

AGREEMENT
BETWEEN
THE TOWN OF GLASTONBURY, CONNECTICUT
AND
GLASTONBURY POLICE OFFICERS ASSOCIATION

FOR THE PERIOD
July 1, 2017- June 30, 2021

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1.0 AGREEMENT

1.1 The following Agreement, by and between the Town of Glastonbury, Connecticut (hereinafter referred to as the "Town"), and the Glastonbury Police Officers Association (hereinafter referred to as the "Union"), is recorded in written form to meet the requirements as set forth in Section 7-470(c) in the Municipal Employees Relations Act in the General Statutes of Connecticut. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the Town and to continue to provide effective service in the public interest.

2.0 UNION RECOGNITION

2.1 The Town recognizes the Union as the sole and exclusive bargaining agent, for the purpose of collective bargaining on behalf of all regular full-time Dispatchers, all regular full-time sworn Police Officers, up to and including the rank of Lieutenant, employed by Town of Glastonbury and the full-time Animal Control Officer, and that said Union is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment. The Union recognizes the Town Manager or Town Manager's designated representative or representatives as the sole and exclusive representative of the Town of Glastonbury, Connecticut, for the purposes of collective bargaining. It is recognized that the nature of police functions create conditions not found in other employment and many benefits relating to such conditions will normally apply to such personnel.

The term "employee" as used in this Agreement, means any regular full-time employee in the bargaining unit, including probationary employees.

3.0 MANAGEMENT RIGHTS

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

- (a) To determine the organization and standards of departmental services and to manage its operations.
- (b) To determine the purchase, care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.

- (c) To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem necessary and advisable for the efficient operation of the department.
- (d) To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
- (e) To determine the standards of selection for employment and to select and determine the number of types of employees required or necessary to perform the town's operations.
- (f) To employ, direct, schedule, assign, appoint, discipline, demote, suspend, discharge, or otherwise discipline for just cause, transfer or promote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the town or department.
- (g) To establish or amend and enforce rules and regulations for the maintenance of discipline and performance of work in accordance with the requirements of the town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Amendments to these rules and regulations shall be negotiated with the Union.
- (h) To determine the content of job classifications and ensure that incidental Police and Dispatcher duties shall be performed by employees.
- (i) To fulfill all of the Town's legal responsibilities.
- (j) The Town shall have the right to join a regional dispatching system provided no current employee shall suffer a loss of employment as a result of such decision. In the event that the Town develops a specific proposal to do so, the Town shall notify the Union and, upon request, bargain with the Union over the impact of the decision.

3.2 The rights, responsibilities, and prerogatives which are inherent and are not subject to delegation, in whole or in part, by the Town Council and the Town Manager by virtue of Statutory and Charter provisions. Such rights shall not be subject to review or determination in any grievance or arbitration proceeding but the manner of exercise of such rights shall be subject to the grievance procedure described in this Agreement.

4.0 SERVICE FEES AND DUES DEDUCTION

- 4.1 All members of the Bargaining Unit shall, as a condition of continued employment, either become and remain a member of the Union to the extent of paying the monthly dues uniformly required of all members or, as a condition of continued employment, pay to the Union a service fee equivalent to the amount of Union dues, such requirement to become effective thirty (30) days after ratification of this Agreement by both parties, or thirty (30) days after the employee's date of hire in the Bargaining Unit, whichever appears later.
- 4.2 The Union agrees to indemnify and hold the Town harmless for any loss or damages arising from the operation of this section.
- 4.3 The Town 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 their Union. Such deductions shall continue for the duration of this Agreement. When an employee does not have sufficient money due him/her after deductions have been made for pension or other deductions required by law, Union dues for such deduction periods shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the Town for errors made in the processing of deductions unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made.
- 4.4 The deduction period for any month shall be made on a per payroll basis and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the 7th day of the next month following said deduction. Deductions shall be remitted to the G.P.O.A.
- 4.5 The Town further agrees that it shall provide the Union with the names of all new employees at least three (3) full working days prior to the effective date of their hire, wherever practical. In any event, the Town agrees that it shall notify the Union of the names of new employees no later than the date that the new employee reports for work. The Town shall also provide the Union with the work site and location of new employees whenever it is practical to do so.

5.0. NO DISCRIMINATION

- 5.1 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of age, sex, sexual orientation, gender identity or expression, marital status, race, color, disability, genetic information, religion, creed, national origin, political affiliation, military service/veteran status, residence, union membership or any other group protected by local, state, or federal law, except on the basis of a bona fide occupational qualification or business necessity.

6.0 POLICE PROFESSIONALISM

6.1 The Town Manager, Chief of Police, police officers, dispatchers, and the full-time Animal Control Officer of the Glastonbury Police Department recognize that law enforcement is a profession that is dedicated to and responsible for the protection of life and property in the community. As such, the parties agree that differences shall be resolved by peaceful, appropriate and lawful means without interruption of the established responsibilities and activities of the department.

7.0 NO STRIKE/LOCK OUT

7.1 The Union agrees it will not call or support any strike, work stoppage or work slowdowns against the Town at any time. The Town agrees that it will not lockout or support any lockout of any employee or employees at any time.

8.0 WAGES

8.1 The following general wage adjustments to the wage scales will be implemented effective July 1, 2017 as outlined in Appendix A:

Effective July 1, 2017	2.0%
Effective July 1, 2018	2.0%
Effective July 1, 2019	2.0%
Effective July 1, 2020	2.25%

Wage adjustments will be paid retroactive to July 1, 2017 and July 1, 2018 upon signing of this agreement by both parties.

There shall be no retroactive wages for Private Duty. Updated Private Duty rates will be effective upon ratification of the Agreement by both parties.

8.2 Effective January 1, 2020 and 2021, salary market adjustments will be made for the ranks of Police Officer, Agent, Sergeant, Lieutenant, and Animal Control Officer as follows and as outlined in the Appendix A wage scales:

	Police Officer	Agent	Sgt.	Lt.	ACO
1/1/20	\$500	\$750	\$750	\$1000	\$750
1/1/21	\$500	\$750	\$750	\$1000	\$750

8.3 For employees not at the maximum of the wage range for their position, a step advancement in salary within a pay range may be awarded in recognition of meritorious service.

However, the Town Manager, on advice from the Chief of Police and based upon evaluation of job performance, may withhold all or part of any increment or may award an increase greater than the normal increment.

8.4 Each employee shall be eligible to advance to the next step in the salary range based on the employee's anniversary date in grade subject to Paragraph 8.3.

8.5 Wage scales are as provided in Appendix A.

9.0 WORK SCHEDULE

9.1 The regular work schedule for the patrol division shall be four (4) consecutive days on followed by two (2) consecutive days off. The regular work day shall consist of eight and one-half (8-1/2) consecutive hours with a one-half (1/2) hour lunch break.

There shall be three (3) shifts as follows:

"A" - 11:00 p.m. - 7:30 a.m.

"B" - 7:00 a.m. - 3:30 p.m.

"C" - 3:00 p.m. - 11:30 p.m.

There shall be a minimum staff of the following:

"A" - One (1) supervisor, three (3) patrol officers.

"B" - One (1) supervisor, three (3) patrol officers.

"C" - One (1) supervisor, four (4) patrol officers.

Probationary officers, participating in the F.T.O. Program as a rider, will not be included in the shift complement for the proposed above mentioned shifts.

If the schedule permits, additional personnel may be assigned with the "CA" car or an "A-5" car with hours of 6:00 p.m. to 2:30 a.m. These hours may be adjusted by the supervisor to accommodate shift workloads.

9.2 The bid system, as defined in Appendix B, will be used to determine the shift assignments of officers in the patrol schedule.

9.3 The regular work schedule for the Traffic Unit shall consist of an eight (8) hour day, And days on and off as currently practiced.

9.4 The regular work schedule for investigators shall be an eight (8) hour day, two (2) week rotation, as currently practiced.

9.5 The regular work schedule for youth officers shall be an eight (8) hour day, as currently

practiced.

- 9.6 The regular schedule for civilian dispatchers shall be five (5) consecutive days on followed by two (2) consecutive days off, eight (8) hours per day with a one-half (1/2) hour paid lunch.

The schedule shifts are:

- "A" - 11:00 p.m. to 7:00 a.m.
- "B" - 7:00 a.m. to 3:00 p.m.
- "C" - 3:00 p.m. to 11:00 p.m.

Dispatchers shall rotate monthly pursuant to current practice.

- 9.7 The regular work schedule for the full-time Animal Control Officer shall be Monday through Friday, 8:00 a.m. to 4:00 p.m. with a one half (1/2) hour paid lunch.
- 9.8 The Court Officer and officers assigned to administrative functions normally work five (5) consecutive days, Monday - Friday, with Saturday and Sunday off, with one-half (1/2) hour paid lunch. Lieutenants will work a schedule established by the Captain as currently practiced.

Beat Assignments: Newer patrol officers will be assigned to each of the three districts, for a period of time assigned by the Chief, or his designee, to allow them to learn the district assignments. Beat assignments will be determined by each shift supervisor. Each shift supervisor will submit to the field lieutenants, the primary and backup officers in each area. This will be done no later than twenty (20) days prior to the beginning of each bid rotation.

- 9.9 In the event that an employee is required to perform training exercises while off-duty, he/she shall be paid for training hours according to the current Agreement. Work schedules may be modified to accommodate training opportunities for employees when mutually agreed.
- 9.10 An employee may work for or exchange working time with another employee providing:
- (a) Patrol Officers shall only exchange working time with other members of the rank of Patrol Officers or Agents who are not working as the Shift Supervisor. Shift Supervisors desiring to exchange working time, may do so only with individuals qualifying to serve as Shift Supervisor.
 - (b) No additional cost in any respect shall be imposed upon the Department or Town.
 - (c) That the employees entering into such an agreement shall notify the Chief, or his designee, under whose jurisdiction such exchange or substitution shall occur on forms provided by the Department, of such exchange or substitution at least eight (8) hours in advance of the effective date and time of such exchange or substitution.

Such swaps shall occur within the pay week. The Chief or his designee's approval shall not be unreasonably denied.

- 9.11 The following shall govern requests for release from duty and payment while off- duty to attend hearings or court proceedings:

Criminal Cases:

- a. The Town will release an officer from duty with pay to appear in court in a criminal matter when the officer is subpoenaed by the State to appear in connection with the performance of his/her law enforcement duties. Any witness fee paid to the officer shall be turned over to the Town.
- b. An officer who is off-duty and subpoenaed to appear in court in connection with the performance of his/her law enforcement duties, will be compensated for all hours spent in court with a minimum of two (2) hours overtime pay minus the forty dollars (\$40.00) witness fee paid directly to the officer by the State.

Civil Cases:

- a. The Town will release an officer from duty with pay to attend an administrative hearing or court proceeding in a civil matter, when the employee is appearing on behalf of the Town and the Town mandates the employee's appearance. If the employee is mandated to attend while off-duty, he/she will be compensated for all hours spent at the hearing or court proceeding with a minimum of two (2) hours overtime pay.
- b. An officer who testifies in an administrative hearing or court proceeding, under subpoena by civil counsel in a civil matter which involved the performance of the officer's duties as a police officer for the Town, will either be released from duty with pay or if off-duty, will be compensated for all hours spent at the hearing or court proceeding with a minimum of two (2) hours overtime pay minus any witness fee or other compensation paid directly to the officer, subject to the following:

The Town may bill the party that subpoenaed the officer. Any payment received, even if directed to the officer, shall belong to the Town.

No payment shall be made when the officer is a complainant or plaintiff in an action against the Town, or when the officer is a witness in such action and has not been mandated by the Town to attend.

Grievances, Arbitrations and Labor Board Conferences/Hearings:

- a. The Town shall release an employee from duty with pay to attend an arbitration hearing or an informal or formal hearing before the State Board of Labor Relations (SBLR) when the employee is appearing on behalf of the Town and the Town mandates the employee's appearance.
- b. The Town shall release a grievant from duty with pay to attend a grievance meeting or grievance arbitration hearing.
- c. The Town shall release the Union President or designee with pay for the purpose of attending a grievance meeting, grievance arbitration or SBLR hearing.

Release Without Pay: If an employee is not eligible for release with pay as provided above, the Town will release the employee from duty without pay to attend one of the proceedings identified above if the employee is a party or a witness. Early dismissal or leave without pay for this purpose shall be without prejudice to the employee. An employee who is eligible for release from duty without pay may instead elect to receive compensation by using personal leave or vacation time.

Notice of Subpoena or Requests for Release: An employee who receives a subpoena shall promptly notify the Division Commander and provide a copy of the subpoena as well as any other information needed to determine eligibility for payment or release from duty. An employee who is not subpoenaed but requests time off under this section shall submit a written request to the Division Commander for approval two (2) weeks in advance or as soon as the employee receives notice of the scheduling of the matter.

- 9.12 (a) Employees may not work more than seventeen (17) hours in a twenty-four (24) hour period unless waived by the commander responsible for the work assignment or his designee. In special cases such as major disasters, hostage situations, major investigations or below minimum staffing, the Chief or his designee may waive this rule.
- (b) Waivers - All waivers must be made with the safety of the Town citizens with the good of the Police Department in mind and without putting officers at risk. Where midnight shift hours are part of the consecutive time worked, the waiver will be more restrictive than for consecutive time during normal waking hours.

Waivers will be made based on the need to fill a position and the unavailability of any other officers. At no time will a waiver be allowed when another officer, who would not require a waiver, is available.

10.0 OVERTIME

10.1 All overtime shall be paid at the rate of time and one-half (1-1/2) except as modified below:

- (a) Overtime pay shall be paid for all work performed in excess of eight (8) hours per

day, or forty (40) hours per week with the exception of police officers on the 4/2 schedule. Police officers on the 4/2 schedule shall be paid overtime for work performed in excess of eight and one-half (8-1/2) hours per day, or their regularly scheduled hours per week.

10.2 There shall be no pyramiding of overtime pay.

10.3 A week shall be defined as a seven (7) day cycle.

10.4 Overtime will be filled according to the procedures in Appendix C.

11.0 STAND-BY AND CALL-OUT PROCEDURE

11.1 Police officers will be on active standby as designated by supervision. For each instance where the police officer is on active standby and returns to work after the regular work shift, the police officer will be paid, at the officer's applicable overtime rate, a minimum of four (4) hours pay. In addition, the officer will be paid four (4) hours pay at the officer's applicable overtime rate for each weekly duty assignment. Failure to respond to the second and subsequent call-outs within a twelve-month period will result in the officer not receiving the four (4) hour standby pay for that weekly assignment.

11.2 Employees who are off duty and not on active emergency standby and are ordered to return to work shall receive a minimum of four (4) hours pay. Such pay shall be at the rate of time and one-half (1-1/2) regardless of the number of hours worked in the week during which the return to work order took place.

12.0 LONGEVITY

12.1 All regular full-time employees shall be entitled to longevity pay in accordance with this schedule:

- \$250.00 - Completion of five (5) years.
- \$400.00 - Completion of ten (10) years.
- \$500.00 - Completion of fifteen (15) years.
- \$500.00 - Completion of twenty (20) years.

12.2 Years of service shall be determined by the anniversary date of employment.

12.3 Payment will be made within the month of July.

13.0 PROBATIONARY PERIOD

13.1 The probationary period shall be regarded as an integral part of the examination process and be utilized for closely observing the employee's work, for securing effective adjustment of an employee to a new position and for rejecting any employee whose performance does not meet required work standards. One (1) month prior to the end of the probationary period, the Chief of Police shall submit a report to the Town Manager

evaluating the work of the probationary employee and shall recommend whether or not the employee should receive regular appointment.

- 13.2 Newly hired police officers shall serve a probationary period of one (1) year after successful completion of the Police Officers Standards and Training Council (POST) course required by Section 7-294(e), Connecticut General Statutes, and shall be subject to discharge and/or discipline for any reason and such discharge or discipline will not be subject to the grievance/arbitration provision of this Agreement.
- 13.3 Newly hired Dispatchers and the full-time Animal Control Officer shall serve a probationary period of one (1) year from the date of employment.
- 13.4 Employees promoted from one classification to a higher classification in the bargaining unit shall serve a test period of one (1) year. However, at the end of six (6) months, the Chief of Police may request that the Town Manager waive the balance of the test period.
- 13.5 Probationary employees shall have their performance evaluated on a monthly basis during the probationary period.

14.0 PROMOTIONAL PROCEDURES

- 14.1 The Town shall provide employees with a written announcement of any promotional process which shall include:
- (a) a description of the position(s) and classification(s) for which vacancies exist;
 - (b) a description of eligibility requirements;
 - (c) a description of the process to be used when selecting personnel for the vacancies.
- 14.2 The Human Resources Department will initiate the promotional process by posting announcements prominently and in a timely fashion. All postings shall be made for a twenty-one (21) day period. Job descriptions shall include duties, responsibilities, skills, knowledge and abilities required in addition to the minimum eligibility requirements. The selection process will include physical fitness testing, and may include a written test, oral panel, assessment center examination or any combination of these tests. Candidates will be notified in advance of the components of the selection process to clearly indicate what they may expect. Information will include: expected duration of the process, format, length and duration of written examination, if any, description of oral interview or assessment center, cutoff scores on written and oral evaluations and the numerical weight assigned to each element of the process. All promotional procedures will be job-related and non-discriminatory. The Town will provide the employee with his/her test results and the test results will be posted.
- 14.3 Upon completion of all examination phases, all candidates achieving a passing mark shall be named to an eligibility list. Eligibility lists shall remain in effect for a period of one (1) year from the examination date. The eligibility list may be extended by the Town Manager or designee for up to an additional six (6) months, so long as no additional

officers become eligible for promotion to that rank during the interval of the extension.

- 14.4 The Town Manager or his designated representative will be furnished a certified list of three (3) names determined from the highest score of candidates, plus one (1) additional name for each additional vacancy from the eligibility list for the position.
- 14.5 Other factors to be considered in the promotional process include evaluation of the candidate's job performance and the assessment of the knowledge and skills acquired on the job, and other pertinent information which will assist the Town in the evaluation of the applicant.
- 14.6 All employees who receive a promotion shall serve a one (1) year test period in accordance with Paragraph 13.4. Any demotion shall be for just cause. A demoted employee shall be entitled to return to their previous position and pay.

15.0 SENIORITY

- 15.1 Seniority with the Glastonbury Police Department shall commence from the employee's date of employment with the department and shall not be diminished by vacation time, sick time, temporary layoff, suspension or any absence authorized by the provisions of this Agreement. Seniority shall be determined within ranks and be determined by time in rank. Seniority shall also accumulate for any authorized leave of absence without pay for up to six (6) months.
- 15.2 Seniority shall be broken when an employee is dismissed for just cause, voluntarily terminates employment, is laid off in excess of two (2) years, or fails to report without justifiable cause upon receiving a recall notice, or upon conclusion of authorized leave. In the event that a member is reinstated after voluntary termination or layoff before two (2) years, said member shall suffer no loss of seniority except for the period of absence.
- 15.3 A master seniority list shall be established by the Chief of Police comprised of all members of the bargaining unit which shall be maintained at all times on a current basis. The list shall be posted from January 1st to January 31st on the Union bulletin board. Objections to the seniority list shall be reported to the Chief of Police on or before February 10th each year or said seniority list stands as posted.

16.0 LAYOFF AND RECALL

- 16.1 Seniority shall apply in case of layoff. In the event of a layoff, the employee with the least seniority in the affected rank shall be identified for layoff. For the purpose of layoff, there shall be three (3) separate seniority groups: (1) all sworn police officers, (2) civilian dispatchers, (3) the full-time Animal Control Officer.
- 16.2 An employee in a terminated position may bump another employee with less seniority in an equal or lower classification within a seniority group.

- 16.3 Employees shall be given at least two (2) weeks' notice before layoffs are made. The Union shall be notified at the same time the employee is notified of layoff.
- 16.4 In the event seniority is equal, the employees' recruitment/promotional test score for the applicable rank shall be the determining factor.
- 16.5 Employees who are laid off shall have recall rights as follows:
- (a) The affected employee shall notify the Town, in writing, at the time of layoff that he/she requests placement on a recall list.
 - (b) Employees who are bumped to a lower rank shall have recall rights to return to his/her former rank. When an employee is bumped to a lower rank, he/she shall be placed on the appropriate pay scale and step that represents the least reduction in pay to the employee.
 - (c) For the period of two (2) years, the affected employee shall have the right to be recalled to the rank from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower rank.
 - (d) For two (2) years, no person shall be newly employed until all persons on the recall list have been notified by certified mail and such persons either are offered re-employment, or decline such employment offer. An employee who declines an offer of re-employment in the same rank as previously employed, shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment.
 - (e) The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the obligation and responsibility of the employee to furnish the Town Manager or his designee with the latest mailing address.

17.0 FUNERAL LEAVE

- 17.1 Leave, not to exceed three (3) consecutive working days, may be granted with pay upon approval of the employee's supervisor to employees upon the death of a member of their immediate family or spouse's immediate family defined as mother, father, sister, brother, son, daughter, spouse, grandparent, grandchild, or relative or other person with whom the employee has a family-like relationship and who is domiciled in the employee's household.
- 17.2 Funeral leave, not to exceed one (1) day, may be granted with pay with the approval of the employee's supervisor upon the death of other relative not in the employee's immediate family.

18.0 UNION LEAVE

- 18.1 Up to three (3) Bargaining Agents shall be allowed to negotiate the Agreement with pay if on duty and shift coverage is not affected. The employees planning to attend the negotiation session must give forty-eight (48) hours advance notice to their supervisor.
- 18.2 Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay, when such members are scheduled to be on duty, for attending to Union business provided that the maximum leave shall not exceed a total of five (5) days per year in the aggregate during the term of this agreement. Requests for such leave shall be made in writing to the Chief of Police as soon as possible but no less than two (2) days prior to the date for which said leave is requested.

19.0 HOLIDAY LEAVE

19.1 The following holidays shall be applicable to Bargaining Unit members:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day

Easter Sunday remains a holiday for the Bargaining Unit consistent with the previous Agreement, however, the full-time Animal Control Officer shall receive all holidays listed above with the exception of Easter Sunday.

- 19.2 Employees shall be granted the option to be paid for a holiday or use it as a vacation day on a straight time basis subject to applicable provision of the Fair Labor Standards Act. This subsection shall not apply to the full-time Animal Control Officer.
- 19.3 Holidays will be observed on the day designated by the Town Manager except for:
 - Employees whose normal work schedule is not Monday thru Friday will celebrate Christmas Day, New Year's Day, and Independence Day on the actual date.
 - Easter Sunday, which is unique to GPOA and will be celebrated on the actual date.
- 19.4 An employee not scheduled to work a holiday who voluntarily works as a replacement for one who is scheduled to work shall be paid in the same manner as one who is scheduled to work. This subsection shall not apply to the full-time Animal Control Officer.
- 19.5 Holiday pay for all employees shall be paid on the basis of eight (8) hours. Police Officers on a 4/2 schedule who are ordered off shall receive holiday pay of 8-1/2 hours.
- 19.6 An employee whose scheduled day off falls on a holiday shall receive eight (8) hours

holiday pay at his/her regular base rate of pay. This subsection shall not apply to the full-time Animal Control Officer.

- 19.7 When a holiday occurs during an employee's regular vacation or paid sick leave, said holiday shall not be charged against the employee's earned vacation time or sick time but charged as a holiday.
- 19.8 An employee who is regularly scheduled to work on a holiday referred to in Section 19.1 and does work, shall receive additional compensation at one and one-half (1-1/2) times his/her hourly rate for all such hours worked.
- 19.9 Double-time for all hours worked shall be paid to employees in addition to holiday pay when they are called in to work on a holiday when it is their regular day off. This subsection shall not apply to the full-time Animal Control Officer.
- 19.10 Whenever, in the discretion of the Town Manager, he/she grants Town employees an early dismissal from work in conjunction with a holiday, all employees under this Agreement shall be paid time and one-half for all hours worked during such dismissal. Employees working during the early dismissal period shall also receive holiday pay on a straight time basis for all hours worked during the dismissal period.
- 20.0 INJURY LEAVE
- 20.1 Injury leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury which has been deemed compensable and which benefits are administered pursuant to the Worker's Compensation Act.
- 20.2 The Town shall supplement payments due an employee under Worker's Compensation Insurance so that the employee will receive full pay during his/her absence for a period not to exceed twelve (12) months.
- 20.3 In the event of any injury causing temporary disability and absences of less than three (3) days, the employee shall receive his/her regular salary for such periods since payments are not made under Worker's Compensation for such accidents.
- 20.4 In the event of permanent total disability or death resulting from injury or accident deemed compensable and which benefits are administered pursuant to the Worker's Compensation Act, the employee or his/her spouse shall receive for one (1) year supplemental payments so that the sum of Social Security, Worker's Compensation, and supplemental payments equal his/her last regular annual salary.
- 20.5 In the event of permanent total disability resulting from injury or accident deemed compensable and which benefits are administered pursuant to the Worker's Compensation Act, the employee, after one (1) year, shall receive supplemental payments so that said payments annually shall equal 75% of his/her last annual salary, but not to exceed an annual supplemental payment of \$18,750, until such time as he/she reaches normal retirement age, at which time such sum shall be 50% of his/her last annual salary, but not to exceed an annual payment of \$14,000.

- 20.6 In the event of death of an employee resulting from injury or accident deemed compensable and which benefits are administered pursuant to the Worker's Compensation Act, the spouse, provided he/she has children under age 18, shall, after exhaustion of the funds provided in Section 20.4, receive supplemental payments so that the sum of Social Security and such payments annually shall equal 50% of the employee's last annual salary, but not to exceed an annual supplemental payment of \$14,000, and to cease at the time the spouse remarries or the children reach age 18, whichever shall occur first.
- 20.7 All payments on injury leave shall be subject to the same rules and regulations of the Worker's Compensation Insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.
- 20.8 Injury leave shall not be charged to vacation or sick leave accruals.
- 20.9 A Return-to-Work form from a physician indicating the employee's availability to return to work without restrictions must be received by the Chief of Police prior to that employee's returning to work. Modified work assignments will be determined on a case-by-case basis and shall be administered in accordance with the General Order titled "Performance of Limited Duty by Police Officers."
- 21.0 JURY LEAVE
- 21.1 Leave for jury duty shall be granted to employees when they are required to serve. The Town shall provide the difference between the jury pay and their regular pay. This time shall be considered as time worked. Proof of notification of jury service and notice of time served recorded on the employee's time slip shall be submitted to the Department. Employees are required to report to work, if following dismissal from jury service together with reasonable travel time, one half or more of a scheduled workday remains.
- 22.0 MILITARY LEAVE
- 22.1 Military leaves shall be granted up to two (2) working weeks per year for all regular full-time employees who are also members of the National Guard or reserve components of the other military services of the United States when required to serve their annual tour of duty. During this leave, the employee shall be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her total normal salary for the same pay period. Normal full payroll deductions and Town contributions for insurance purposes shall be made by the Town to cover such periods. Copies of orders to active duty shall be supplied to the Chief of Police.
- 23.0 PERSONAL LEAVE
- 23.1 Each regular full-time employee shall be entitled to two (2) personal days each year, calculated on his/her anniversary date.
- 23.2 Personal leave days may be used in conjunction with days off and approved vacation

days provided that such leave does not deplete manpower levels below that deemed adequate.

- 23.3 A reason or explanation for such personal leave will not be required, but employees must request written approval of their supervisor.
- 23.4 Personal leave days may be used in two (2) hour, one-half (1/2) day or full day increments. For employees working an eight and one-half hour schedule, the two (2) hour increment does not divide equally. As a result, the remaining one-half (1/2) hour balance may be added to other personal leave time off.
- 23.5 Unused personal leave days may not be carried from one year to another.
- 23.6 Personal leave days must be requested at least twenty-four (24) hours in advance except that such notice may be waived by a supervisor in cases of emergency.

24.0 SICK LEAVE

- 24.1 Sick leave shall be earned by all regular full-time employees at the rate of fifteen (15) working days per calendar year, credited at .0577 (40 hr/week schedule) or .0613 (42.5 hr/week schedule) per hour of regular earnings, not to accrue on more than forty (40) hours per week or forty-two and one-half (42.5) hours per week for those patrol officers who work the 4-2 schedule, whichever is applicable. Sick leave is accrued based on regularly scheduled hours including vacation leave, sick leave, funeral leave, personal leave, holidays, military leave and jury leave hours. There is no accrual of sick leave based on overtime hours worked. Sick leave shall be taken for minimum periods of one-half (1/2) days.
- 24.2 Sick leave may be used for any sickness, illness, or non-job related accident. It is to be used only for health and medical reasons. The Town will compensate the employee fully when used for the following reasons:
 - (a) When their presence at duty will expose others to contagious disease.
 - (b) If quarantined due to the contagious disease of another person or persons.
 - (c) In the event of illness or injury in the immediate family creating an emergency that requires the attendance or aid of the employee for a period not to exceed five (5) days on each occasion.
 - (d) When injury or illness that is non-job-related prevents the employee from being able to perform his/her duties.
 - (e) Disability or physical incapacity due to pregnancy.
 - (f) Employees may use sick time for physical incapacity of wife due to pregnancy or childbirth.

- 24.3 In order to be paid for such sick leave, an employee must notify his/her supervisor within one (1) hour of the time the employee is expected to report to work unless otherwise specified by the supervisor.
- 24.4 The Chief of Police may require proof of illness for authorized sick leave. Proof of illness or injury will not normally be required for absences of less than three (3) consecutive days in the judgment of the Chief of Police, proof of illness may include a doctor's certificate or other proof of illness from the employee's physician indicating, in layman's terms, the nature and duration of the illness.
- 24.5 When an employee of the Glastonbury Police Department uses three (3) or more consecutive work days for the purpose of family sick leave, the employee will be required to present a doctor's certificate immediately upon his return to duty. The doctor's certificate must specify the medical basis of the family member's illness or injury which created the emergency requiring the attendance or aid of the employee for the time period in question. When sick leave is used in conjunction with funeral leave, the employee may be required to bring in a certificate specifying the medical basis for sick leave.
- 24.6 In the event of serious illness or injury, a Return-to-Work form from a physician indicating the employee's availability to return to work must be received by the Chief of Police prior to that employee's returning to work. Modified work assignments will be determined on a case-by-case basis and administered in accordance with the General Order titled "Performance of Limited Duty by Police Officer."
- 24.7 Abuse of the sick leave privilege shall be considered subject to appropriate disciplinary action, up to and including discharge. Any discharge is subject to the grievance/arbitration procedure.
- 24.8 There will be no accrual of sick leave for any time during which an employee is on leave of absence without pay, either authorized or unauthorized. A time period in which an employee is tardy and unpaid is considered leave without pay, and, sick leave accrual will not occur for that particular time.

24.9 Termination of Employment

(a) An employee shall be entitled to payment of accumulated sick leave, at a rate determined by the schedule below:

Date of Hire	Conditional upon	Percent of Accumulated Sick Leave, Paid	Percent, Applied to Maximum of
On or before October 25, 1982	Retiring, after working continuously* to normal retirement date	The greater of 60%, or 20% for the completion of two (2) years and one (1) % for each additional	1,600 hours

	(*Approved leaves shall not be considered breaks in service)	completed year of service	
Between October 26, 1982 and July 1, 1995	Terminating employment, provided not for cause	20% for the completion of two (2) years and one (1) % for each additional completed year of service	1,600 hours
After July 1, 1995	Terminating employment, provided not for cause	20% for the completion of two (2) years and one (1) % for each additional completed year of service	1,000 hours

25.0 EXTENDED SICK LEAVE

- 25.1 Extended sick leave may be granted at 75% of salary in cases of long-term illness or disability. Such sick leave shall begin on the first working day following exhaustion of all regular sick leave and vacation days accrued.
- 25.2 Extended sick leave shall be figured at the rate of twenty (20) working days for each year of employment, with a maximum accumulation of one hundred twenty (120) days during the employee's tenure with the Town.
- 25.3 Extended sick leave may be granted to women in cases of disability due to pregnancy.
- 25.4 Extended sick leave may only be granted upon the recommendation of the Chief of Police and approval of the Town Manager, taking into account previous record of sick leave and other absences, employee job performance, and/or evaluation by a doctor selected by the employee and/or the Town. Extended sick leave will not be unreasonably denied.

26.0 UNPAID LEAVE

- 26.1 When the interests of the Town can be shown to be benefited, the Town Manager may grant a leave of absence up to one (1) year without pay and fringe benefits to an employee. The employee may continue his/her group insurance coverage at his/her own cost during the leave.
- 26.2 An employee returning to Town service following a leave of absence is eligible to receive and continue accrual of fringe benefits as if he/she had not left Town service except that he/she shall not be credited for such benefits for the tenure of his/her absence.

27.0 VACATION LEAVE

27.1 Regular full-time employees who have completed six (6) months of continuous employment shall be eligible to accrue vacation levels in accordance with the following schedule:

1 year	10 days	11 years	20 days
2 years	10 days	12 years	21 days
3 years	13 days	13 years	21 days
4 years	15 days	14 years	22 days
5 years	16 days	15 years	22 days
6 years	17 days	16 years	23 days
7 years	18 days	17 years	23 days
8 years	19 days	18 years	24 days
9 years	19 days	19 years	24 days
10 years	20 days	20 years	25 days

27.2 Employees will accrue vacation leave days based on regularly scheduled hours (but not more than 40 hours per week or 42.5 hours per week for patrol officers on the 4-2 schedule) including sick leave, vacation leave, funeral leave, personal leave, holidays, military leave and jury leave hours. There is no accrual of vacation leave based on overtime hours worked. Employees will only be allowed to take accrued vacation leave.

27.3 A full-time employee who is on probation as a condition of hire may, after six (6) months of continuous employment, take any earned vacation.

27.4 Requests for vacation leave shall be submitted to the employee's Division Commander by February 15th of each year. Accordingly, division heads shall arrange a vacation schedule within their division. Requests for vacation received after February 15th shall be granted on a "first-come/first-serve" basis.

27.5 Requests for vacation leave must be made twenty-four (24) hours in advance of such leave and must receive division/department head approval.

27.6 Whenever there shall be a conflict in requested vacation dates, preference shall be given to an employee according to seniority as defined in Section 15.0. Full-time employees shall be given preference over part-time employees when conflicts in vacation requests occur.

27.7 An employee who terminates or is terminated after less than six (6) months of employment shall not be entitled to vacation pay upon termination.

27.8 If an employee terminates his/her employment with the Town in good standing, he/she shall be entitled to be paid for any unused vacation time based on the maximum of an eight (8) hour work day. Upon the death of an employee entitled to any unused vacation allowance, the allowance shall be paid to his/her estate.

27.9 No additional salary shall be paid an employee in lieu of vacation since the purpose of a vacation is rest and relaxation.

- 27.10 Employees will be required to take a minimum of five (5) consecutive days of vacation time from their regular earned annual allotment. Police officers working the 4/2 schedule will be required to take a minimum of four (4) consecutive days. For purposes of calculating the consecutive vacation day requirement, holidays will be counted. The Chief of Police may waive this requirement in extenuating circumstances.
- 27.11 Vacation leave accrual does not occur for any hours during which an employee is on leave of absence with pay, either authorized or unauthorized. A time period in which an employee is tardy and unpaid is considered leave without pay, and, vacation leave accrual will not occur for that particular time.
- 27.12 If a holiday which the employee might normally observe occurs during a vacation leave, it shall be treated as a holiday leave and not vacation leave.
- 27.13 If an employee is on vacation and becomes injured or physically incapacitated for three (3) working days or more, he/she shall be permitted to transfer those vacation days to sick days providing the employee has accumulated sick leave, a physician's written verification, and approval of the Chief of Police.
- 27.14 Vacation leave shall be determined by length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and later return shall be considered new employees with no credit for previous service.
- 27.15 Vacation leave may be taken for minimum periods of one-half (1/2) day increments.
- 27.16 Employees may not carry over more than fifteen (15) days from one year's anniversary date to the following year. For extenuating circumstances and subject to the recommendation of the Chief of Police and approval of the Town Manager, an employee may carry over up to five (5) days in addition to the fifteen (15) day annual vacation day carry over. Such additional carry-over may not exceed the three (3) month period following the individual's anniversary date and additional vacation carry-over permitted under this section is not eligible for payment under Section 27.8. Approval of such additional carry-over shall not be unreasonably denied.

28.0 PERFECT ATTENDANCE

- 28.1 Any employee who has a record of three (3) months perfect attendance, not interrupted by sick leave, unauthorized absences, or leaves of absence without pay as measured from January 1st to March 31st, April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, shall be entitled to one (1) vacation day. Each employee has the opportunity to earn four (4) additional vacation days each year.

29.0 INSURANCE BENEFIT

29.1 Premium Sharing

The Town will provide health insurance benefits to employees and their dependents on a cost sharing basis under the benchmark medical plan, defined as the lowest premium cost

traditional plan, described in 29.2 (a), or plans meeting the “or equal” provision of section 29.7.

(a). The employee’s co-share for the benchmark plan shall be as follows:

- Employees hired prior to January 1, 2013 shall pay eighteen percent (18 %) of the applicable premium equivalent, less premium tax
- Employees hired on or after January 1, 2013 shall pay twenty percent (20%) of the applicable premium equivalent, less premium tax

(b). Eligible employees (those hired before July 1, 2019) shall have the option of selecting any of the plans described in section 29.2. However, in addition to the specified co-share of the benchmark plan premium (described in 29.1[a] above), the employee will be required to pay the difference between the total benchmark plan premium and the higher premium for any alternative health insurance plan selected.

29.2 Plan Options

The following plans are available to eligible employees, as described below:

(a) Traditional Plans – Available to employees hired before July 1, 2019

- Anthem Preferred Provider Organization Plan (PPO)
- ConnectiCare HMO
- ConnectiCare Flex

(b) High Deductible Plans – Available to all employees

- Anthem Luminous
- ConnectiCare HDHP/HSA

29.3 Plan Designs and Copays

Effective July 1, 2019 plan designs and copayments are as follows:

(a). Traditional plans (Anthem PPO, ConnectiCare HMO, ConnectiCare POSFlex) copayments:

- Visits

- Primary Care Physician - \$ 30
- Specialist - \$40
- Gynecologist- \$30
- Walk-in/Urgent Care Centers \$40
- Outpatient Rehabilitation - \$30
- Chiropractor - \$30
- Inpatient Hospital Services, \$100 per day up to \$500 per year
- Emergency Room - \$100, waived if admitted

No coverage for Gastric Bypass surgery

- Prescription Drugs
 - Generic - \$15
 - Listed brand - \$30
 - Non-listed brand - \$45
 - Mail Order – 2x copay for 90-day supply

The mail order options available under the referenced plans shall be available to bargaining unit members as provided by the carriers, with copayments subject to applicable plan maximums.

(b) Anthem Luminous and ConnectiCare High Deductible Health Plan/Health Savings Account (HDHP/HSA) design and copayments:

- Annual deductibles
 - Single-\$2,000
 - Double/Family - \$4,000
- Town's annual contribution to HSA
 - Single-\$1,000
 - Double/Family - \$2,000

The Town will make periodic contributions to the employee's Health Savings Account no less frequently than quarterly (the Regular Drop Schedule). However, for new employees entering the HDHP/HSA health plan, or employees switching from a traditional health plan to an HDHP/HSA health plan, to assist the employee establish an HSA balance from which to draw, the Town will follow a different First-Year Drop Schedule, as follows:

- First-Year Drop Schedule
 - 6-month drop (50% of Town's annual contribution) paid in first pay check
HDHP premium is paid
 - After 6 months of HDHP premiums have been paid, the remainder of the Town's contributions will be paid, pro-rated to the next semi-annual date of, January 1 or July 1

- At the following semi-annual date (January 1 or July 1), the employee will be paid according to the Regular Drop Schedule (at least quarterly).

Examples of First-Year Drop Schedule

Example 1: Employee A enters the HDHP on 7/1 and gets a 6-month Town HSA contribution (“drop”) in first pay check the first HDHP premium is paid. At the completion of 6 months (on or about 1/1) she gets a second drop, prorated to 7/1 (6 months). On 7/1, she joins the Regular Drop Schedule.

Example 2: Employee B enters the HDHP on 11/15 and gets a 6-month drop in the first pay check the HDHP premium is paid. At the completion of 6 months (on or about 5/15) he gets a second drop, prorated to 7/1, (6 weeks). On 7/1, he joins the Regular Drop Schedule.

Example 3: Employee C enters the HDHP on 3/1 and gets a 6-month drop in first pay check the HDHP premium is paid. At the completion of 6 months (on or about 9/1) she gets a second drop, prorated to 1/1 (4 months). On 1/1, she joins the Regular Drop Schedule.

- Prescription copayments after meeting deductible-
 - Generic - \$5
 - Listed brand - \$15
 - Non-listed brand - \$30
 - Specialty - \$60
 - Mail order – 2x copay for 90-day supply

The mail order options available under the referenced plans shall be available to bargaining unit members as provided by the carriers, with copayments subject to applicable plan maximums.

29.4 Dental Benefit

The Town will provide dental benefits to all enrolled employees and their dependents on a cost sharing basis with Delta Dental.

(a) The employee’s co-share for the benchmark plan shall be as follows:

- Employees hired prior to January 1, 2013 shall pay eighteen percent (18 %) of the applicable premium equivalent, less premium tax
- Employees hired on or after January 1, 2013 shall pay twenty percent (20%) of the applicable premium equivalent, less premium tax

29.5 Opt Out

In lieu of medical and dental benefits, the Town will offer an opt-out benefit of \$1,000 in payment per year. This is available to any benefits-eligible employee and is payable throughout the year as part of the normal payroll cycle. As part of payroll, this amount is taxable as it increases the employee wages. In addition, this benefit can be terminated if an employee has a qualifying event and needs to re-enroll in the medical and dental plan in the middle of a plan year.

29.6 Pre-tax Contributions

The Town of Glastonbury Section 125 Plan shall be available to all enrolled bargaining unit employees, allowing for the payment of insurance premiums on a pre-tax basis.

29.7 “Or Equal”

All insurance benefits shall be subject to an “or equal” provision which shall allow the Town to effect whatever changes or economies it may deem appropriate provided there is no substantive decrease in the benefit that is provided. The Union shall be provided with ninety (90) days’ notice of changes to health insurance benefits implemented under this paragraph.

29.8 Retiree Health Insurance

(a) Police Officers who separate their service with the Town on or after they reach normal retirement age, will, between age fifty (50) and attainment of the age of initial eligibility for Medicare, be allowed to extend their medical insurance coverage with the Town, provided they have completed ten (10) years of continuous service.

(b) A retiree who was employed prior to January 1, 2013 shall be eligible to participate in the Anthem PPO, ConnectiCare Flex or ConnectiCare HMO or equal plans. The retiree’s co-pay shall be as follows:

- For single or two-person coverage, 30% of benchmark plan
- Retiree opting for family coverage pays 30% of benchmark plan plus 102% of the difference in premium between the two-person and family coverage
- Spouse and dependents on plan at time of retirement eligible to participate
- If divorced, ex-spouse offered COBRA and new spouse may be added to plan, but not dependents
- Upon retiree’s death, COBRA for spouse and qualified dependents who were participants at the time of death

If the retiree chooses any of the other available health insurance plans, other than the benchmark plan, the retiree in addition shall pay the difference between the total benchmark plan premium and the higher premium of any alternative health insurance plan selected.

(c) Employees hired after January 1, 2013, shall be eligible to participate in the Anthem PPO, ConnectiCare Flex, ConnectiCare HMO or equal plans. The retirees’ co-pay for the shall be as follows:

- For single or two-person coverage, sixty six and two thirds percent (66-2/3%) of benchmark plan

- Retiree opting for family coverage pays sixty six and two thirds percent (66-2/3%) of benchmark plan plus 102% of the difference in premium between the two-person and family coverage.
- Spouse and dependents on plan at time of retirement eligible to participate
- If divorced, ex-spouse offered COBRA and new spouse may be added to plan, but not dependents.
- Upon retiree's death, COBRA for spouse and qualified dependents who were participants at the time of death.

If the retiree chooses any of the other available health insurance plans, other than the benchmark plan, the retiree in addition shall pay the difference between the total benchmark plan premium and the higher premium of any alternative health insurance plan selected

- (d) Police Officers participating in the pre-65 health insurance shall provide an annual notarized statement confirming that he/she is not eligible for health insurance benefits from another employer. The annual statement shall provide the name, address and telephone number of the current employer. Failure to provide such notification within sixty (60) days following the anniversary date of retirement shall result in termination of health insurance coverage. Should such termination occur, the retiree shall not be eligible for Town funded health insurance until age 65. All pre-65 health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. This will also apply in cases of self-employment. A Police Officer who was no longer eligible for health insurance benefits from another employer has the option to re-enroll in the Town's pre-65 health insurance provided he/she pays the co-pays specified.
- (e) Dispatchers and the Animal Control Officer who separate service with the Town on/or after they reach age 55, but before age 65, who have completed 10 years of continuous full-time service, will be allowed to extend their medical coverage at their own cost until they reach age 65. The retiree may also elect to pay for medical coverage for his/her spouse and/or children provided the employee had dependent coverage upon retirement.
- (f) At age 65, the Town will provide to bargaining unit members the Anthem Low Option Medical Supplement Plan. The cost of any insurance plan in excess of the Anthem Low Option Plan shall be paid in full by the retiree.

29.9 Group Life Insurance for each employee in an amount equal to \$50,000 with the cost of such insurance paid by the Town.

30.0 EDUCATION BENEFIT

30.1 Within budgetary appropriations, the Town of Glastonbury shall reimburse 75% of the tuition costs to a full-time regular employee for each approved college level course in which a mark of "B" or better is received, provided:

- (a) The course is a job-related subject, the content of which is deemed to be of direct value to the employee and the Town in the performance of the employee's duties. The course must be offered by a college or university which is recognized and accredited by the New England Association of Schools and Colleges.
- (b) The applicant must have been a full-time regular employee for a minimum of one (1) Year.
- (c) Employees receiving tuition assistance shall agree to remain in the employment of the Town for a period of one (1) year following the last completed course or block of training. If said employee should voluntarily leave the service of the Town, he/she shall reimburse the Town for the tuition assistance received within the last year. Such reimbursement shall be returned to the Town within six (6) months of said employee's termination.
- (d) All such courses must be approved by the Town Manager in advance of enrollment to be eligible. It would be to the benefit of the employee to notify the Town Manager of their request for reimbursement prior to the start of the fiscal year budget process so that funding may be adequate.

31.0 EDUCATIONAL INCENTIVE

31.1 Incentive pay for education shall be made prior to January 1st each year in accordance with the following schedule. For education leading to a bona fide degree in Police Science or related field, a Police Officer shall receive:

\$ 250.00	Thirty (30) credits
\$ 375.00	Associates' Degree
\$ 500.00	Associates' plus thirty (30) credits
\$ 625.00	Four (4) year degree
\$1,000.00	Masters' Degree

31.2 For the purpose of interpreting Section 31.1 for all officers hired after July 1, 2002, the term "Police Science or related field" shall only encompass degree programs in the following areas of study:

Police Science	Public Administration
Police Administration	Business Administration
Criminal Justice	Psychology
Law Enforcement	Sociology
Forensic Science	Law
Criminology	Political Science
Education	

31.3 All officers hired after July 1, 2002 having a Bachelors' or Masters' Degree in a field of study other than those specified in 31.2, shall receive the incentive pay equivalent to that of an Associates' Degree.

31.4 Officers separating from service after July 1, but prior to the payment of Educational Incentive, will receive payment pro-rated for the number of months worked during the contract year.

32.0 PENSION

32.1 The pension plan for Police Officers covered under this Agreement is the adopted Town Pension Plan, IN-16461 - Division 004. This plan defines the normal retirement date for police officers as the earlier of: (a) the first day of the month coinciding with or next following the participant's completion of twenty (20) years of service with the Town; or (b) the first day of the month coinciding with or next following the participant's 55th birthday.

32.2 For employees hired after December 13, 2005 and before January 1, 2013, the annual cost of living adjustment in Retirement shall be a maximum of 3.0% per year.

Effective February 1, 2013 for Police Officers that retire after February 1, 2013 and were hired before January 1, 2013, the Cost of Living Allowance (COLA) referenced in Section 11.8 of the pension document that reads "to 55th birthday and age 55" shall be amended to read 57th birthday and age 57.

32.3 The pension plan for Dispatchers covered under this Agreement is the adopted Town Pension Plan, IN-16461 – Division 006.

32.4 The pension plan for the Animal Control Officer (ACO) covered under this Agreement is the adopted Town Pension Plan, IN-16461 – Division 001. The pension plan for any ACO hired on/after 6/1/2013 is the adopted Town Pension Plan, IN-16461 – Division 001A.

32.5 All pension contributions are made under the Town's plan pursuant to IRC Section 414(h) and are therefore not taxable as income to the employee.

The participant contribution to the pension plan shall be as follows:

	Effective	An increase of	From	To
Police Officers	7/1/2019	0.75%	7.75%	8.50%
	7/1/2020	0.25%	8.50%	8.75%
Dispatchers	7/1/2019	0.75%	6.00%	6.75%
	7/1/2020	0.25%	6.75%	7.0%
ACO	7/1/2019	0.75%	5.75%	6.50%
	7/1/2020	0.25%	6.50%	6.75%

32.6 For employees who retire on or after July 1, 1998 and prior to February 1, 2013, the Social Security Offset provision of the pension plan for Police Officers shall be modified so that the offset will be considered at the ages specified below:

- For employees born in years up to and including 1942 -- age 65.
- For employees born in years 1943 through 1959 -- age 66.
- For employees born in 1960 and later -- age 67.

For employees who retire after February 1, 2013 the Social Security Offset provision of the pension plan for sworn officers shall not apply.

32.7 For employees who retire on or after February 1, 2013, the years of service to calculate the pension benefit formula shall be capped at thirty years or seventy-five percent (75%) of final average earnings (2.5% x 30 years = 75%).

Effective the date an officer reaches the 75% cap and continues to work, the employee's pension contribution will be reduced by two and one-half percent (2.5%).

32.8 Pension – New Hires on or after January 1, 2013

- Normal retirement, earlier of 25 years of service or age 55
- 2% of FAE per year to maximum of 70%
- Employee pension contributions are as per Section 32.5
- Sick Leave payout excluded from FAE
- FAE shall exclude Overtime and Private Duty earnings
- Holiday pay shall be included in FAE
- Employee pension contributions shall not be withheld from Overtime and Private Duty earnings
- In lieu of any pension contribution on Overtime and Private Duty wages employees shall make a mandatory contribution as per Section 32.5, to the ICMA 457/IRA for Overtime and Private Duty wages
- The Town will contribute 6.5% of Overtime and Private Duty wages to the ICMA 457 Deferred Compensation Plan or ICMA/IRA. 5 year vesting on the Town contribution
- No Social Security Offset
- No COLA in retirement

32.9 GPOA will have the option to participate in the ICMA Final Payment Program and the ICMA Vantage Care Retirement Health Savings Plan.

33.0 UNIFORMS

33.1 Uniformed personnel shall be provided with uniforms, both original and replacement, from one or more vendors, in accordance with the following conditions:

- (a) The Chief of Police shall post a list of qualified vendors and obtain a price list from each.
- (b) Uniformed personnel shall have the option of acquiring uniforms from any of the vendors on the approved list.
- (c) Purchase orders to acquire such uniforms shall be signed by an authorized supervisor prior to such acquisitions.
- (d) The Town will provide adequate funds for the purchase and cleaning of uniforms and equipment, including cleaning of shirts, averaging \$650.00 per police officer per fiscal year. This includes plain clothes officers. Dispatchers will receive a \$375.00 annual clothing allowance.
- (e) The uniform allowance for police officers, specified under Section 33.1 (d), shall include purchase and replacement of shoes and flashlight. The uniform allowance of dispatchers shall include the purchase and replacement of shoes.
- (f) The Town shall provide an initial issue winter weight uniform jacket to dispatchers.
- (g) All personnel will be responsible for appearance and maintenance of uniforms and equipment.
- (h) The Town will continue to purchase uniforms for the full-time Animal Control Officer in accordance with current practice.

34.0 JOB PERFORMANCE EVALUATIONS

34.1 Entry level probationary employees shall receive monthly job performance evaluations which may not be grieved. Regular employees will receive annual job performance evaluations on the anniversaries of their hire date, which will be discussed with the employee. Resolution of any differences, disputes, or controversy concerning job performance evaluations will initially be sought through the appeals process provided in the Performance Appraisal Manual. Thereafter, any unresolved job performance evaluation dispute will be resolved through the grievance procedure, up to and including Step 3 of Section 35.4. Employees will receive a copy of their performance evaluations.

35.0 GRIEVANCE PROCEDURE

- 35.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to ensure efficiency and employee morale.
- 35.2 A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:
- (a) Discharge, suspension or other disciplinary action.
 - (b) Matters relating to the interpretation, application of the articles and sections of this Agreement. All disciplinary action shall be for just cause.
 - (c) The interpretation and application of rules, regulations and policies of the Police Department or the Town's Personnel Rules.
- 35.3
- (a) Prior to initiating the grievance procedure, the employee, following the chain-of-command, shall discuss the issue with his/her immediate supervisor below the grade of Captain. If unresolved, the aggrieved party may proceed to Step 1 of the grievance procedure.
 - (b) Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein, prior to seeking Union aid, the Union may, at its discretion, process the grievance anew from the first step used.
 - (c) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. The Union President shall be provided with a copy of the settlement.
- 35.4 Grievances shall be settled in the following manner:
- Step 1: Any employee who has a grievance shall reduce the grievance to writing and submit it to the employee's division commander within fifteen (15) calendar days of the date of occurrence and he/she shall use his/her best effort to settle the dispute. The division commander's decision shall be submitted in writing to the aggrieved employee and his/her representative, if he/she is represented, within ten (10) calendar days of the receipt of the grievance.
- Step 2: If the complainant and his/her representative, if represented, are not satisfied with the decision rendered by the division commander, the employee, or his/her representative, shall submit the grievance in writing to the Chief of Police within ten (10) calendar days. The Chief of Police, or his designee, shall within ten (10) calendar days of receipt of the grievance submit his decision to the employee and his/her representative, if represented.
- Step 3: If the complainant and his/her representative, if represented, are not

satisfied with the decision rendered by the Chief of Police, or his designee, the employee, or his/her representative, shall submit the grievance in writing within ten (10) calendar days to the Town Manager, or his designee. The Town Manager, or his designee, shall within ten (10) calendar days of receipt of the grievance submit his decision to the employee and his/her representative, if represented.

Step 4: If the complainant and his/her representative, if represented, is not satisfied with the decision rendered by the Town Manager at Step 3, then only the he/she, or his/her representative, may submit the grievance in writing to the Connecticut State Board of Mediation and Arbitration within thirty (30) calendar days of receipt of the written decision from the Town Manager or his designee's and notify the Town of this action and the decision by the Arbitrator shall be final and binding on the parties.

35.5 The cost of the Arbitrator and his/her direct expenses shall be borne equally by the Town and the Union.

35.6 Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement. That agreement shall specify the unusual or extenuating circumstances requiring that extension.

35.7 If either of the parties related to the grievance process desire to meet for the purposes of oral discussion, a meeting shall be requested and scheduled in accordance with Steps 1, 2, 3 and 4.

35.8 The mediation services of the Connecticut Board of Mediation and Arbitration may be used in the third or fourth step of the grievance procedure provided both parties mutually agree to the desirability of this service.

35.9 The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided herein for employees.

35.10 Employees and the Union shall have the right and choice of representation when representation is desired by either an employee or the Union. The Town shall have the right and choice of representation whenever desired.

36.0 BULLETIN BOARD

36.1 The Town shall provide bulletin board space for the Union for the posting of notices concerning the Union's business and activities.

37.0 PERSONAL PROPERTY

37.1 Personal property and/or clothing damaged or destroyed in the line of duty will be replaced by the Town within two (2) pay periods from the date that such property/clothing is reported damaged or destroyed, provided that such damage or destruction has been immediately reported in writing to the employee's supervisor and

said replacement has the approval of the Chief of Police. The Town's liability to replace damaged property or clothing is limited to \$200.00 per item and \$400.00 per incident.

38.0 TRAINING

38.1 The Glastonbury Police Department and its members, along with the Town of Glastonbury and the public it serves, benefit greatly from training programs and seminars provided to employees. It is the Town's intention to maintain a comprehensive training program. Training will be provided to all employees provided that adequate manpower levels are available and within budgetary restrictions to ensure that a sound and basic framework of knowledge is obtained and to maintain those levels of training associated with distinctive and progressive law enforcement agencies.

38.2 Individuals required to use their personal vehicle for transportation to and from a training site when a municipal vehicle is not available shall be reimbursed at the applicable IRS rate for mileage to and from the training location.

38.3 Dispatchers shall be provided with four (4) hours of training each year.

39.0 DRUG TESTING

39.1 Drug testing shall be administered in accordance with the police drug testing policy, attached and made part of this Agreement as Appendix D.

40.0 LITIGATION

40.1 The Town is required to pay under the provisions of Section 7-465 of Connecticut General Statutes, as it may be amended from time to time. In accordance with the provisions of said section, an attorney designated by the Town shall represent such employee. In the event any employee is prosecuted for a crime allegedly committed by such employee in the course of duty as such and the charge is dismissed or the officer found not guilty, the employee shall be indemnified with the provisions of Section 53-39(a) of the Connecticut General Statutes, as it may be amended from time to time.

41.0 REHIRES

41.1 The Chief of Police and Town Manager may allow the rehiring of a terminated employee without following the formal recruitment procedures provided:

- (a) the rehire is less than one (1) year in time from the termination;
- (b) the employee is placed on one (1) year probation;
- (c) the employee may not be promoted until the completion of one (1) year of service from the date of hire.

42.0 EXTRA DUTY

42.1 Extra Duty shall be administered in accordance with the procedures specified in Appendix E.

42.2 Any officer working an Extra Duty job will be paid the Extra Duty rate in accordance with Appendix A.

42.3 Police Officers assigned by the Chief of Police to act in a supervisory capacity when working extra duty assignments for third party vendors shall be compensated at a rate equal to that officer's applicable overtime rate, up to the maximum hourly Sergeant's rate.

42.4 All extra duty assignments for the Town of Glastonbury interagency work, with the exception of the Board of Education, will be compensated at a rate of time and one half of the officer's pay rate, pursuant to the Fair Labor Standard Act.

42.5 Where an Extra Duty detail calls for the assignment of a supervisor and no supervisor has volunteered for that assignment and the Department has not determined there is an emergency condition which necessitates ordering a supervisor to work that assignment, the senior officer working the detail shall assume the supervisory duties and will be paid his/her hourly overtime rate at time and one-half.

43.0 COMPLAINT PROCEDURES

43.1 Civilian complaint procedures will be handled in accordance with Appendix F.

44.0 GENERAL PROVISIONS

44.1 The Town and Union agree to establish a joint Safety Committee which shall meet to discuss issues of safety and health of Department employees. The Chief of Police has final discretion in all matters relating to health and safety.

44.2 During the term of the Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee.

44.3 The Town shall provide the Union with eighty-five (85) copies of the Agreement.

44.4 Each employee will be given copies of any reports placed in the employee's personnel file.

44.5 Level F disciplinary actions shall be eligible for removal from the applicable personnel file two (2) years following issuance provided no further disciplinary action of a related nature has taken place during the two (2) year period.

- 44.6 Community Service Officers will be used in accordance with Appendix G.
- 44.7 Where there is a close relationship (parent, spouse, significant other or sibling) between two employees, one will not do the evaluation of the other; the evaluation will be done by the next supervisor in the chain of command.

45.0 SEVERABILITY AND STABILITY

- 45.1 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated article, section, or portion thereof.
- 45.2 No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties. Any Agreement must be ratified by the Union membership.

46.0 PRIOR PRACTICES

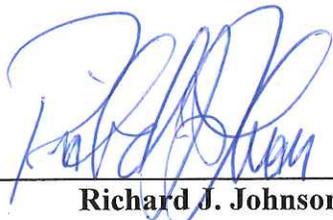
- 46.1 Nothing in the Agreement shall be construed as diminishing any benefit or privilege that employees of the Town have enjoyed heretofore unless such benefit or privilege has been superseded by a provision of this Agreement.

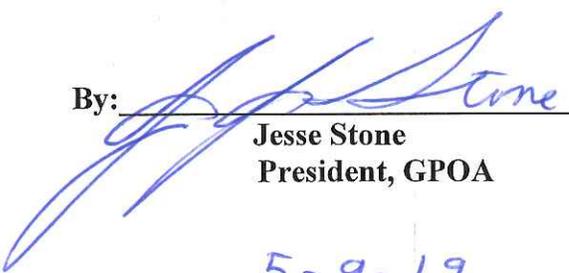
47.0 DURATION

- 47.1 This Agreement shall be binding upon the Town, the Union and the Bargaining Unit employees from the date of signing of this Agreement or the date of issuance of an arbitration award, except in those cases where another effective date is specified. This Agreement shall remain in full force and effect until June 30, 2021

TOWN OF GLASTONBURY

GLASTONBURY POLICE OFFICERS ASSOCIATION (GPOA)

By: 
Richard J. Johnson
Town Manager

By: 
Jesse Stone
President, GPOA

5-9-19
Date Signed

5-9-19
Date Signed

Appendix A

WAGE SCALES

FY 2017-2018

July 1, 2017 - June 30, 2018

POLICE DEPARTMENT

GPOA

GW: 2.00%

	1	2	3	4	5	6	7	8
Police Officer	\$ 32.10	\$ 32.34	\$ 36.53	\$ 37.94	\$ 39.42	\$ 40.87	\$ 41.91	
	\$ 66,768.00	\$ 67,267.20	\$ 75,982.40	\$ 78,915.20	\$ 81,993.60	\$ 85,009.60	\$ 87,172.80	
Agent	\$ 42.61	\$ 43.87	\$ 44.64					
	\$ 88,628.80	\$ 91,249.60	\$ 92,851.20					
Sergeant	\$ 46.07	\$ 47.40	\$ 48.69	\$ 49.47				
	\$ 95,825.60	\$ 98,592.00	\$ 101,275.20	\$ 102,897.60				
Lieutenant	\$ 51.00	\$ 52.39						
	\$ 106,080.00	\$ 108,971.20						
Dispatcher	\$ 25.84	\$ 27.02	\$ 28.28	\$ 29.61	\$ 30.98	\$ 32.42	\$ 32.66	
	\$ 53,747.20	\$ 56,201.60	\$ 58,822.40	\$ 61,588.80	\$ 64,438.40	\$ 67,433.60	\$ 67,932.80	
Communications Supervisor	\$ 33.43	\$ 34.08	\$ 34.71	\$ 35.37	\$ 35.74	\$ 36.05		
	\$ 69,534.40	\$ 70,886.40	\$ 72,196.80	\$ 73,569.60	\$ 74,339.20	\$ 74,984.00		
Animal Control Officer	\$ 23.96	\$ 24.77	\$ 25.58	\$ 26.39	\$ 27.18	\$ 28.00	\$ 28.79	\$ 29.63
	\$ 49,836.80	\$ 51,521.60	\$ 53,206.40	\$ 54,891.20	\$ 56,534.40	\$ 58,240.00	\$ 59,883.20	\$ 61,630.40

Extra Duty – \$50.12 (2016 Rate – No retroactivity)

FY 2018-2019

July 1, 2018 - June 30, 2019
 POLICE DEPARTMENT
 GPOA

GWI: 2.00%

	1	2	3	4	5	6	7	8
Police Officer	\$ 32.74 \$	32.99 \$	37.26 \$	38.70 \$	40.21 \$	41.69 \$	42.75	
	\$ 68,099.20 \$	68,619.20 \$	77,500.80 \$	80,496.00 \$	83,636.80 \$	86,715.20 \$	88,920.00	
Agent	\$ 43.46 \$	44.75 \$	45.53					
	\$ 90,396.80 \$	93,080.00 \$	94,702.40					
Sergeant	\$ 45.99 \$	48.35 \$	49.66 \$	50.46				
	\$ 97,739.20 \$	100,568.00 \$	103,292.80 \$	104,956.80				
Lieutenant	\$ 52.02 \$	53.44						
	\$ 108,201.60 \$	111,155.20						
Dispatcher	\$ 26.36 \$	27.56 \$	28.85 \$	30.20 \$	31.60 \$	33.07 \$	33.31	
	\$ 54,828.80 \$	57,324.80 \$	60,008.00 \$	62,816.00 \$	65,728.00 \$	68,785.60 \$	69,284.80	
Communications Supervisor	\$ 34.10 \$	34.76 \$	35.40 \$	36.08 \$	36.45 \$	36.77		
	\$ 70,928.00 \$	72,300.80 \$	73,632.00 \$	75,046.40 \$	75,816.00 \$	76,481.60		
Animal Control Officer	\$ 24.44 \$	25.27 \$	26.09 \$	26.92 \$	27.72 \$	28.56 \$	29.37 \$	30.22
	\$ 50,835.20 \$	52,561.60 \$	54,267.20 \$	55,993.60 \$	57,657.60 \$	59,404.80 \$	61,089.60 \$	62,857.60

Extra Duty – \$50.12 (2016 rate - No Retroactivity)

FY 2019-2020

GWI: 2.00%

July 1, 2019 - December 31, 2019

POLICE DEPARTMENT

GPOA

	1	2	3	4	5	6	7	8
Police Officer	\$ 33.39 \$	33.65 \$	38.01 \$	39.47 \$	41.01 \$	42.52 \$	43.61	
	\$ 69,451.20 \$	69,992.00 \$	79,060.80 \$	82,097.60 \$	85,300.80 \$	88,441.60 \$	90,708.80	
Agent	\$ 44.33 \$	45.65 \$	46.44					
	\$ 92,206.40 \$	94,952.00 \$	96,595.20					
Sergeant	\$ 47.93 \$	49.32 \$	50.65 \$	51.47				
	\$ 99,694.40 \$	102,585.60 \$	105,352.00 \$	107,057.60				
Lieutenant	\$ 53.06 \$	54.51						
	\$ 110,364.80 \$	113,380.80						
Dispatcher	\$ 26.89 \$	28.11 \$	29.43 \$	30.80 \$	32.23 \$	33.73 \$	33.98	
	\$ 55,931.20 \$	58,468.80 \$	61,214.40 \$	64,064.00 \$	67,038.40 \$	70,158.40 \$	70,678.40	
Communications Supervisor	\$ 34.78 \$	35.46 \$	36.11 \$	36.80 \$	37.18 \$	37.51		
	\$ 72,342.40 \$	73,756.80 \$	75,108.80 \$	76,544.00 \$	77,334.40 \$	78,020.80		
Animal Control Officer	\$ 24.93 \$	25.78 \$	26.61 \$	27.46 \$	28.27 \$	29.13 \$	29.96 \$	30.82
	\$ 51,854.40 \$	53,622.40 \$	55,348.80 \$	57,116.80 \$	58,801.60 \$	60,590.40 \$	62,316.80 \$	64,105.60

Extra Duty - \$53.18

FY 2019-2020

Bumps

January 1, 2020 - June 30, 2020

POLICE DEPARTMENT

GPOA

	1	2	3	4	5	6	7	8
Police Officer	\$ 33.63	\$ 33.89	\$ 38.25	\$ 39.71	\$ 41.25	\$ 42.76	\$ 43.85	
	\$ 69,951.20	\$ 70,492.00	\$ 79,560.80	\$ 82,597.60	\$ 85,800.80	\$ 88,941.60	\$ 91,208.80	
Agent	\$ 44.69	\$ 46.01	\$ 46.80					
	\$ 92,956.40	\$ 95,702.00	\$ 97,345.20					
Sergeant	\$ 48.29	\$ 49.68	\$ 51.01	\$ 51.83				
	\$ 100,444.40	\$ 103,335.60	\$ 106,102.00	\$ 107,807.60				
Lieutenant	\$ 53.54	\$ 54.99						
	\$ 111,364.80	\$ 114,380.80						
Dispatcher	\$ 26.89	\$ 28.11	\$ 29.43	\$ 30.80	\$ 32.23	\$ 33.73	\$ 33.98	
	\$ 55,931.20	\$ 58,468.80	\$ 61,214.40	\$ 64,064.00	\$ 67,038.40	\$ 70,158.40	\$ 70,678.40	
Communications Supervisor	\$ 34.78	\$ 35.46	\$ 36.11	\$ 36.80	\$ 37.18	\$ 37.51		
	\$ 72,342.40	\$ 73,756.80	\$ 75,108.80	\$ 76,544.00	\$ 77,334.40	\$ 78,020.80		
Animal Control Officer	\$ 25.29	\$ 26.14	\$ 26.97	\$ 27.82	\$ 28.63	\$ 29.49	\$ 30.32	\$ 31.18
	\$ 52,604.40	\$ 54,372.40	\$ 56,098.80	\$ 57,866.80	\$ 59,551.60	\$ 61,340.40	\$ 63,066.80	\$ 64,855.60
Police Officer	\$ 500.00							
Agent	\$ 750.00							
Sergeant	\$ 750.00							
Lieutenant	\$ 1,000.00							
Dispatcher	\$ -							
Communications Supervisor	\$ -							
Animal Control Officer	\$ 750.00							

Extra Duty - \$53.42

FY 2020-2021

GWI: 2.25%

July 1, 2020 - December 31, 2020

POLICE DEPARTMENT

GPOA

	1	2	3	4	5	6	7	8
Police Officer	\$ 34.39 \$	34.65 \$	39.11 \$	40.60 \$	42.18 \$	43.72 \$	44.84	
	\$ 71,531.20 \$	72,072.00 \$	81,348.80 \$	84,448.00 \$	87,734.40 \$	90,937.60 \$	93,267.20	
Agent	\$ 45.70 \$	47.05 \$	47.85					
	\$ 95,056.00 \$	97,864.00 \$	99,528.00					
Sergeant	\$ 49.38 \$	50.80 \$	52.16 \$	53.00				
	\$ 102,710.40 \$	105,664.00 \$	108,492.80 \$	110,240.00				
Lieutenant	\$ 54.74 \$	56.23						
	\$ 113,859.20 \$	116,958.40						
Dispatcher	\$ 27.50 \$	28.74 \$	30.09 \$	31.49 \$	32.96 \$	34.49 \$	34.74	
	\$ 57,200.00 \$	59,779.20 \$	62,587.20 \$	65,499.20 \$	68,556.80 \$	71,739.20 \$	72,259.20	
Communications Supervisor	\$ 35.56 \$	36.26 \$	36.92 \$	37.63 \$	38.02 \$	38.35		
	\$ 73,964.80 \$	75,420.80 \$	76,793.60 \$	78,270.40 \$	79,081.60 \$	79,768.00		
Animal Control Officer	\$ 25.86 \$	26.73 \$	27.58 \$	28.45 \$	29.27 \$	30.15 \$	31.00 \$	31.88
	\$ 53,788.80 \$	55,598.40 \$	57,366.40 \$	59,176.00 \$	60,881.60 \$	62,712.00 \$	64,480.00 \$	66,310.40

Extra Duty - \$54.63

FY 2020-2021

Bumps

January 1, 2021 - June 30, 2021

POLICE DEPARTMENT

GPOA

	1	2	3	4	5	6	7	8
Police Officer	\$ 34.63 \$	34.89 \$	39.35 \$	40.84 \$	42.42 \$	43.96 \$	45.08 \$	
	\$ 72,031.20 \$	72,572.00 \$	81,848.80 \$	84,948.00 \$	88,234.40 \$	91,437.60 \$	93,767.20 \$	
Agent	\$ 46.06 \$	47.41 \$	48.21 \$					
	\$ 95,806.00 \$	98,614.00 \$	100,278.00 \$					
Sergeant	\$ 49.74 \$	51.16 \$	52.52 \$	53.36 \$				
	\$ 103,460.40 \$	106,414.00 \$	109,242.80 \$	110,990.00 \$				
Lieutenant	\$ 55.22 \$	56.71 \$						
	\$ 114,859.20 \$	117,958.40 \$						
Dispatcher	\$ 27.50 \$	28.74 \$	30.09 \$	31.49 \$	32.96 \$	34.49 \$	34.74 \$	
	\$ 57,200.00 \$	59,779.20 \$	62,587.20 \$	65,499.20 \$	68,556.80 \$	71,739.20 \$	72,259.20 \$	
Communications Supervisor	\$ 35.56 \$	36.26 \$	36.92 \$	37.63 \$	38.02 \$	38.35 \$		
	\$ 73,964.80 \$	75,420.80 \$	76,793.60 \$	78,270.40 \$	79,081.60 \$	79,768.00 \$		
Animal Control Officer	\$ 26.22 \$	27.09 \$	27.94 \$	28.81 \$	29.63 \$	30.51 \$	31.36 \$	32.24 \$
	\$ 54,538.80 \$	56,348.40 \$	58,116.40 \$	59,926.00 \$	61,631.60 \$	63,462.00 \$	65,230.00 \$	67,060.40 \$

Police Officer \$ 500.00
 Agent \$ 750.00
 Sergeant \$ 750.00
 Lieutenant \$ 1,000.00
 Dispatcher \$ -
 Communications Supervisor \$ -
 Animal Control Officer \$ 750.00

Extra Duty - \$54.87

APPENDIX B

BID SYSTEM

The bid system for patrol scheduling will repeat every three (3) months on or about January 1, April 1, July 1 and October 1. All officers from the rank of sergeant down to Patrol Officer I will receive a bid request sheet at least sixty (60) days before the start of each new bid. Probationary Officer I will not receive bid request sheets. Officers will then have thirty (30) days to submit their bid request to the Field Services Bureau Lieutenants. The available personnel will then be broken down by rank into the following groups: (Sergeants, Agents, Police Officer II, Police Officer I and Probationary Officer I).

Personnel will rank each shift on the bid sheet in order of preference (#1 for their first choice, #2 for their second choice and #3 for their third choice). Each shift will be filled as follows:

Officers will be ranked in order according to the master seniority list, from most senior downward, for their first shift preference. Management will determine the number of patrol officers, agents and sergeants necessary to adequately staff each of the three (3) shifts, in accordance with Section 9.1 of the contract.

There will not be an excess of Police Officer I and/or Probationary Officer I on any shift, in particular "A" shift. In addition, Probationary Officer I will rotate between "B" and "C" shift until they complete their probation and attain regular full-time employee status as a Police Officer I, due to the need for consistent supervision and exposure to activity for effective evaluation during the probationary period.

If there is an excess of officers requesting a particular shift, the officer(s) with the least seniority will be moved to another shift (excluding Probationary Officer I as noted in the paragraph above). The most senior officer(s), who have been eliminated from a particular shift, will be given his/her second bid preference, if there is an opening on that shift. This will continue until each shift has its necessary staffing.

In the event officers assigned to a specialized unit are reassigned to Patrol, every attempt will be made to have the transfers/reassignments coincide with the quarterly bids. If a transfer occurs at a time other than when a bid period starts, the transferred officer will fall into the same seniority bid process as stated above.

If an officer is going to a different shift, he/she will rotate on the first day after his/her days off prior to the start of the bid period. If the days off fall on Saturday or Sunday during the bid change weekend, the officer will start on Sunday, Monday or Tuesday after the weekend days off.

The seniority bid process will be administered by the Field Services Bureau Lieutenants in conjunction with the Union President or his designee.

Shift swapping will be allowed within a pay week, on a day by day basis. Supervisory positions need to switch with other supervisors while area officers may switch with each other. Officers on the same shift can also swap days off within the same pay week. Each daily shift swap or days

off swap needs to be approved by the involved supervisor(s). All approved requests will be forwarded to the field lieutenants.

If an officer wants to swap the remainder of his entire shift during a bid period, the swap request needs to be approved by the field lieutenant. This swap would need to involve the bid requests via the seniority system. An officer can not randomly select an officer on another shift to swap the remainder of an entire shift period. The swap would need to be offered to the most senior officer who had been bumped off the shift in question. In no way will an entire shift swap during a bid period be used to circumvent the seniority system.

EXCEPTIONS: The below listed exceptions are recognized by Union and Management:

1. TRAINING: In the event that an employee is required to perform training while off-duty, he/she shall be paid for training hours according to the current agreement. Work schedules may be modified to accommodate training opportunities for employees when mutually agreed.
2. CRITICAL STAFFING: If management needs to alter staffing on particular shifts for any valid reason, at any time, they may do so according to seniority preferences. For example, to increase midnight shift officers due to crime trends or long term injury to an officer or retirement which adversely affects staffing. This provision shall not be utilized to circumvent the minimum staffing requirements specified in Section 9.1.

APPENDIX C

FILLING OVERTIME

1. PURPOSE

This provision delineates the procedure for Department overtime positions not classified as extra duty. This type of overtime would include, but not be limited to, shift work, surveillance details, special details, etc.

2. DISCLAIMER

This provision is not intended to interfere with established procedures already in use for filling extra duty, investigator call-out, emergency response team call-out, dive team call-out, traffic accident call-out, specialized grants from outside agencies, or other established call-out procedures.

Nothing in this order will prohibit officers from receiving overtime as a result of investigations or assignments received in the normal course of their official duties

3. GENERAL

Overtime is duty paid by the Town of Glastonbury and is defined and paid at a rate of pay as established by the current labor contract between the Town and the Glastonbury Police of Officers Association. The police bargaining unit (GPOA) members have priority over non-bargaining unit members for any overtime related to police activity. The overtime will be assigned according to the following priorities:

- a) Nature and type of assignment.
- b) Employee on days off within the specific unit or squad with the vacancy.
- c) Employee on days off in the Division with the vacancy.
- d) Employee on days off.
- e) Employee of the Division, if the assignment does not violate the maximum hours allowed to work by contract. Employees volunteering to work a double shift would have priority over a mandated shift spin. Employees who work a private duty job are not considered "on days off."
- f) Employee from other units or Divisions

4. PROCEDURE

The commanding officer of each division will maintain a list showing assigned overtime. This list will be maintained in a secure location. Initially, this list will be established based upon seniority of the members of the police bargaining unit (GPOA). Once an overtime position is filled, that employee will be moved to the end of the list.

The Patrol Division Lieutenants will provide a prioritized list to the Patrol Supervisors. This list will then be utilized to fill any Patrol Division overtime positions. Once the list is used to fill an overtime position, the supervisor attempting to fill an overtime position will insure that the last person to be assigned to an overtime position has been re-prioritized according to the above listed priorities.

- a) Overtime will be assigned by a supervisor, or his designee, within the division that has the opening.
- b) The overtime will be assigned based upon the priorities listed above. (section 3)
- c) An attempt will be made to contact each employee in order of the priorities listed above. This list will detail the date, time, and open position to be filled.
- d) A notation will be made on the list regarding the results of the attempted contact with the employee.
- e) When attempting to contact an employee to fill overtime, the employee's home phone number will be called first. If the employee has a pager, the pager number will be called when the employee is not contacted at home. After leaving a message on an answering machine or activating the pager, there is no requirement to wait for a response before calling the next employee on the list.
- f) The first employee to accept the overtime will be assigned.
- g) Employees with higher priority cannot bump an employee already assigned to the overtime position.
- h) In the event that no employee volunteers to work a mandated overtime position, the position will be ordered filled by the employee of the

Division with the vacancy that has the lowest seniority and is available to work. If the vacancy is a patrol shift, the shift will be split by the least senior people scheduled to work on either side of the open shift. An ordered-in split will not affect the employee's placement on the priority list.

i) Once the overtime position has been filled, that employee's name will be placed at the end of the priority list.

j) Jobs that are available with more than forty-eight (48) hours' notice, will be posted on the clipboard in roll call. Any employee who wishes to work these posted overtime positions, will sign up requesting to work the specific job opening. Jobs will be assigned according to the priorities listed above.

5. EXCEPTIONS

In divisions other than patrol, where the use of seniority to determine the forced split of vacant shift may create an unfair burden, a rotation system which fairly distributes forced overtime among the employees of that division may be used.

Employees in specialty units and divisions other than Patrol may voluntarily change their assigned shift to fill a vacancy so long as minimum staffing is maintained on both the shift the employee switched from and the shift the employee switched to .

APPENDIX D

DRUG TESTING POLICY

Whenever the Chief or an immediate supervisor has a reasonable suspicion based on objective facts or direct observation that an officer has a drug dependency problem that is affecting the performance of his/her duties, the Chief may require the officer to submit to drug screening tests for the presence of controlled substances as follows:

- A. The basis of the suspicion and the order for testing shall be presented in writing to the officer.
- B. The officer may request an immediate review of the basis to the Chief.

The testing procedure shall be as follows:

- A. Testing will be at a certified medical facility or lab which will collect the specimen and conduct the tests. The facility shall maintain a written documentation of its chain of custody.
- B. The officer shall observe the medical facility's labeling procedure as follows:
 - 1. Each specimen shall be placed in individual containers or test tubes including a split sample and shall, in the presence of the officer, be sealed, labeled and initialed by the officer.
 - 2. Prior to testing, the officer shall note any prescription and/or over-the-counter drugs used within the last 90 days which may affect the test results.
 - 3. The officer shall be provided with access to a split sample which the officer may take for testing at a laboratory of his/her own choosing.
- C. No test shall be considered positive prior to three (3) separate and independent confirmatory tests, the third of which shall be a gas chromatography and mass spectrometry methodology, or a procedure recognized by the parties as being more accurate.
- D. Should the screening tests result in a negative finding, all records concerning the request and test shall be destroyed.

- E. Should the screening tests result in a positive finding, the Chief may initiate any disciplinary action he deems appropriate. The Chief may also consider rehabilitation. The Union reserves the right to grieve any such action through the grievance/arbitration provisions of this Agreement.

All records of these procedures shall be kept in a separate, confidential file by the Chief. Only the Chief, the officer or the officer's representative shall have access to the file.

The parties agree that this program shall not diminish the rights of any officer under state or federal law or waive any individual's right to file such claims.

The employer agrees to hold the GPOA harmless and bear any expense incurred by the GPOA in defending litigation arising from the failure of the Town to follow the procedures set forth in this policy.

APPENDIX E

RECEIVING AND FILLING EXTRA DUTY REQUESTS

1. PURPOSE:

Establishes the procedures that are used in filling extra duty requests received by the Glastonbury Police Department.

2. GENERAL:

The contract between the Town of Glastonbury and the Glastonbury Police Officers Association will govern the assignment of extra duty. Every effort will be made to provide for a fair and equal distribution of work. Extra duty includes work performed for third parties, to include but not limited to construction traffic and crowd control. It does not include unscheduled emergencies where call-in may be mandated.

3. PROCEDURES:

- A. Personnel from the Field Division Office will assign jobs. The shift commander will assign jobs only in the absence of personnel from the Field Division Office and the assignments cannot wait for their return. All information on job assignments will be kept current and up-to-date.
- B. The jobs will be assigned on a priority basis with high priority jobs being filled first.
- C. The following steps will be taken to provide coverage of extra duty:
 - 1. Extra duty assignments will be posted on sign up sheets. There will be one sheet for each day of the month and maintained on a clipboard in the Roll Call Room. Each day will be broken down into two categories. The first category will be jobs starting between 0000-1559 hours. The second category will be for jobs starting from 1600-2359 hours.
 - 2. Officers will not work more than seventeen (17) hours during a day unless there are extenuating circumstances. The decision to allow an officer to work more than seventeen (17) hours will be made by the Field Division Commander or his designee.

All waivers must be made with the safety of the town citizens and with the good of the Police Department in mind, and without placing police officers at risk. Where midnight shift hours are part of the waiver request, the waiver will be more restrictive than for consecutive time during normal waking hours.

Waivers will be made based on need to fill a position and the unavailability of any other officers. At no time will a waiver be allowed when another officer, who would not require a waiver, is available.

3. Dispatchers and non-sworn personnel will be eligible to work traffic assignments, provided they have received traffic control training. To work crowd control or special events, non-sworn personnel must become Community Service Officers.
4. The primary consideration for assignment of extra duty will be the officer's position in the extra duty card file. Secondary consideration for job assignment will be:
 - (a) First priority will be given to all sworn, full-time police officers from the rank of Lieutenant and below, with the exception that an officer of supervisory rank shall be assigned as a detail supervisor at events as determined by the Commander.
 - (b) Dispatchers (traffic assignments only).
 - (c) Officers above the rank of Lieutenant.
 - (d) Community Service Officers.
5. Administrative and support personnel will be allowed to take time off to work routine traffic jobs and make up time during the week; provided that they do so with their supervisor's permission and it does not interfere with the normal operation of their unit or division. At no time will on-duty personnel be given a job when off-duty officers are available and willing to work the extra duty assignment. Officers changing their hours or days off to work extra duty shall mark their names with an asterisk on the extra duty sign up sheet.
6. Records of extra duty will be kept on a daily basis and extra duty assignments will be based on these records.
7. Extra duty will be assigned from a list of officers who have signed up for work that day, after the names have been prioritized. Only sworn, full-time regular police officers from the rank of Lieutenant and below will have their names prioritized and numbered.
8. Officers on days off will be prioritized first; followed by officers working doubles; then by officers who have changed their work assignments as defined in paragraph #5.
9. Jobs normally will be assigned on Tuesday for the upcoming Friday, Saturday and Sunday. Jobs will be assigned on Thursday for the upcoming Monday, Tuesday, Wednesday and Thursday. Officers must sign up by 1200 hours on Tuesday and Thursday to be considered for posted jobs assigned on the above mentioned days.

10. Officers may sign up at any time when there are no posted jobs. If there is a job posted, after the names have been prioritized and other officers have signed up, all the names will be reprioritized before the job assignment is made.
11. Once a job is assigned, the officer's card in the priority file will be marked. Once an officer has worked the job, their card is moved to the back of the file. If the job is canceled, the officer's card will remain in its position in the priority file.
12. When more than one job is to be filled for a particular day, the officer with the most seniority (from those who will be given a job) will be assigned the more desirable job as determined by the assigning supervisor.
13. In a case where jobs have already been assigned and another job comes in, those officers already assigned will not be allowed to force a switch or bump another officer because they feel the new job is more desirable.
14. Officers who signed up to work an extra job may elect not to work an assignment. They have up to twenty-four (24) hours prior to the start of the job to exercise their option. Otherwise, they will be required to work the job or find a replacement. If an officer elects not to work an assignment, he/she must notify the shift supervisor of their intent in writing. An officer who elects not to work an assigned job after being assigned will be credited with the job and have their card placed in the rear of the priority file.
15. In an emergency, the procedure to fill the job is as follows: Officers who had signed up to work that day, but did not receive a job, will be contacted first. The next group to be called would be officers on a day off. The last group to be contacted would be officers presently working. Officers will be contacted based on their priority on the extra duty sign-up sheet or their priority in the extra duty card file.
16. It may be necessary to order an officer to work an extra duty job in an emergency. The Captain, his designee, or the on-duty shift commander shall determine if there is an emergency.
17. It is the individual officer's responsibility to check the log and the job slip after he/she has signed up for a job, to ascertain whether or not they have received an extra duty assignment, unless the assignment is made late or when the officer is on days off. It shall then be the responsibility of the officer who assigned the job to ensure that the officer is notified.
18. If an officer declines a job offered on a particular day, his/her name will be crossed off for further consideration on that date.

APPENDIX F

COMPLAINTS AGAINST POLICE DEPARTMENT EMPLOYEES

1. PURPOSE

This Appendix delineates the relationship between the Department and the Glastonbury Police Officers Association, and its members, with respect to the investigation of complaints against Department members who are members of the Glastonbury Police Officers Association. Administrative issues concerning the investigation of such complaints are contained in the Department's General Orders.

2. INVESTIGATIVE RESPONSIBILITY

The Department's Captain is responsible for the Internal Affairs function of the agency and will be directly supervised by the Chief of Police. The Internal Affairs function will review any and all complaints against Police Department employees and further, shall be responsible for investigating the following allegations:

- a) Unnecessary or excessive use of force
- b) False arrest
- c) Violations of criminal statutes
- d) Corruption
- e) Gratuities
- f) Serious misconduct
- g) Insubordination
- h) Bias crimes
- i) Racial profiling
- j) Other complaints as directed by the Chief of Police

Supervisors of the Department shall investigate all citizens' complaints involving employees of the Department relating to inadequate service, discourtesy, improper procedure and any other allegations not the responsibility of the Internal Affairs function.

3. EXPEDITED COMPLAINT DISPOSITION (Formerly: "Speeding Case Disposition")

- (a) If, during the initial complaint process, the subject employee's direct supervisor, or the Shift or Watch Commander determines that the complaint is obviously unfounded, not sustained, conciliated or withdrawn, he/she shall:
 - (1) Inform the complainant of the findings during the initial complaint process.
 - (2) Complete a memorandum and attach it to the complaint and other documents, and forward it in a sealed envelope to the Department's Captain.
- (b) The Captain shall prepare a letter for the Chief of Police's signature acknowledging the complaint and confirming the agreed disposition for the complaint. A copy of

the letter will be made part of the complaint and a copy will be provided to the employee.

- (c) This process will not prohibit the Chief of Police from rejecting the disposition recommended by the Captain.

4. NOTIFICATION

- (a) The Captain shall, within two (2) business days, cause a letter to be sent under the Chief of Police's signature notifying the employee of the complaint, unless such notification would adversely hinder the investigation of the alleged incident. The decision not to notify the employee will be limited to the discretion of the Chief of Police and will be used only when such incident requires special investigative techniques which, if the employee knew, would adversely affect the investigation itself.
- (b) The notification to the employee will include the name and grade of the person(s) assigned to conduct the investigation, and the employee's rights and responsibilities relative to the investigation.
- (c) When the completion of the investigation is delayed, a follow-up letter will be sent to the employee giving the current status of the investigation and an estimate of when the investigation will be complete.

5. INVESTIGATION

- (a) All interviews shall be accurately reduced to writing and available as soon as possible following the interview.
- (b) All reports, records and other materials shall be safeguarded as in criminal cases.
- (c) Employees being interviewed relative to a non-criminal investigation shall:
 1. Cooperate as completely as possible with the person conducting the investigation.
 2. Supply the investigator with all requested reports which specifically relate to his official duties.
 3. Assure all questions relevant to the performance of duty are answered.
- (d) Upon completion of a CPI investigation, the investigator shall complete GPD forms CPI-2 and CPI-3 and forward all reports and documents to the Chief of Police who will maintain them in the Internal Affairs file.
- (e) Nothing in this agreement will preclude the Chief of Police from calling in an outside investigative agency such as the State Police, FBI or other federal or state agency, if such action would be in the best interests of the Town of Glastonbury and of justice.

6. INVESTIGATION REVIEW

- (a) The Chief of Police shall review all reports, records and documents concerning the investigation and may accept the findings of the Captain or investigator, or appoint an Investigative Review Board that would be charged with the responsibility of reviewing all documents, reports, interviews, etc., to determine if a complete and thorough investigation had been conducted.
- (b) The Investigative Review Board shall consist of a Captain or Lieutenant, a Sergeant and a supervisory officer selected by the subject officer.
- (c) The Investigative Review Board may call employees as additional witnesses or for clarification of answers given during interviews.
- (d) Upon completion of all hearings preparation of reports, each Board member, individually, shall complete GPD form CPI-3 and the forms shall be attached to the case reports and forward the file to the Chief of Police.
- (e) The Investigative Review Board members shall treat all information gathered as confidential, and will not disclose such information to any unauthorized person.

7. FINDINGS

One of the following shall be recorded for each charge:

- (1) Exonerated: Acts reported did occur but were justified, lawful and proper.
- (2) Unfounded: The investigation indicates the act or acts complained of did not occur or failed to involve police personnel.
- (3) Not Sustained: Investigation did not disclose sufficient evidence to clearly prove or disprove the allegations.
- (4) Partially Sustained: investigation disclosed sufficient evidence to clearly prove at least one of the allegations made was sustained and the employee's actions were in violation of Department Rules and Regulations.
- (5) Sustained: The investigation disclosed sufficient evidence to clearly prove the allegation(s) made in the complaint.
- (6) Conciliation: By effective dialogue between the complainant and the subject employee, in the presence of a supervisor acting as a mediator, there is mutual concurrence that the complaint was resolved.
- (7) Withdrawn: At some point prior to the completion of the investigation, the complainant notifies the Department that he/she wishes the investigation discontinued with the concurrence of the Chief of Police.

8. ACKNOWLEDGEMENT OF CULPABILITY

At any time during the course of the investigation, the subject employee may elect to submit an acknowledgement of culpability or affirmative plea to the charges. Such acknowledgement must be in writing, directed to the Chief of Police.

9. FINAL DISPOSITION

- (a) The Chief of Police shall determine the final disposition of all complaints or allegations.
- (b) The Chief of Police shall notify the subject employee of the final disposition of each charge in writing.

10. LIMITATIONS

- (1) Investigations shall be completed within thirty (30) days [or sooner] with a status report due every seven (7) days to the Chief of Police. In the event [that] an investigation cannot be completed within this period, the Chief of Police may authorize an extension of the time.
- (2) Investigative Review Boards shall complete their review and submit their reports within fourteen (14) days of the date they are convened by the Chief of Police.
- (3) Final disposition of the complaint or allegation shall be completed within fifteen (15) business days of the receipt of the investigation reports or the Investigative Review Board reports by the Chief of Police.

APPENDIX G

USE OF COMMUNITY SERVICE OFFICERS

The following will be assignments for the Community Service Officers of the Glastonbury Police Department:

1. Center Patrol
2. Town Ordinance enforcement at town parks and on town property
3. Parades
 - Traffic Detail:
 - a) All available CSO's
 - b) Essential traffic posts unfilled by CSO's will be posted for regular officers to work
 - Marching Detail:
 - a) Color Guard- 4 Regular Officers
 - b) Off Duty Regular Officers- Voluntary
4. Emergencies
 - a) Traffic and Security for Storms, Floods, Etc.
 - b) Administrative Tasks
5. Bicycle Patrol/Walking Beat
 - a) Always in partnership with Regular Officer
6. Church Traffic/Pre-Memorial Day Flag Detail
 - a) CSO DiBella- special individual service project
7. Extra Duty
 - a) In accordance with Contract

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