordance with standard overtime hiring procedures.
- b. The supervisor who agrees to work does not have an exclusive right to the overtime vacancy, however,
  1. The designated supervisor must hold the time available and is obligated to work if no other supervisor accepts the assignment, and
  2. It is understood that if the fill-in supervisor is ill within twenty-four hours prior to the requested S/V shift then the leave time shall be cancelled.
- c. The numeric thresholds for officers on authorized leave for a specific shift, as outlined in sections 18.4 and 18.5 of this collective bargaining agreement, are still in full affect and are not modified or eliminated.

**ARTICLE XIX**  
**SICK LEAVE**

19.1 Each employee and probationary employee shall earn sick leave with pay at the rate of one and one-quarter (1¼) days of sick leave for each month of service. No sick leave shall accrue during periods of leave of absence without pay.

19.2 Sick leave shall be considered to be absence from duty with pay for the following reasons:

- a. illness or injury, except where directly traceable to employment by an employer other than the City of New London;

- b. when the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours;
- c. when the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by a medical certificate, such certificate to be submitted within ten (10) days of the time of the incident.

Nothing herein shall preclude the Chief or his/her designee from investigating an employee when there is likelihood that sick leave is being abused.

19.3 An employee may use more than one hundred twenty (120) days of accrued sick leave in a single fiscal year only upon the recommendation of the Chief and the approval of the City Manager.

19.4 An employee shall be entitled to one (1) compensatory day off at the end of any four (4) consecutive month period of perfect attendance without use of sick leave. A new period for determining entitlement begins with the day that follows the final fourth month of the prior determination period. An employee who, by absence because of sick leave, breaks a determination period shall have a new four (4) month period for determining entitlement start on the day he/she returns to his/her regularly assigned duties after such absence. The compensatory day must be used within the succeeding twelve (12) month period.

19.5 A health savings plan shall be established by the City under the following terms:

### **Eligibility**

All bargaining unit members are eligible to participate in the program on a one time irrevocable basis. The program will be effective as of the signing of the contract and the balances of employees to be used are their sick balances as of July 1, 2004.

In addition, employees must maintain a balance of 500 hours at all times. This balance is determined July 1 of each fiscal year. Any hours above 500 hours may be transferred to the employee's ICMA Retirement Health Savings Plan (RHS) at a rate of 100% of their current hourly wage. The maximum allowed each year to transfer will be \$3,000. Upon retirement, hours may be transferred up to \$5,000.

### **Contributions**

1. Contributions to the plan will be on a pre-tax basis based on eligibility criteria.
2. To elect to make contributions, a form must be completed between July 1 and September 1 of the current fiscal year.
3. Voluntary after tax contributions are allowed up to 25% of the total contributions.

### **Deductions**

Deductions from the savings plan may be made upon retirement, termination of employment, or after age 65.

## **Medical Benefits**

All medical expenses permitted by the IRS are covered under this plan.

## **Beneficiary(s)**

Account is transferred to a surviving spouse/eligible dependent for use for eligible medical expenses on a tax-free basis upon the death of the employee.

## **ARTICLE XX** **ADDITIONAL LEAVE**

20.1 **Funeral Leave:** Special leave of three (3) days without loss of pay shall be granted to an employee in the event of a death in his/her immediate family. "Immediate family" is defined as spouse, parent, child, sibling, grandparent or grandchild, mother-in-law' father-in-law, son-in-law or daughter-in-law, or any relative domiciled in the employee's home.

- a. Special leave of one (1) day without loss of pay shall be granted to an employee on the day of the funeral in the event of the death of a relative not considered to be a member of the immediate family, namely, uncle or aunt, brother-in-law, sister-in-law, niece, nephew or first cousins
- b. Additional funeral leave to that allowed in Sections 1 or 2, or funeral leave for a reason specified in Sections 1 or 2, may be granted by the Chief or Deputy Chief if such a leave is reasonable and will not hinder the operation of the department.
- c. Within two (2) weeks following return from the leave, the employee shall forward a letter to the office of the Chief specifying the name and relationship of the deceased.

20.2 **Jury Duty:** Department members shall notify their Division Commander within five (5) days of receiving notice for Jury Duty and provide a copy of the notice and of any changes thereafter.

- a. Those personnel summoned to jury duty shall complete the appropriate leave request form and submit the form to the Division Commander.
- b. Division Commanders shall ensure the Jury Duty is noted on the monthly roster five (5) days prior to the service date.
- c. Department members scheduled to work a regularly scheduled shift on the day of Jury Duty will be allowed to attend in lieu of their regularly scheduled shift. Members scheduled to work the 2300 hrs shift the day of the Jury Duty may elect to take the previous 2300hrs shift in lieu of shift for attending Jury duty. In addition, personnel selected for Jury duty who are scheduled to work the 2300 hrs shift and whose Jury Duty date falls on the first day of their two RDO's may take the preceding 2300 hrs shift off and the schedule shall reflect "IN-LIEU JURY" for that shift.

1. At no time shall department personnel be paid for Jury Duty on their RDO's except as provided herein.
- d. Members may not switch or move days off (not otherwise associated with a monthly squad swap) if the change would place them on duty, when they would be normally off duty.
- e. In the event Jury Duty is cancelled when the member calls the court the night before the service, the officer shall immediately notify the Shift Commander and will be responsible for working his/her regularly scheduled shift. The Shift Commander will notify the members Division Commander.

**ARTICLE XXI**  
**UNION BUSINESS LEAVES**

21.1 Not more than three (3) officers, or members of the Union, shall be granted leave from duty with pay for any meeting between the City and the Union for the purpose of negotiating the terms of the contract, or processing grievances when such meeting takes place at any time during which such members are scheduled to be on duty, provided, however, a member scheduled to work the night shift prior to a scheduled contract negotiation or grievance arbitration hearing shall be granted such leave with pay for such night shift.

In order to properly document leave taken under this section, the Union president or his/her designee shall on each occasion notify the Chief of Police or Deputy Chief in writing at least twenty-four (24) hours in advance of such meeting, if possible, indicating the names of the officer/union members and the purpose of the meeting.

21.2 Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this section shall not exceed fifteen (15) days in any fiscal year, and provided that at least two (2) weeks' notice in writing to the Chief or his/her designee is given when employees expect to attend educational conferences or labor conventions.

**ARTICLE XXII**  
**SURVIVOR'S BENEFITS**

22.1 The Policemen and Firemen Survivor's Benefit Fund, which is currently in effect under an agreement between the City of New London and its Police and Fire unions shall be continued for eligible employees during the term of this Agreement in accordance with the plan's provisions as described by the Connecticut General Statutes.

**ARTICLE XXIII**  
**INSURANCE**

23.1 The City shall provide ninety-one percent (91%), with the employee providing, through a pre-tax payroll deduction, the remaining nine percent (9%) of the premium of the expense for employees and their eligible enrolled dependents in the following medical, surgical and dental coverage:

- a. CCM Century Preferred contract with Orthodontic Rider.
  
- b. Family coverage in Blue Cross/Blue Shield of Connecticut Flexible Dental Benefits, Flex #14. (orthodontics )

23.2 Change of carrier: The City shall continue to make available substantially equivalent group health and hospitalization coverage, as set forth in the plan of benefits administered by Blue Cross/Blue Shield of Connecticut in effect as of January 1, 1995. The City, however, reserves the right to change insurance carriers, contractual arrangements with Blue Cross/Blue Shield of Connecticut, have benefits administered by a third party administrator (TPA) or health maintenance organization (HMO), which may alter the current preferred provider network of hospitals and physicians. Any such alternative arrangement will not eliminate the medical expense recognized by the plan or reduce the reimbursement levels in force as of January 1, 1995.

23.3 The City shall provide at its expense a group life insurance of \$25,000 for employees only, effective as soon as administratively possible upon the implementation of this Agreement.

23.4 To “opt out” from medical, surgical and dental coverage, an employee would be able to receive the following based on their familial status:

Employee Only	\$500.00
Employee + One Dependent	\$1,000.00
Employee + Two or More Dependents	\$1,400.00

In order to “opt out” an employee must provide proof of insurance. The opportunity to “opt out” will be given once per year and will be paid once per year.

Employee may once a year, during open season, select to opt out or be enrolled in the City of New London Medical/Dental Insurance plan. The only other time an employee may change is due to a life-changing event as defined by our health insurance carrier. Employee forfeits opt out cash benefit if insurance option is taken during any portion of the fiscal year prior to returning to the medical/dental insurance coverage.

**ARTICLE XXIV**  
**UNIFORM ALLOWANCE**

24.1 The City shall credit annually to an employee's uniform allowance as follows:

Clothing Allowance	Cleaning Allowance
\$700.00	\$150.00

and annually thereafter for the term of this contract.

A balance in the account at the end of a fiscal year shall be carried over to the following fiscal year. Upon separation from the City any balance in the account shall revert to the City.

24.2 The uniform allowance shall be limited to the purchase of the following police items: shirts, trousers, hats, winter coat, light jacket, rain gear, shoes, boots, batons, flashlights, sweaters, coveralls, pepper spray, handcuffs, and other police related equipment as approved by the Chief of Police. The City shall furnish weapons, holster, handcuff case, magazine holder, gun belt, and ballistic vests as needed.

24.3 All uniform items and equipment outlined in Section 2 of this article shall conform to requirements and specifications established by the City. The City agrees that it shall not make a change or revision in the current requirements and specifications during the period of this Agreement without the consent of the Union.

24.4 The City shall reimburse an employee for the destruction of or damage to clothing and/or personal property suffered in the performance of duty or loss of personal property as a direct result of performance of duty, provided same is not the result of his/her own negligence. Such claim for loss must be reported promptly and must be supported with reasonable proof of loss and of the value of the clothing and/or personal property, and shall be subject to procedures established by the City pertaining to the processing of such claims. It is understood that a one hundred dollar (\$100.00) cap is set for all items of reimbursable personal property, including, among other things, watches, wedding rings and eyeglasses. The wearing of jewelry, except watches and wedding rings, while on duty is discouraged and no reimbursement shall be made for jewelry items.

24.5 The City shall consider whenever possible such additional equipment that will promote the safety and welfare of employees or aid in the efficient performance of their duties.

24.6 Bargaining Unit members who submit appropriate forms and request for separation from service shall not be permitted to utilize their uniform allowance as outlined above within thirty (30) days prior to the anticipated separation date.

a. The only time in which a member's uniform allowance can be used after the 30-day limit has passed is in the case of replacement cost for issued city equipment required to be surrendered at the time of separation.

b. All other provisions of this Article remain in effect, specifically the provision above (24.1) with regard to unused uniform allowance balances reverting to the City upon separation from service.

24.7 The city reserves the right to approve and authorize requests for reimbursement or purchase orders as outlined above.

**ARTICLE XXV**  
**BULLETIN BOARD**

25.1 The City agrees to furnish the Union a suitable bulletin board, no larger than four feet by six feet (4' by 6'), to be located in the lunchroom. Use of the bulletin board will be limited to businesslike, non-accusatory Union publications and will be kept current.

25.2 Copies of administrative directives affecting the working conditions of the employees shall be posted on the City bulletin board. A copy will be furnished to the Union.

**ARTICLE XXVI**  
**RESIDENCE REQUIREMENTS**

26.1 The provisions of the City Charter concerning residency requirements, adopted by referendum on November 5, 1985, are herein incorporated.

**ARTICLE XXVII**  
**EXISTING BENEFITS**

27.1 All written employee benefits which are not specifically provided for or abridged in this contract are hereby protected in this contract.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

28.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**ARTICLE XXIX**  
**PROMOTIONS**

29.1 Whenever any promotional vacancy is filled within the bargaining unit, such vacancy shall be filled in accordance with the procedures established by the City of New London Personnel Board.

29.2 The probationary period for such promotion shall not exceed sixty (60) days.

29.3 Promotional vacancies filled under this article shall be posted in the department within a reasonable time when the vacancy occurs. The posting will consist of: (1) notice of vacancy; (2) the examination procedure; and (3) the planned sequence of the administrative procedure and the tentative date the appointment will be announced.

**ARTICLE XXX**  
**WORKING RULES**

30.1 This contract constitutes the agreement between the City of New London and the Union and shall not be altered or amended except by mutual agreement reduced to writing.

30.2

a. All members of the bargaining unit who are hired after January 1, 1978, shall be no heavier than the weight shown for their height. Compliance within five percent (5%) with said schedule shall be a condition of continued active employment after at least one hundred twenty (120) days' written notice to an affected employee.

HEIGHT	WEIGHT MALE	WEIGHT FEMALE
4'10"	128	128
4'11"	141	130
5'0"	145	133
5'1"	148	136
5'2"	151	139
5'3"	155	142
5'4"	160	146
5'5'	164	149
5'6"	169	152
5'7"	173	156
5'8"	177	160
5'9"	182	165
5'10"	187	171
5'11"	192	177
6'0"	197	183
6'1"	201	188
6'2"	207	193
6'3"	213	-
6'4"	219	-
6'5 "	226	-
6'6"	233	-

b. Notwithstanding Section A above, the City may substitute a body fat measurement system for those officers who are unable to meet the height and weight standards in the chart above during the term of this Agreement, provided same is approved by the City physician.

c. Continued failure to comply with the requirements shall result in suspension from duty without pay until such time as compliance is achieved.

30.3 Video Monitoring. The City and the Union agree to continue to adhere to the provisions of Connecticut General Statutes, sections 31-48b and 31-48d, regarding video monitoring. The City agrees to the following protocol regarding the use of Video Monitoring in its police facilities:

- a. Each location where video monitoring occurs shall be posted giving notice of the camera locations.
- b. The Union shall be notified of the locations of video monitoring and be allowed to inspect the camera views.
- c. When discipline is pending from the use of video monitoring in a police facility, the employee and union representative, if requested, shall have the opportunity to view and where feasible have a copy of the video recording prior to providing an explanation in writing or orally. This opportunity shall be afforded before any discipline is taken.

The above does not apply to criminal investigations C.G.S., sec. 31-48d(d); covert investigations as authorized in C.G.S., sec. 31,48d(b)(2); and for security purposes in common areas which are held out for use by the public or which is prohibited by state or federal law as specified in C.G.S., sec. 31-48d(a)(3). This also does not apply electronic monitoring in public areas.

**ARTICLE XXXI**  
**LEAVES OF ABSENCE**

31.1 Leave of absence without pay: upon written request of an employee directed to the City Manager, the City Manager may grant the employee a personal leave of absence with the approved seniority and without pay, up to one (1) year, but not for the purpose of accepting other employment.

**ARTICLE XXXII**  
**INJURY LEAVE**

32.1 The City shall not withhold federal taxes against that portion of the weekly payment made to an employee under the provisions hereof that represents said worker's compensation payments.

32.2 In the event that an employee is absent due to injury or illness suffered in the line of duty or arising out of and in the course of his/her employment, including his/her departure from his/her duty, he/she shall receive the same weekly compensation being paid during the period of his/her absence to members of the department in the same position or rank occupied by the injured employee at the time of his/her injury, less worker's compensation payments, until such time as he/she is able to return to duty, or reaches maximum recovery, whichever occurs first.

32.3 A return to work program and preferred providers network will be instituted during the life of the agreement. The City and the Union agree to negotiate the establishment and implementation of this program.

32.4 Personnel who are injured in the line of duty and who return to work in a Light, Limited or Full Duty capacity shall be compensated for subsequent physician visits as follows:

a. Personnel who must attend doctor visits or receive treatment as a result of aforementioned injury shall be paid a minimum of two (2) hours of straight pay at the employee's rate of pay.

b. Any time over the two (2) hour minimum spent in process of travel or treatment shall be paid on an "actual time basis" (i.e., if 2-1/2 hours were spent traveling and receiving treatment, the employee shall be paid 2.5 hours at the employee's straight time hourly rate of pay).

c. All personnel shall endeavor to schedule work-related doctor visits during their on-duty hours.

d. All personnel shall "book on" with Shift Commander when leaving their residence prior to an off-duty doctor visit and shall "book off" duty with the Shift Commander once the employee has returned home following treatment. Booking on and off duty can be done via telephone. In the event that the Shift commander cannot be reached, a message may be left on the Shift Commander's phone or with the Dispatcher in the Communication Center.

32.5 Employees who sustain non-work-related injuries, illnesses, impairments or conditions that would prevent the employee from performing his/her required duties shall be ineligible for duty and shall report such condition to the Chief of Police or his/her designee prior to any return to duty and shall only be eligible for return to work upon submission of a doctor's certificate to the Chief attesting to the employee's physical ability to return to full duty.

a. In accordance with Rule 9, Section 6 of the Personnel Rules, the Chief of Police or his/her designee, for any good reason, may direct an employee to be examined by a physician employed by the City if a disability or illness of any kind is discovered which impairs the effectiveness of an employee or would make his/her return to duty a danger to him/her or others. Such examination will be conducted within a reasonable amount of time.

**ARTICLE XXXIII**  
**STATEWIDE NARCOTICS TASK FORCE**

33.1 The City annually agrees to post a request for volunteers for assignment to the Task Force by July 1, of each year.

33.2 The City agrees to select a new officer for assignment to the Task Force (assuming volunteers are available) by September 1 of each year.

33.3 The Union recognizes the right of the City to specify the number and types of personnel to be assigned to the Task Force.

33.4 The Union agrees that officers assigned to the Task Force may have indefinite assignments provided that the City continues to comply with Sections 1 and 2 above.

**ARTICLE XXXIV**  
**VICE & INTELLIGENCE SECTION**

34.1 The City agrees to annually post a request for volunteers for assignment to this unit by March 31 of each year.

34.2 The City agrees to select a new officer for assignment to this unit (assuming volunteers are available) by September 1 of each year.

34.3 The Union recognizes the right of the City to specify the number and types of personnel to be assigned to the unit.

34.4 The Union agrees that an officer's assignment to the unit may have indefinite assignments provided that the City continues to comply with Sections 1 and 2 above.

**ARTICLE XXXV**  
**SUPPORT SERVICES**

35.1 Personnel assigned to any Youth Services Bureau, Police Community Relations Center, Community Relations Patrol position, Crime Prevention Patrol position, Training Officer Patrol position, or Statistical Officer Patrol position, which exists at any time during the term of this Agreement, shall be volunteers for such assignments. Replacement assignments as needed to cover periods of vacation, sick time or injury, shall be made from the list of volunteers. If there are no volunteers, outside applicants for these positions may be taken and acted upon.

35.2 Personnel assigned to such positions shall be from the volunteer list. Assignment from the list will be made to the volunteer who best fits the needs of the particular assignment. Seniority, among other factors, shall be considered by the Chief. A copy of the volunteer list will be furnished to the Union.

35.3 The hours of work shall be between 7:30 a.m. and 3:30 p.m., Monday through Friday, with Saturday and Sunday off. The hours of work and days off may be rescheduled to meet and satisfy program requirements, special situations, and direct attendance at regularly called meetings where police representation is required. Any employee whose hours are rescheduled in a week may adjust his/her hours on Monday through Thursday of the following week. Employees may not accumulate hours to take compensatory days off.

35.4 Dare Officer duties will be expanded to include Youth Officer duties and this shall continue as long as the city continues to operate the DARE program.

- a. The Youth Officer and DARE Officer, along with the vice and intelligence section, assists the investigation division as part of their regularly assigned duties.
- b. In the event that the City does not continue the DARE program, a second Youth Officer position will be posted.
- c. This section only applies as long as the city maintains a Youth Services Bureau.

- d. No differential payments are associated with this issue.

35.5 In order to encourage officers to participate as Field Training Officers (FTO) and to provide for compensation for additional duties and responsibilities, the following shall apply:

- a. In accordance with Section 12.4, FTO's shall receive pay at a Sergeant's rate for periods while assigned as a FTO supervising probationary officers.
- b. Selection and training of the FTO's shall be in accordance with Article 39.
- c. The Chief of Police or his/her designee shall maintain all rights of assignment, to include frequency of assignment or utilization of FTO's presently certified by POST.
- d. FTO's, while being paid at a Sergeant's rate of pay, do not have authority or responsibility of general supervision of police personnel, other than the probationary officer currently assigned to them.
- e. The FTO's, including supervisors performing FTO duties, shall be permitted in accordance with Section 24.2, to purchase clothing generally suited for plain-clothes police work, as authorized by the Chief of Police.
- f. Supervisors working in a FTO capacity shall receive no additional compensation.

35.6 Officers assigned to the School Resource Officer Program (SRO) will come under the supervision and direction of the Patrol Division Commander.

- a. Selection, assignment and working conditions of SRO's shall be in accordance with the above-listed provisions for Support Services. School Resource Officers hours of work shall be 0730-1530 daily with Saturday and Sunday as their regular days off.
- b. The city will continue to hire police personnel for Extra Duty Assignments at the schools as pursuant to normal staffing as in the past for such events. This will not prevent SRO's from being present at an event. However, such SRO's shall not be used in lieu of or to replace hired officers. Such SRO's may work these Extra Duty Assignments provided they are hired in accordance with the Extra Duty hiring and assignment process in Article XVI.
- c. During the school calendar year SRO's shall not be required to take leave time (i.e. holiday(s), vacation day(s)), unless the SRO requests same. When schools are closed for a one-day holiday, teacher meetings or snow days, SRO's may elect to work on school/SRO projects and will not be reassigned Patrol Duties, unless no SRO work is available. During periods of school vacation, School Resource Officer(s) will be reassigned to Patrol Duty on the 0700 tour with Saturday/Sunday as regular days off.
- d. Prior to the start of each school year, SRO's shall be notified and given five (5) business days' notice of their assignment. Prior to the start of summer recess, the School Resource Officers shall be notified and given five (5) business days' notice that s/he will be

returning to his/her original squad and normal scheduled regular days off. A copy of these notifications will be furnished to the Union in a timely manner.

e. These provisions shall remain in effect throughout the grant period and any period of required retention of said grant and/or when funding is exhausted or the City determines that the School Resource Officer Grant is no longer operationally feasible.

## **ARTICLE XXXVI** **POLICE BOAT SQUAD**

36.1 Assignments to the police boat shall be made from the list of qualified volunteers. Full-time assignment will be rotated on a twenty-eight (28) day basis and the employee so assigned shall work forty (40) hours per week, eight (8) hours per day, five (5) consecutive workdays per week, with two (2) consecutive days off at the end of such forty (40) hour week and the two (2) days off shall regress in the normal fashion as specified in Article XI, Section 4 of the current working agreement. If for any reason the police boat does not operate, the assignee may be used wherever the Chief designates. Upon completion of such full-time assignment, the employee shall return to his/her regular squad.

36.2 Assignment will be made by the Chief or his designee to meet program needs. Assignments shall be scheduled for no more than eight (8) hours.

### 36.3

a. Assignment to the police boat to cover the assignee's day off and open shift shall be made from the list of qualified volunteers, first utilizing qualified volunteers already scheduled to work a regular shift.

b. Overtime and private duty assignment as required on the police boat shall be divided as equally as possible between the employees on the list of qualified volunteers.

c. There shall be a minimum of two (2) qualified employees on duty at all times when said police boat is in operation, except where the vessel in operation is designed to accommodate a single operator (e.g. the jet boat).

### 36.4

a. Volunteers, in order to be qualified to operate the police boat, must have Connecticut Safe Boating Certificate as issued by the Connecticut Department of Environmental Protection and completion of any other boating training as determined by the Chief. Training, if required after an individual is qualified, will be at the City's expense pursuant to the training provisions of the agreement.

If however, a scuba dive is called for as part of the operation of the boat there shall be at least two (2) qualified divers participating in any such operation.

36.5 Employees whose names appear on the list of qualified volunteers must reaffirm their desire to remain on the list by annually notifying the Chief of Police of this desire prior to April 1. New

volunteers may have their names added to the list any time by submitting a request to the Chief of Police with proof of Connecticut Safe Boating Certificate as issued by the Connecticut Department of Environmental Protection and completion of any other boating training as determined by the Chief.

**ARTICLE XXXVII**  
**K-9 UNIT**

37.1 Three (3) officers may be accepted as volunteers for a K-9 unit.

a. The department shall furnish and maintain ownership of all dogs used in this program, unless an officer has a dog which he/she wishes to donate to the K-9 program.

b. At such time as a dog may be retired from service, it shall be given at no cost to the handler.

c. All training shall be provided at department expense, in accordance with Article XXXIX of this agreement.

37.2 Officers assigned to the K-9 unit shall work his/her own squad or shift. Hours of work may be modified to meet and satisfy program requirements and special situations at the discretion of the Uniformed Services Commander.

37.3 Officers assigned a police canine will be given one half hour compensatory time for each regular day off or each day worked without the canine, for care, grooming and feeding of his/her canine when the canine is in the officer's custody and care. Officers will be granted one half hour during the regular tour of duty, for care and grooming of his/her K-9. Compensatory time must be used within the fiscal year of which it was accrued.

37.4 No other member of the bargaining unit shall, except in emergencies, be required to ride in the police car with the police canine for any reason.

**ARTICLE XXXVIII**  
**MOTORCYCLE UNIT**

38.1 As many as two (2) officers per squad may be accepted as volunteers for motorcycle assignment and each member shall work his own squad or shift. Assignments may be rescheduled for special events.

38.2 Officers assigned to motorcycle duties shall be required to have a Connecticut motorcycle license and any motorcycle training as determined by the Chief.

**ARTICLE XXXIX**  
**SCHOOL AND TRAINING PROGRAM**

39.1 The following sections shall govern in the case of assignment of personnel to any and all schools, lectures, seminars and training sessions, except college and the residential P.O.S.T. Academy.

39.2 SELECTION AND ASSIGNMENT

a. The Chief or his/her designee shall determine which assignments are to be offered under the terms of this Article

b. The Chief or his/her designee shall post, in the squad room of police headquarters, an announcement of assignments to be offered.

c. The announcement shall contain a closing date after which no member may make application to attend.

d. Members wishing to attend such assignments, which are offered under the terms of this article, shall make written application to the Chief or his/her designee prior to the closing date contained in the announcement.

e. Members who submit written application to the Chief or his/her designee to attend such assignments under the terms of this article are obligated to attend same if they are selected by the Chief or his/her designee.

f. After the closing date for application to the assignments has been passed, the Chief or his/her designee shall compile a list of all applicants, with a copy to be given to the Union.

g. The Chief or his/her designee shall select those members who are to attend the school or assignments from the list, but in no instance shall a member attend the same course(s) or assignment until all members who have signed the list have had an opportunity to attend.

h. Nothing in this article shall prevent or exclude the Chief or his/her designee from assigning members to schools, lectures, seminars and in-service training sessions during their regularly scheduled tour of duty, and such members shall be governed by the provisions of the existing contract between the City and the Union. The Chief or his/her designee may assign any employees to attend such functions at full pay when the particular offering is deemed by the Chief or his/her designee to be necessary for proper training of a particular officer or officers in cases where no written application has been filed. Such assignment shall be in lieu of a regularly scheduled tour, in which case the employee's work schedule shall be adjusted to provide eight (8) hours of training and work.

i. Nothing in this Agreement shall prevent or preclude members from voluntarily attending schools, lectures, seminars, etc., during their off-duty time at their own expense.

39.3 COMPENSATION

- a. The City shall pay all registration or application fees under the terms of this article.
- b. The City shall pay all other fees and costs unless otherwise specified or amended by this Article
- c. The City shall provide transportation to out-of-town locations assigned.
- d. When the attendance at an assignment is held away from home, or when a member is required to take his/her meal away from home, said meals shall be paid for by the City for each day of attendance, unless such meals are included in the registration and application fees covering the assignment, to a maximum of:

Breakfast	-	\$ 3.00
Lunch	-	\$ 5.00
Dinner	-	\$8.00

upon the submission of supporting receipts.

39.4 Members attending assignments under this article shall be paid at a rate of pay on the following basis:

- a. A member attending an assignment during his/her regularly scheduled tour of duty shall be paid:
  - (1) For the actual number of hours, computed to the nearest quarter (1/4) hour. If the time applying to the assignment exceeds eight (8) hours, the employee(s) shall be paid for all hours in excess of eight (8) hours, combining the school or assignment and his/her regular scheduled tour of duty at the rate of time and one-half. A training assignment between six (6) and eight (8) hours in length shall be considered an eight (8) hour duty day.
- b. A member attending an assignment on a day he/she is scheduled for a regular tour of duty but the assignment does not occur during the scheduled working hours shall be paid:
  - (1) For the actual number of hours, computed to the nearest quarter (1/4) hour, if the assignment is six (6) hours or less, he/she shall work his/her regularly scheduled tour of duty. For any hours that an employee works in excess of eight (8) hours combining the school or assignment and his/her regularly scheduled tour of duty he/she shall be paid at the rate of time and one-half.
  - (2) For eight (8) hours if the time applying to the assignment is greater than six (6) hours and up to eight (8) hours, he/she shall not work his/her regularly scheduled tour of duty.
  - (3) For the actual number of hours, computed to the nearest quarter (1/4) hour, if the time applying to the assignment exceeds eight (8) hours, he/she shall not work

his/her regularly scheduled tour of duty. All hours in excess of eight (8) hours shall be paid at the rate of time and one-half.

c. A member attending an assignment on a regular day off or a vacation day shall be paid for the actual number of hours applying to the assignment. In the event this day off is a regularly scheduled vacation day, the employee shall be entitled to reschedule the vacation day regardless of the number of hours applying to the assignment.

d. The time is computed beginning with the time of departure from police headquarters and ends at the time of return to police headquarters.

39.5 Medical Surveillance While Assigned to the Shooting Range. In an effort to support safe workplace practices, the City of New London will institute a medical surveillance program for all Police Officers assigned to the shooting range as part of its comprehensive measures to prevent lead-related disease. This medical surveillance program shall identify potentially “at risk” employees, and provide them with medical examinations, consultations, and follow-up blood sampling in accordance with the OSHA Lead Standard for General Industry 29 CFR 1910.1025.

The “Baseline Medical Evaluation” of each participating employee shall include all components listed in the documentation provided by the Lawrence & Memorial Hospital. Currently such medical evaluation includes a Comprehensive Health History, a Complete Physical Exam, a Pulmonary Function Test, Blood Lead Level/ZPP, Hemoglobin & Hematocrit, Blood Urea Nitrogen, Serum Creatinine, and Routine Microscopic Urinalysis. This medical evaluation and any follow-up periodic monitoring does not and shall not include any form of drug or alcohol testing.

39.6 Police Department POST Certified Instructors planning to train or perform teaching functions in their certified topic area outside the Department are required to advise the Chief of Police in writing prior to such scheduling for acknowledgment and notification.

- a. There shall be no self scheduling outside the department without notification to, and acknowledgment from the Chief of Police.
- b. Police Department POST Certified Instructors who perform or assist with Department Training shall be those assigned and scheduled by Training Officer with approval of the Police Chief.
- c. There shall be no self scheduling for teaching or training within the Department unless authorized and approved by the Training Office.
- d. All Department POST Certified Instructors are required to submit and maintain lesson plans of respective area of certification to the Training officer and ensure the materials are updated and reflect advances in each area of specialization.
- e. The Department Training Officer shall maintain updated files for each Department POST Certified Instructor.

**ARTICLE XL**  
**POLICE CAPTAINS**

40.1 Police Captains. Police Captains shall continue to be afforded all rights, privileges, and benefits provided within this collective bargaining agreement, and Captains' wages shall be adjusted in accordance with contractual wage increases applicable to the entire bargaining unit.

40.2 In accordance with the June 5, 2005 Agreement, there shall be three (3) Police Captains, one assigned to each of the three department divisions, as determined by the Chief of Police. The duties and responsibilities of the Captain Division Commanders shall be in accordance with the revised job description. In the event that a Police Captain is absent, one of the other Captains shall be assigned to supervise the Division(s), as determined by the Chief of Police.

The job description for the position of Police Captain bears professional responsibilities that differ significantly from other position in the bargaining unit. Captains have interchangeable authority over Divisions as assigned by the Police Chief, supervise other divisions during periods of absence, and serve as role models for all subordinates within the Department.

40.3 Captains who perform duties and assume responsibilities generally assigned to the Deputy Chief of Police will not receive additional salary compensation for such tasks. However, upon negotiating the impact of the reduction of duties due to the reinstatement of the Deputy Chief's position, no reduction in base salary compensation for the Captains shall occur.

40.4 Captains shall work 0830 to 1630, Monday through Friday, with Saturday and Sunday off. Captains may flex their schedule, adjusting their regular hours to satisfy program requirements, special situations, personal needs, general assignments, and direct attendance as regularly scheduled meetings.

40.5 Call-in duties shall be paid at 3 hours per call in, at straight-time compensatory time up to an initial 96 hours of compensatory time, after which call-ins shall be paid at the time and one-half rate. Accumulated compensatory time must be used or forfeited by the end of each fiscal year.

40.6 Captains shall receive a 10% wage stipend annually as compensation for all off duty telephone calls and related responsibilities. This wage stipend shall be paid 50% on July 1<sup>st</sup> and 50% on January 1<sup>st</sup> of each year, and shall be considered regular wages for purposes of pension and compensation.

40.7 Based upon the rank, responsibility, and accountability intrinsic to the Captain position, Captains shall be afforded the following professional considerations:

- a. Captains may dress in any appropriate attire, in accordance with their daily work activities;
- b. Captains maintain the ability to teach, facilitate and/or attend professional training sessions and training conferences consistent with current working conditions. This professional

training and attendance at yearly conferences does not need to be posted as specified in Article 30 of this collective bargaining agreement.

- c. POST and Firearms Training shall be maintained in the same manner as the Chief of Police;
- d. Captains shall be compensated for police-related meal and travel expenditures at the actual cost of such expenses.
- e. Captains shall be assigned laptop computers and cell phones and may be assigned other technical equipment consistent with their functions and responsibilities;
- f. Captains may use vacation, holiday, or sick time in any time increment.
- g. Captains shall be compensated as specified above for approved off-site police related work, i.e., home, sub-station, library, boat.
- h. Captains shall be assigned a department vehicle, as they are required to respond at any time if called upon for critical incidents. Captains may utilize the vehicle both on and off duty; however, such use may not include or be related in any manner to any private, for-profit business activity. The vehicle shall be parked at the Police Department during periods when a Captain is away from home for extended periods, including vacation leave. The Captain assigned to a vehicle shall be responsible for its day-to-day appearance and condition, excluding mechanical maintenance. Failure to maintain internal and external appearance shall be grounds for revocation of the take-home privilege.

**ARTICLE XLI**  
**MASTER POLICE OFFICER**

41.1 The Title “Master Police Officer” recognizes police officers fairly and uniformly for years of service to the Department, and to encourage a positive attitude and sense of pride in each officer and the Department the following mandatory uniform changes have been adopted:

- a. The use of Master Patrol Officer (MPO) service stripes to recognize years of police service will be implemented in accordance with the following criteria:
  - 1. One stripe with star below shall be permitted to be worn for twenty (20) years of continuous service from date of hire with the New London Police Department.
  - 2. Master Patrol Officer (MPO) stripes shall be worn on sleeves in the prescribed military manner on long sleeve shirts, jackets, sweaters and dress blouses.
  - 3. Officers shall be recognized by the Chief of Police as Master Police Officers and authorized to wear such stripes that ensure appropriate years of service are recognized for each twenty (20) years of service.

4. MPO stripes are mandatory and may be purchased from an officer's clothing allowance.
5. MPO stripes shall be non-supervisory and based solely upon years of service. The MPO designation shall not constitute a civil service position.

## **ARTICLE XLII** **PENSIONS**

42.1 Pension Plan. Employees shall be covered by the Municipal Employees Retirement System ("MERS"), which shall be administered in accordance with applicable law. All disputes involving interpretation or application of MERS to members between the City and the Union, or employee (s) shall be resolved in accordance with the procedures specified in the plan or by applicable law and shall not be subject to arbitration under this Agreement.

42.2 Disability Pension. For all police union employees who retire or have retired as a result of a service-connected disability accepted by MERF, the City shall provide both medical and dental insurance coverage. Said coverage shall be equal to the group health insurance benefit received by the employee when s/he was an active bargaining unit member.

Employees who have applied for a disability retirement that has not yet been accepted by MERF shall continue to contribute the same premium cost-share as an active bargaining unit member. Upon acceptance by MERF, the total premium cost-share amount paid after retirement shall be reimbursed to the employee.

Upon reaching the age of eligibility, Medicare shall become the primary health insurance coverage for such retired employees, in accordance with the City's standard practice for all retirees. Employees with a service-connected disability retirement, who are not eligible for Medicare, shall be transferred to the City's regular retiree health plan upon reaching age 65.

## **ARTICLE XLIII** **GENERAL PROVISIONS**

43.1 Employees who may be required to attend any Court or hearings, meet with Court officials or investigators for any purpose as it relates to official police business, during their off duty hours shall be paid a minimum of four (4) hours pay at the rate of time and one-half less any amount paid for under state statutes or any other payments received for attending Court hearings.

43.2 Each employee shall be required to maintain a working telephone in his/her residence and to provide the Chief or his/her designee with his/her current address and telephone number and shall, within fourteen (14) days of any change, report such change in writing to the Chief or his/her designee. Upon request, the Union shall be provided with a copy of the current roster.

\_ Flu shots and blood pressure screenings will be administered once per year, for two (2) hours at a time at several locations throughout the City Departments, one of which shall be the Police Department.

- a. Specific hours of availability shall be determined by the provider, however the shots and screenings shall be administered twice in the early morning and twice in the afternoon.

**ARTICLE XLIV**  
**PAST PRACTICE**

44.1 In addition to the continuation of all benefits not expressly provided for in this Agreement under Article XXVII, the City hereby agrees to maintain in full effect and without modification all conditions of employment not expressly provided for herein as established by the prior or past practices between the parties.

**ARTICLE XLV**  
**CIVILIAN DISPATCHERS**

45.1 To promote the efficiency of the New London Police Department, Local #724, Council #15, AFSCME, AFL-CIO, and the City of New London agree that the city may hire Civilian Dispatchers to do Police Dispatching providing the Police Officers relieved of the dispatching function will be reassigned to a new permanent assignment known as Headquarters Post as indicated in the Chiefs Memorandum establishing such post, (dated January 13, 1985).

45.2 No regular duty sector or post shall be assigned to the police console. In the event the City must rely on utilizing a Police Officer to perform overtime duty on the Police Console, from the overtime list, the following compensation rates will apply:

- a. If duty is performed voluntarily, the employee will be paid his regular hourly rate at time and one-half (1 ½).
- b. If duty is performed as a result of being ordered in, the employee will be paid his regular hourly rate at double time.
- c. When duty is performed on Independence Day, Christmas Day and New Year's Day, the employee will be paid his regular hourly rate at double time and one-half.

When the City calls an employee for overtime, extra duty or private duty and reaches an answering machine, the City shall leave a message and the call shall be considered a no contact.

**ARTICLE XLVI**  
**DURATION**

46.1 This Agreement shall be in effect from July 1, 2007 through June 30, 2011, and shall upon its effective date specifically supersede the predecessor agreement between the parties effective July 1, 2003 through June 30, 2007.

46.2 Either party wishing to amend or modify the Agreement shall notify the other party, in writing, no more than one hundred eighty (180) days nor less than one hundred fifty (150) days

prior to such expiration. Within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the City and the Union negotiating committee for the purpose of negotiating such amendment or modification.

46.3 The parties agree to a non-binding contract re-opener regarding non-wage-related contractual issues.

\_\_\_\_\_  
The Honorable Martin Berliner, City Manager  
For the City

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

\_\_\_\_\_  
Bernadette Welch, Personnel Coordinator  
For the City

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

\_\_\_\_\_  
Marshall Segar, President  
For the Union

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

\_\_\_\_\_  
Ken DeLorenzo, Staff Attorney  
For Council #15, AFSCME, AFL-CIO

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