AGREEMENT

BETWEEN

THE TOWN OF ROCKY HILL, CONNECTICUT

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS,
LOCAL #316

(ROCKY HILL POLICE DEPARTMENT)

July 1, 2014 – June 30, 2017

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This agreement is between the Town of Rocky Hill, Connecticut, (hereinafter referred to as the Employer), and the International Brotherhood of Police Officers, Local 316 (hereinafter referred to as the Union), for the purpose of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the International Brotherhood of Police Officers, Local 316, in accordance with Public Act 159, " An Act Establishing a Municipal Employees Relation Act".

ARTICLE I

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, pay related benefits and other conditions of employment of all employees of the unit. The Employer and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2. The Unit to which this Agreement is applicable consists of all regular uniformed and investigatory employees, including probationary (excluding layoff or discharge), up to and including Lieutenants, Dispatchers, and Animal Control Officer, but excluding all ranks above Lieutenants and excluding Police Chief, Deputy Chief, Part time Employees, School Crossing Guards and civilian employees.

Section 3. In addition to the specific references to differences in benefits for various members of the bargaining unit, the following provisions do not apply to the Animal Control Officer: Section 1 of Article VII; Sections 3, 4, and 5 of Article VIII; Article XII; Section 4 of Article XIII; Article XVI; and Sections 14, and 15 of Article XX.

Section 4. The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age or handicap. .

ARTICLE II

EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. The members of the Union's bargaining committee who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted a leave of absence without loss of pay or benefits for all meetings between the Employer, its agents or representatives, and the Union for the purpose of negotiating the terms of the contract or any supplements thereto.

Section 2. A Union representative, or the Chief Steward, shall be granted reasonable leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved and to participate in any grievance step as described in this contract or in any consequent arbitration procedures.

Section 3. The Union officers and stewards shall be permitted to discuss official Union business: (a) with the Town Manager or his designee, (b) with the Chief of Police or his designee, (c) with employees prior to on duty roll call or following off duty roll call. There shall be no solicitation of employees for Union membership, or dues, during duty hours by Union or representatives.

Section 4. Union officers or representatives shall be granted leave of absence, but with no loss of pay, if formally requested to attend meetings of the Town Council other Town body on business that affects the members of the unit.

Section 5. Employees covered by this Agreement have the right to become or remain members of the Union without being subject to restraint or coercion from either the employer or Union.

Section 6. Each member of the bargaining unit who is employed by the Town on the effective date of this Agreement shall, as a condition of continued employment, either join the Union or pay a Union service fee as set by the Union as allowable by law. Each new employee shall, as a condition of continued employment, join the Union within sixty (60) days of commencing employment or shall pay a Union service fee as set by the Union as allowable by law.

Section 6a. The Union shall hold the Town harmless and indemnify the Town for any and all claims, judgments, loss or damage, including court costs, attorneys' fees, and other costs arising out of the enforcement of this Section 6, whether in judicial, administrative, arbitration or other proceedings.

Section 7. The Town, upon the written authorization of members of the Union, will make a bi-weekly payroll deduction for Union dues or for Union service fees.

Section 8. The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of Section 7. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within thirty (30) calendar days after the date of such deductions were or should have been made.

ARTICLE III

STABILITY OF AGREEMENT

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

ARTICLE IV

PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employees of the Unit have enjoyed heretofore, except those specifically abridged or modified by this Agreement. Benefits provided in the Town's Personnel Rules shall not apply in areas in which the Union has chosen to negotiate.

ARTICLE V

OFFICERS AND REPRESENTATIVES

Section 1. The Union officers and representatives are as follows: President, Vice President, Secretary, Treasurer, Chief Steward and three (3) Stewards. The Union shall provide Employer with a list of officers, Chief Steward and Stewards, and any change therein. None of the foregoing shall be recognized by the Employer until such written notice of election, or appointment, is received by Employer from the President or Secretary of the Union.

ARTICLE VI

SALARIES

Section 1a. Salaries shall be paid on a bi-weekly basis. Employees shall be paid for eighty (80) hours' work at straight time rates irrespective of the number of hours regularly scheduled to work during the bi-weekly pay period. This shall mean an employee scheduled to work nine (9), ten (10), or eleven (11) days during the bi-weekly pay period shall receive eighty (80) hours pay at straight time rates.

Pay for assigned overtime shifts, private and public duty assignments, and other assignments over and above an employee's regular shift shall continue to be paid in accordance with pertinent sections of this contract.

In the event of the employee's termination, the first paragraph of this section shall not apply. In this instance, the employee's final pay for work on regularly scheduled shifts shall be based upon the actual number of regular shifts worked

Section 1b. Employees promoted within the Police Division shall advance to the next higher step on the wage scale but not less than their salary at the time prior to promotion.

Section 2a. An employee scheduled to work a private duty job (private duty is defined as a job requested by and paid for by a private entity) for any firm or individual will be paid for a minimum of four hours, any time worked after the first four hour block will be paid in additional four hour blocks for each four hours or portion thereof worked at time and one-half his regular rate of pay. Payment for private duty will be made in four (4) hour increments. For each hour or portion thereof worked in excess of eight (8) hours, or any worked on a Saturday, Sunday, all contractual holidays listed in Article IX of this Contract, or any hours worked between 2200 and 0700, the employee shall be paid at a rate of two times his regular pay. Any portion of an hour shall be considered a full hour worked. Officers shall be paid a minimum of four (4) hours payment at one and one-half times his regular rate of pay for failure to provide a minimum of two (2) hours' notice of cancellation.

Section 2b. An employee scheduled to work a public duty job (public is defined as a job requested for and paid for by another department of the town) for a regular four (4) hour shift or any portion thereof shall be paid for a full four (4) hours at time and one-half his regular rate of pay. For each hour or any portion thereof worked between four (4) and eight (8) hours, payment shall be made in minimum one hour increments at time and one-half his regular rate of pay. For every hour or portion thereof worked on a Sunday, all contractual holidays listed in Article X of this Contract, the employee shall be paid at a rate of two times his regular rate of pay. Any portion of an hour shall be considered a full hour worked. Officers shall be paid the minimum four (4) hour payment at time and one-half his regular rate of pay for failure to provide a minimum of two (2) hour notice of cancellation.

ARTICLE VII

HOURS OF WORK

Section 1a. The regular shift for members of the Patrol Division shall be comprised of five (5), eight (8) hour work days with two (2) consecutive days off. "C" Squad will be 1500-2300 or 1600-2400 hours. "B" Squad will be 0700-1500 or 0800-1600 hours. "A" Squad will be 2300-0700 or 2400-0800 hours. There shall be eighteen job numbers consisting of the following shifts and days off:

Job 1	C Squad	Sat/Sun
Job 2	B Squad	Sat/Sun
Job 3	A Squad	Sat/Sun
Job 4	C Squad	Sat/Sun
Job 5	B Squad	Sat/Sun
Job 6	A Squad	Sat/Sun
Job 7	C Squad	Mon/Tue
Job 8	B Squad	Mon/Tue
Job 9	A Squad	Mon/Tue
Job 10	C Squad	Mon/Tue
Job 11	B Squad	Thu/Fri
Job 12	A Squad	Mon/Tue
Job 13	C Squad	Thu/Fri
Job 14	B Squad	Thu/Fri
Job 15	A Squad	Thu/Fri
Job 16	C Squad	Thu/Fri
Job 17	B Squad	Mon/Tue
Job 18	A/B: Sat/Sun A, Mon/Tue/Wed B, Thu/Fri OFF	

The Communications Division bid shift period shall be for three, twenty eight day blocks of time. Dispatchers shall bid shifts within the bid period according to seniority from most senior to least senior. Any Dispatcher that fails to place a bid within the allotted timeframe shall forfeit their bid and will be placed last in the bid cycle. The Union shall be responsible to post the bid sheet.

Section 1b. HOURS OF WORK – DISPATCH

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
A SQUAD	1	1	1	7	7	1	1
B SQUAD	5 2	5 2	6 2	6 2	5 2	5 7	5 7
C SQUAD	3 4	3 4	3 4	3 4	3 6	6 PT	6 4

JOB #	SHIFT	DAYS ON	DAYS OFF
1	A	Saturday – Wednesday	Thursday & Friday
2	B	Monday – Friday	Saturday & Sunday
3	C	Monday – Friday	Saturday & Sunday
4	C	Sunday – Thursday	Friday & Saturday
5	B	Friday – Tuesday	Wednesday & Thursday
6	B C	Wednesday & Thursday Friday – Sunday	Monday & Tuesday
7*	A B	Thursday & Friday Saturday & Sunday	Monday – Wednesday

*Job # 7 will be a 10 hour shift.

Part time shifts are:
Saturday C Squad 1600-2400

"A" Squad hours are 2300-0700 or 2200-0800 for the 10 hour shift
"B" Squad hours are 0700-1500 or 0700-1700 for the 10 hour shift
"C" Squad hours are 1500-2300

Dispatchers will not be allowed to bid the same job number more than once per bid. There shall not be any changes to an employee's bid if the next senior employee has already bid. There shall not be any swaps in the bid schedule until the bidding process has been completed.

Nothing shall preclude any employee from swapping shifts with another employee for the twenty eight day work schedule provided that it does not result in additional cost to the town. Shift swap forms shall be submitted no less than fourteen days prior to the start of the twenty eight day work schedule to the ranking officer that coordinates schedules. Such approval shall not be measuredly denied and may not be denied on the grounds of the employee's productivity, attendance or discipline. This does not affect the ability of the employees swapping single shifts among each other providing there is no additional cost to the town.

Full staffing of the communications division will be 7 full time employees. Staffing of 1 Dispatcher on "A" Squad and 2 Dispatchers on" "B and "C" Squad. Should there be a reduction in the number of Dispatchers within the division, job numbers will be eliminated from bid eligibility in the following order: 6 and 7. If there is staffing to the Communications Division of 4 full time employees or less, a temporary schedule will be developed and agreed upon by the town and the union.

The least senior full time Dispatcher shall be designated as a floater.

When a new shift, change in established shifts is proposed, or addition of full time positions that will make staffing greater than 7, the employer shall consult with the designated union representatives and, after considering their recommendations, shall not take any action unless the decision is mutually agreed to in writing.

Section 2. When a new shift or a change in established shifts is proposed, the employer shall consult with designated union representatives and, after considering their recommendations, shall not take any action unless the decision is mutually agreed to in writing.

Section 3. The union president shall appoint a union member to administer the patrol division-bidding schedule. This person shall execute the bid and inspect the results for compliance with the patrol officers bid rules. Once inspected, the appointed union member shall turn the results over to the operations lieutenant no less than two weeks prior to the start of the first day of the next bid selection period.

Section 4. The bid shift period shall be for three, twenty-eight (28) day blocks of time. Patrol officers shall be assigned a time period in which to sign up according to seniority, from most senior to least, as determined from their date of hire. Officers may sign up as soon as the next most senior person has signed up. Patrol officers will forfeit their right to seniority if they do not bid their shifts during their allotted time period, unless an unforeseen and/or extraordinary circumstance prohibits them from bidding. Only a person who is a patrol officer at the time of the bidding process shall be allowed to bid except as permitted by Section 8 of this Article.

Section 5. Patrol officers shall not bid more than two (2) week end off job numbers in the three month period and may not bid the same job number more than once. There shall not be any changes or swaps in the bid schedule until the bidding process has been completed. Any violation of these procedures may result in the patrol officer's forfeiture of their bid selection as determined by the union appointed administrator.

Section 6. The Town shall retain the right to determine the number of permanent patrol shift assignments. Should there be a reduction in the number of patrol officers in the patrol division, shift assignment numbers will be eliminated from bid eligibility in reverse order starting with the elimination of Job 18 first, then 17, then 16. The total number of available job numbers will always correspond with the number of bid eligible patrol officers, but the total number of available job numbers to bid from will not be less than fifteen.

Section 7. The four (4) least senior patrol officers will be designated as floaters. The least three senior of these patrol officers shall be assigned to a twenty-eight day schedule by the Chief, as he deems necessary. The shift shall be assigned with the same two consecutive days off for that twenty-eight day period. These three patrol officers will not be included in the patrol officers bid schedule unless the total number of patrol officers allowed to bid is at fifteen (15) or less. The Chief may float any of the four (4) least senior patrol officers from their assigned shift to another as he deems necessary provided they receive notice of such change at least forty-eight (48) hours prior to the start of the new assignment. No floater may be scheduled to work consecutive shifts. When a designated floater is one of the fifteen (15) most senior patrol offices he/she will bid in the normal process. Although their days off and shifts are established by the bid, nothing shall preclude the Chief from floating them to another shift provided at least forty-eight (48) hours notice has been given and their days off remain the same. Nothing shall preclude floaters from being eligible for overtime assignments under Article VIII on the same basis as any other patrol officer. Effective with the next full time hire for dispatcher the lease junior dispatcher will be considered a floater.

Section 8. Whenever an employee is removed from their assigned duties for whatever reason (such as temporary assignments to other divisions, worker's comp leave,

maternity leave, extended sick leave, etc.) they shall lose all privileges to their previously bid job assignments for that time period. If an employee should return to their assigned duties beginning more than two (2) weeks prior to the start of that shift. If they return with less than two (2) weeks prior to the start of the next shift, they shall fill any empty job number(s) of their choice upon their return to the assigned schedule until the next three month bid period in which they have an opportunity to make a bid selection. If an employee knows of their return date to assigned duties during their posted bid selection period, they may begin bidding for the first full twenty-eight (28) day bid period subsequent to their division schedule.

Section 9. At the discretion of the shift commander for patrol officers and the commander of the detective division for personnel assigned to the detective division, members of the bargaining unit may be allowed to alter the hours of their assigned shift (known as "flextime"). The use of flextime will be by mutual agreement of both parties. The use of flextime shall neither cost the Town any overtime nor reduce the manpower to a level not consistent with present practices. The officer shall work a full eight (8) hour shift with the exception of authorized leave. Once granted, flex time shall not be withdrawn by the Town with less than forty-eight (48) hours notice to the affected officer. The purpose of flextime is to allow members of the bargaining unit to adjust the hours of work slightly from their assigned shift. Nothing in this section shall infringe upon the right of the bargaining unit under Section XI of this Article (shift swaps). Flex time shall be considered on a case-by-case basis and is not intended for long term or routine occurrences.

Section 10. Any employee may substitute for another employee on a single shift basis upon the approval of the shift commander whose shift is affected. The employee requesting such substitution should make every effort to make the request forty-eight (48) hours prior to the proposed substitution. Such substitution shall only be denied if it would impose an additional cost to the Town.

Section 11. Nothing shall preclude any employee from swapping shifts with another employee for the twenty-eight (28) day work schedule provided that it does not result in additional cost to the Town. Such employee shall request the approval of such swap from the administrative lieutenant at least fourteen (14) days prior to the start of the twenty-eight (28) day work schedule and such approval shall not be unreasonably denied and may not be denied on the grounds of an employee's productivity, attendance or discipline. Such swaps shall only be permitted among employees of the same rank. When a vacancy occurs in the patrol division schedule, any patrol officer may request to swap to that job number, and may be denied that swap only if said swap incurs additional overtime.

Section 12. When a vacancy occurs in the position of a dispatcher, a patrol officer will not be scheduled into a dispatcher's schedule. This shall apply to vacancies, which are of a prolonged nature and are reasonably foreseen by the department. This is not to change existing policies with respect to filling dispatching vacations, sickness (except prolonged) or other dispatching vacancies of a short duration. Nothing herein precludes the Town from using a patrol officer to fill dispatching vacancies not inconsistent with the contract, past practice and this agreement. The Town agrees to assign only those dispatch-qualified officers who are on the same shift as the vacancy. Nothing herein shall further preclude the Town from using a patrol officer, who is on light duty status, to fill dispatching vacancies not inconsistent with Article XX, Section 25 of the contract.

Section 13. When a vacancy occurs in the position of detective or youth officer, the

Chief shall post a notice to fill said vacancy, and shall require all interested officers to apply in writing within thirty (30) days of posting. In choosing an applicant for assignment to the vacant position, the Chief shall consider seniority, performance evaluations, and any other criteria, which he deems necessary and appropriate. Assignment to the Detective/Youth Division shall not be considered a promotion or permanent position for officers appointed after July 1, 2002. Those officers appointed prior to this date shall receive a $5,000 annual increase payable bi-weekly. Any officer temporarily assigned to the Division at the time of the signing of this contract will continue to receive the stipend in the manner he/she is currently paid for the duration of their time in the Division and shall discontinue receiving said payments once reassigned from the Detective/Youth Division. Those officers assigned after that date shall serve at the discretion of the Chief. Those officers other than the Detective CO assigned after the signing of this contract shall receive a $5,000 annual stipend paid quarterly on September 30th, December 31st, March 31st and June 30th, and shall discontinue receiving said pay increase once reassigned from that Division.

Within the Detective/Youth Division positions shall be assigned by the Chief. There shall be one position which is assigned by the Chief not to exceed **two years** and assigned on a rotational basis using the criteria stipulated above. During the time that this person is assigned to the Detective/Youth Division, he/she shall be afforded all the rights and benefits afforded other members of the Detective/Youth Division.

Assignments for shifts shall be made by bid with preference to seniority within the Detective/Youth Division and shall be administered by the Detective C.O. with approval of the Chief. Staffing levels on shift shall be determined by the Detective C.O. with approval of the Chief based on caseload and department needs. Under an emergency situation either deemed or determined by the Chief, he shall be allowed to reassign members of the Detective/Youth Division to a different shift with reasonable notice.

Section 14. If an Officer is floated for a training day the officer is not to be used in a patrol function.

ARTICLE VIII

OVERTIME COMPENSATION

Section 1. Overtime shall be paid for authorized work in excess of forty (40) hours per week or eight (8) hours per day and shall be paid at the rate of time and one-half for all hours so worked.

Section 2. Time paid, but not worked, due to illness, shall be considered as time worked for the purpose of computing overtime.

Section 3a. Overtime rates shall be paid for not less than two (2) hours to any employee called back to work for duty that is not contiguous, either before or after, to such employee's regular shift or last duty assignment. Overtime rates shall be paid for not less than four (4) hours to any employee called back to work between the hours of 12 AM to 8 AM, for duty that is not contiguous either, before or after, to such employee's regular shift or last duty assignment. In the event an officer is required to work beyond the end of his shift for a period of less than two (2) hours, overtime will be paid in increments of ¼ of an hour.

Section 3b. Except in cases of emergency, an employee shall not be required to work more than a half shift in addition to his regular patrol shift.

Section 3c. In the event that a "order in/hold over" situation arises for four hours or more, a separate order in/hold over roster shall be established. Said roster shall be initially established based on reverse order of seniority and maintained on a rotational basis.

Section 4. The Chief, or his representative, shall establish overtime rosters, which shall be initially established on a seniority basis and maintained on a rotational basis. Regular personnel shall be given first preference for all overtime assignments, including assignments for private duty and public duty.

Section 4a. The Chief or his representative(s) shall fill all overtime by the use of a single computer overtime list initially established according to rank seniority. (i.e. Sr. to Jr. Patrolman, Sr. to Jr. youth Officer, Sr. to Jr. Detective, Sr. to Jr. Sergeant, Sr. to Jr. Lieutenant). When overtime needs to be filled, the individual who is at the top of the computer overtime list, at the rank where the vacancy exists, shall be offered that overtime first.

Should that individual decline the offered overtime, he/she shall maintain their computer overtime list position and that overtime shall then be offered to the next individual on the computer overtime list. Such process shall continue until the overtime is filled. When the overtime is filled, the individual who has accepted and been assigned such overtime is to be recorded as being assigned such on the computer overtime list thus causing his/her name to be rotated to the bottom of the computer overtime list.

Section 4b. In accordance with current practice, the following procedures shall be employed:

All district overtime defined as open district assignments shall be offered only to patrol officers before being offered to any Detective or Supervisor.

All dispatch overtime shall be offered to full time dispatchers before being offered part time dispatchers and to any sworn personnel.

All detective overtime shall be offered only to detectives.

All supervisor overtime shall be offered only to supervisors. Lieutenants are only eligible for such supervisory shift overtime that is not being filled by a sergeant, whether that is eight (8) hours or four (4) hours or any increment thereof. If a sergeant is willing to fill a portion of a shift and no other sergeant is willing to cover the remaining portion of the shift the lieutenants do not have bumping rights to cover the entire shift, the lieutenants will only be eligible to cover those hours left unfilled.

Any individual assigned overtime on a mission specific basis that is overtime not offered to other members, such as, but not necessarily limited to D.A.R.E., for four (4) hours or more, shall have their name rotated to the bottom of the computer overtime list.

All other overtime including but not necessarily limited to Private Duty, Public Duty and Special Assignments, shall be offered on the basis of position on the Computer overtime list with the individual at the top of the list being offered the overtime first.

Section 4c. Regular personnel shall be given first preference for all overtime assignments including assignments for private duty and public duty. Should no such regular personnel be willing to accept the overtime assignment, the Town shall have the right to fill the assignment with a Supernumerary.

Section 4d. In the case of vacancies in the position of dispatcher, regular personnel shall be given first preference for overtime assignments but this does not preclude the employer's utilizing part-time dispatchers. Full time dispatchers shall be given first preference for overtime prior to utilizing part-time dispatchers with respect to filling dispatching vacancies.

Section 5. All employees shall be given as much advanced notice as possible prior to the start of an overtime assignment and, if possible, a minimum of four (4) hours.

Section 6. Pay for overtime shall be in addition to and not in lieu of vacation and holiday pay and will be remitted to employees on a bi-weekly basis.

Section 7. The Town shall have the right to determine whether compensatory time will be paid at current earnings or banked as compensatory time. Compensatory time may be used if the employee opts to take compensatory time he/she may accumulate up to forty (40) hours quarterly. Compensatory time earned must be used within ninety (90) days or it will be paid at the current rate of pay. Compensatory time may not be used for private/public duty. Employees will be responsible for tracking their own compensatory time. Employees allowed to accumulate compensatory time must have Departmental approval to utilize said time. Compensatory time off requests will not be approved more than (5) days prior to the leave date being requested. Compensatory time will not be granted if it creates overtime. Once an employee's compensatory leave request has been granted said employee is not responsible to fill in vacancies if such should arise.

ARTICLE IX

HOLIDAYS

Section I.

The following days, or portions thereof, shall be considered as paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	½ workday before Christmas
July 4	½ workday before New Year's
Labor Day	Friday after Thanksgiving

Section 2a. Employees who work their regularly scheduled shift on the foregoing holidays shall receive two and one-half (2-1/2) times their regular pay. If the employee elects to take time off rather than additional pay, hours off shall be one and one-half (1-1/2) hours off for each one (1) hour worked

Section 2b. Employees who work any hours on a holiday in addition to their regularly scheduled shift shall receive two and one-half (2-1/2) times their regular rate of pay for all hours so worked.

Section 2c. Employees regularly scheduled off on a holiday and who work on that day shall be compensated in accordance with Section 2(a) of this Article.

Section 3. When one of the foregoing holidays falls on an employee's day off or during his vacation or sick leave, the employee shall have the right to an additional day of vacation or leave or day off. When holiday falls on day off, employee has day off and eight (8) hours pay.

Section 4. The Employer may require medical certification for illness the day before or the day after a holiday in order to qualify for holiday pay.

Section 5. Plainclothes personnel shall not be required or permitted to take a holiday off when said holiday falls during their regular scheduled workweek except by mutual agreement.

ARTICLE X

SENIORITY

Section 1. Seniority means length of continuous service in classification of any member of the unit. Classifications in order of departmental rank are: Lieutenant, Sergeant, Detective, Patrol Officer, Dispatcher and Animal Control Officer. A member of the unit shall not acquire seniority during his probationary period, but after satisfactorily completing this period, seniority will date from member's date of appointment as a permanent member of the Police Division, or, for employees hired after June 30, 1981 seniority shall date from a member's first workday. When seniority in classification is equal, seniority in the department, i.e. the employee's initial workday, shall prevail.

Section 1a. Seniority will prevail With regard to selection of vacations and in the case of promotions. When there are two (2) or more men of equal qualification, seniority shall prevail in selection.

Section 2. Seniority shall terminate in the event of dismissal or resignation unless reinstated through established grievance procedure.

Section 3. In the event of a reduction in force, the employee with the least seniority in the affected classification shall be laid off first, provided that such employee shall have the option of displacing the least senior employee in the next lower classification in lieu of layoff, unless there is no employee in the next lower classification who has less seniority. For the first 24 months after layoff, any employee who is laid off shall be afforded the opportunity of returning to the classification from which he was laid off before any new employee is appointed to such classification. Recall to classification shall be in reverse order of seniority. For purposes of this section, when two or more employees have equal seniority in an affected classification, seniority shall be determined by the total seniority in the bargaining unit.

Section 3a. Employees laid off from a particular classification shall have rights of recall within that classification by seniority for two (2) years from the date of layoff, provided employee makes known his desire to return to work within one week of notification.

Section 4. Seniority shall not be broken by vacation. sick time, suspension or any approved leave of absence, or, pursuant to law, by any call to military service, for the duration of the same.

ARTICLE XI

CLOTHING ALLOWANCE

Section 1. The annual clothing allowance for all members of the unit, excluding Animal Control Officer and civilian dispatchers, shall be $1,000.00 and for the Animal Control Officer and civilian dispatchers shall be $750.00.

Section 2. The clothing allowance will not be paid directly to the individual, but shall be charged to his allowance as the purchase of uniforms is authorized. Said allowance may be used to purchase job-related items with the approval of the Chief of Police.

Section 3. The uniform between May 30 and September 15 of each year shall be summer weight trousers, short sleeve shirts, summer hat and no necktie. The fall and winter uniform shall be winter weight trousers, long sleeve shirts, winter hat, necktie and all leather nylon jacket or black leather reefer jacket The style, color and type of uniform shall not be changed during the term of this contract. Uniform changeover will be optional from April 1st through May 30th for short sleeves and optional from September 15th through November 1st for long sleeves. The optional changeover will be at the discretion of the Chief of Police.

Section 4. Shoulder patches shall be provided by the town for new uniform purchases, and shall not exceed ten sets per year.

Section 5. Uniforms damaged in line of duty, not as a result of the employee's negligence, shall be repaired or replaced as may be necessary by the Town, provided the loss is reported immediately. Personal items damaged in the line of duty, not as result of the employee's negligence, shall be repaired or replaced as may be necessary by the Town up to the value of $175.00.

Section 6. Any equipment required by the Town, such as flashlights, batteries, and the like, shall be supplied by the Town and remains the property of the Employer.

Section 7. Bullet proof vests will be replaced every five (5) years. An employee whose vest will be five years old in an upcoming year, must notify the Town by February 1st of the year prior for inclusion in the budget. Replacement vests will be equal or better than the current vest.

ARTICLE XII

COURT DUTY

Section 1. When an employee is required to appear in court, he shall be paid his regular hourly rate, plus any overtime that may be required, to cover the time necessary to travel to court and return, in excess of his regular eight (8) hour day.

Employees required and authorized to travel away from home overnight for court duty shall be paid for time actually in court as well as reasonable travel time, but in no event less than his/her regularly scheduled eight (8) hour shift, and shall be reimbursed for reasonable overnight court duty expenses, not reimbursed by other agencies.

Section 2. If an employee is required to use his own vehicle to travel to and from court, he will be paid in accordance with IRS standards.

Section 3. An employee shall not be required to transport prisoners on his day off, except in the case of emergency, and when required to do so, in case of emergency, he shall be paid one and one-half (1-1/2) times his regular pay rate with a minimum of four (4) hours.

ARTICLE XIII

VACATION

Section 1. The following vacation with pay (base pay without overtime, longevity, etc.) shall be granted to all full-time employees of the unit who, on his anniversary date of employment, had been continuously and actively employed for at least:

a. Six (6) months of service, shall be entitled to vacation with pay, of one (1) week.

b. Not less than one (1) year nor more than five (5) years of service, shall be entitled to a vacation, with pay, for two (2) weeks annually.

c. Not less than five (5) years nor more than ten (10) years of service, shall be entitled to a vacation with pay for three (3) weeks annually.

d. Not less than ten (10) years of service, shall be entitled to a vacation with pay for four (4) weeks annually.

e. Employees with fifteen (15) years or more of service shall be entitled to one (1) additional day for each year of service to a maximum five (5) weeks vacation.

Fifteen years of service - four (4) weeks plus one (1) day etc.

Section 2. Preference as to the time of vacation shall be given to employees of greater seniority, as defined in Article X, Section 1, such seniority to have bearing on the first two weeks of vacation time requested only.

Section 3. For the purpose of this article, summer prime time vacation shall be June 15 through Labor Day, and winter prime time vacation shall be November 15 through February 1. All employees eligible for vacation of two weeks or more shall be entitled to receive a vacation of two consecutive weeks during the prime vacation periods as the work schedules may permit

Section 4. Requests for vacation in the summer prime time shall be submitted beginning May lst and ending May 30th of each year in order for an employee to exercise seniority rights for that period. Requests for winter prime time shall be submitted beginning October lst and ending October 30th of each year in order for an employee to exercise seniority rights for that period. Officers shall be notified within five days of the ending dates (June 5th and November 5th) of approved and rejected requests for that period.

Section 4a. Prime vacation time shall be chosen by seniority beginning no later than the specified dates starting with the two most senior persons in each classification, with the exception of patrol officers, which shall have the five most senior person's choose. Each group of the most senior persons in each classification shall have seven days to choose their vacation time by seniority for the prime time periods, followed by the next group of most senior persons in each classification, who shall have seven days to choose their vacations by seniority for the prime time vacation periods, and so on until all members have had the opportunity to choose vacation time in this manner.

Section 4b. Any employee who fails to sign the vacation roster by the specified dates shall forfeit vacation choice by seniority. Nothing shall preclude an employee from requesting a vacation of five days or more, provided the request is submitted to the Chief not less than fourteen days prior to the start of the schedule in which the intended vacation is to begin. Vacation for emergencies may be granted without the need for a fourteen day notification.

Section 4c. Officers who desire to make vacation requests to be able to accommodate themselves and to enable them to make advance long-term commitment for a vacation may do so by preparing a request to the Chief. The Chief shall cause the posting of a notice in a prominent place on the bulletin board and, if he receives no objections within fifteen days from officers with more seniority, he may grant the junior employee the time requested and consider seniority rights of senior officers to be waived for that time period.

Section 5. If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation, retirement or death, he shall be paid for any unused vacation time to which he is entitled. On the death of an employee entitled to an unused vacation allowance, the allowance shall be paid to his estate.

Section 6. Vacation is to be used in the year in which it is accrued unless a special request is made prior to June 30th of each year in writing to the Police Chief and approved by the Town Manager. No more than ten (10) days shall be carried over. All vacation carry over must be used prior to December 31st.

Section 7. The selection of individual days of vacation or blocks of vacation of less than five days need only be preceded by notice of the date(s) selected at least 48 hours in advance provided that the vacancy can be filled if necessary.

Section 8. Each employee shall have the option of requesting that he receive his pay

for the vacation period, in advance upon two weeks written notice to the Finance Director to such effect, and will receive same on the Friday before he leaves on vacation.

Section 9. The vacation schedule will be approved by the Employer, and the Town reserves the right to limit the number of employees on vacation at any given time, but within these limitations seniority shall govern vacation selection.

Section 10. In the event of illness during an employee's vacation period which requires hospitalization, the employee shall have the option of charging the length of his hospitalization and any recuperation period to his sick leave.

Section 11. An employee, due to illness, shall have the right to withdraw any part of his vacation request any time up to the start of his vacation period.

Section 12. When a vacation has been granted, it shall not be interfered with except in case of emergency.

ARTICLE XIV

MANAGEMENT RIGHTS

Section 1. It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the department in all of its various aspects, except those specifically abridged or modified by this agreement. Such rights and responsibilities are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement. The Union recognizes that the Town's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase work force, including hiring, promotion, demotion, transfers, suspension, discharge or layoff. The right to make all plans and decisions on all matters involving its operation, additions and thereto, removal of equipment, scheduling of operations, right to introduce new and improved methods and facilities and to change existing methods and facilities, to maintain discipline and efficiency of employees, to prescribe rules to that effect, determine qualifications of employees and run the Division efficiently. The Union also recognizes the authority and responsibility granted to the Chief of Police by Section 702A of the Town Charter. The Union, therefore, agrees that it and the employees will wholeheartedly cooperate with the Town to assure that each employee performs a fair day's work.

ARTICLE XV

GRIEVANCE AND ARBITRATION

Grievances arising out of matters covered by this Agreement, disputes on conditions of employment, and complaints that disciplinary action has been taken for other than just cause, will be processed in the following manner:

Section1. An employee or the Union having a grievance must take up the grievance with his immediate supervisor orally. The immediate supervisor shall give his answer orally within two days. If the employee is not satisfied, the employee shall write out a grievance. This shall be Step 1 in the grievance procedure.

Section 2. If the employee or Union is not satisfied with the decision, he may, within five (5) working days, put his grievance in writing and submit it to the Chief or his designee. The Chief or his designee will render his decision in writing within five (5) working days. This shall be Step 2 in the grievance procedure. In any grievance involving the payment of wages or other economic benefits pursuant to this Agreement, the Finance Director shall be substituted for the Chief at Step 2 of the grievance procedure.

Section 3. If the employee or the Union is not satisfied with the decision of the Chief or the Finance Director, he may appeal in writing to the Town Manager (Personnel Director) within five (5) working days. The Town Manager shall render his decision in writing within twelve (12) working days. This shall be Step 3 in the grievance procedure.

Section 4. If the decision of the Town Manager is not satisfactory to the Union, it may appeal to the State Board of Arbitration within ten (10) working days. The decision of the Arbitration Board shall be final and binding on both parties of this agreement Arbitration shall be conducted by the State Board of Arbitration in accordance with its rules and procedures. The arbitrators shall be confined in their decision to the meaning and interpretation or the application of the specific provisions of this Agreement. There shall be no power to add to, subtract from, or modify this Agreement.

Section 5. If the grievance does not involve the immediate supervisor, he may be passed by with the grievance first taken up with the Chief in writing.

Section 6. Grievance should be initiated by the complainant or the Union within fifteen (15) working days of the original cause or complaint or when the complainant or the Union knew or should have reasonably known of the cause or complaint, or such grievance shall be considered null and void.

Section 7. The employee, when discussing his grievance with Management, may be accompanied by an officer of the Union.

Section 8. The above times may be mutually extended, in writing, as may be necessary.

Section 9. The employee shall be in a pay status if on duty when processing a grievance, arbitration, or acting as a witness.

Section 10. The cost of arbitration shall be borne equally by the Employer and the Union.

Section 11. Upon mutual agreement, the parties shall utilize the expedited procedures of the Connecticut State Board of Mediation and Arbitration.

ARTICLE XVI

SUBCONTRACTING

It is mutually understood and agreed that the Town may contract out any work covered under this agreement, provided that such contracting out of work will not cause a layoff of employees covered by this agreement or loss of private, public, or special duty or overtime in amounts presently being realized.

ARTICLE XVII

OTHER LEAVES OF ABSENCE

Section 1. Leave of Absence without loss of pay may be permitted for the following reasons:

a. Inoculation when required by the municipal employer.

b. Promotional examinations for promotion to any position in the service of the Division.

c. Attendance at required training programs, authorized by the employer and at the employer's discretion.

d. Attendance as a delegate, limited to one (1) member from the unit, and not to exceed five (5) days, to attend a national convention of the International Brotherhood of Police Officers, in any three (3) year period.

e. Attendance as a delegate, limited to one (I) member from the unit, for one (1) day, in other years, to attend a state convention.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence with pay during the time of his annual two (2) week tour of duty as a member of such reserved component.

Section 3. Bereavement Leave. The immediate family means spouse, child, stepchild, parent, parent-in-law, grandparent, brother, sister, grandchild, or any relative living in the household as part of the family. An absence of four (4) consecutive days with pay shall be granted because of the death of or attendance at the funeral of an immediate family member as defined above. An absence of up to three (3) consecutive days off with pay shall be granted to attend the funeral of a brother-in-law or sister-in-law. One (1) day off with pay shall be granted to attend the funeral of grandparent-in-law, aunt, uncle. The Chief of Police may grant additional time off for travel when the funeral is held more than 200 miles from town.

Section 4. Employees shall be granted four (4) days off with pay for a birth, in the case of employee's spouse, when needed to attend to family or spouse.

Section 5. Each employee shall be entitled to three (3) personal leave days with pay each year. Personal leave shall not be taken on a Thanksgiving, Christmas or New Year's Day.

Section 6. Leave of Absence. An employee may request, in writing, a leave of absence without pay for good cause, up to the maximum of ninety (90) days. The Chief of Police and the Town Manager, in their discretion, may grant such leave when in their judgment such leave will act to the immediate benefit of the Division. Seniority shall not accumulate during said leave unless said leave is granted for medical reasons or sickness. This provision is limited to once in a career and one (1) person at a time. During said leave, a person shall not work or collect unemployment benefits; to do so is a violation of conditions and subject to disciplinary action.

Section 7. An employee who has been employed for twelve months or more is eligible to request FMLA Leave for a maximum of twelve weeks for the reasons below:

a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition.

b. Conditions requiring an overnight stay in a hospital or other medical care facility.

c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment.

d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider.

e. The birth of a child and to bond with the newborn child or for the placement of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and must be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order, sick time, personal time and vacation. Health Insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five days as to whether FMLA has been granted. Pursuant to Federal law FMLA may be granted once in a twelve month period (with the twelve month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen days of the

request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification the FMLA leave request will be denied.

The medical certification must include some specific information including:

a. Contact information for the health care provider
b. When the serious health condition began.
c. How long the condition is expected to last.
d. Whether the employee is able to work or if the family member is in need of care; and
e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ the Town may request a third opinion at the Town's expense.

ARTICLE XVIII

SICK LEAVE

Section 1. Employees shall be entitled to eighteen (18) days of sick leave in any one year on the basis of one and one-half (1-1/2) days for each full month worked. New employees may "borrow" up to nine (9) days of sick leave during the first six months of employment without regard to the accrual provisions of this section, but thereafter sick days are available only to the extent of actual accrual. No more than eighteen (18) paid sick days may be used during the first year of employment.

Section 2. Allowable sick leave shall accumulate up to the extent not used. If an employee was employed by the Town of Rocky Hill prior to his employment in the Police Division, he shall be entitled to sick leave accumulated while in such other employment which is not used, in addition to sick leave allowable under Section 1 above. In the event of absence of three (3) consecutive days, or if there is reasonable suspicion to believe that sick leave is being abused, the Town may request a physician's medical certification of disability. No such certification for absence of less than three (3) consecutive days shall be required except after written notice of suspected abuse is given to the employee involved. In case of suspected abuse, medical certification shall be by mutually agreeable physician, and the Town shall bear the expense of such certification.

Section 3. Loss of time due to job-incurred injury from the actual performance of police duty, when certified by a licensed physician and covered by Workers' Compensation, is not deductible from sick leave credits. The Town shall pay 100% of salary during the first six calendar months and 85% of salary during the next six calendar months of such lost time, provided that the employee agrees in writing in advance to sign over to the Town his Workers'

Compensation weekly benefits checks when they are issued.

Section 4. Upon the death or retirement under the Town pension plan, or separation from employment, any employee in good standing who is eligible for sick leave, payment of unused sick leave credits shall be paid to the officer or his estate in an amount equal to his accrued sick leave according to the following schedule, without reduction of rights under the Workers ' Compensation Act:

- Less than 3 years, nothing;
- After completion of 3 years of service, 1/5 of time accrued;
- After completion of 7 years of service, 2/5 of time accrued;
- After completion of 10 or more years of service, 1/2 of time accrued;
- Death in the line of duty: 100% of time accrued, up to a maximum of one (1) year annual salary.

ARTICLE XIX

INSURANCE AND RETIREMENT

Section 1. The Town shall have the right to change any insurance carrier, provided the total coverage and benefits shall be equal to or better than that provided at the signing of this agreement. If there is any meaningful change in the total coverage and benefits, the town must negotiate with the union prior to changing carriers. Any contract for health insurance must be approved by the union prior to being offered to the employees.

Nothing in this section shall preclude the town from examining other health insurance options, including going out to bid.

Section 2. The Town shall provide health insurance (currently with Anthem Blue Cross/Blue Shield) with prescription rider, and dental plan or its equivalent for the employee, spouse and dependent children. Said insurance will be provided by the Town for dependent children including dependent children ages 19 to 25 if a full time student. Definition of spouse and dependents shall be as established by the insurer.

Group Medical Insurance: Health Insurance benefits shall be in accordance with the following policies. The Town will provide the employees with a PPO Non-Gatekeeper Plan with the following provisions.

$15 Office Visit Co-pay
$15 Wellness Visit Co-pay
$200 Outpatient Surgery
$250 Hospital Co-pay
$15 Walk-in Clinic Co-pay
$15 Urgent Care Facility Co-pay
$100 Emergency Room Co-pay

Out of Network Coverage
Deductible $400/800/1200
Co-insurance 70/30
OOP $2400/$4800/$7200

Prescriptions
Full Managed 3-tier $5/10/20
Mail order 2x Co-pay

Employees may elect to take the following Health Insurance Option:
Health Savings Account $2500/$5000 deductible
Non-Gatekeeper
Once Deductible has been achieved
$0 Office Visit, after deductible
$0 Wellness, deductible waived
$0 Hospital after deductible

$0 Outpatient Surgery, after deductible
$0 Walk-In Clinic, after deductible

Section 2a. Effective July 1, 2014 all bargaining unit employees will pay an 11% premium share. Effective July 1, 2015 all bargaining unit employees will pay a 12% premium share. Effective July 1, 2016 all bargaining unit employees will pay a 13% premium share.

Section 2b. The Town shall have full subrogation rights in any case where employees receive court judgments or settlements for lost wages or medical benefits covering any period during which the employees have received continued salary payments of have been reimbursed for medical expenses from the Town during a period of absence. If the Town exercises its subrogation rights and recovers monies covering absences for which accumulated sick leave was utilized, no sick leave shall be deducted from an employee's credit for such periods.

A pro rate portion of any attorney's fees and costs paid by the employee as the result of the court judgment or settlement for which the Town receives monies under the subrogation agreement shall be deducted from the amount due the Town.

Section 2c. Notwithstanding the above, effective with the issuance of an arbitration award, employees may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of six hundred fifty dollars ($650) in cash. Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June.

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, on written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstatement coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Finance Director not later than April 1st to be effective on July 1st of each contract year.

Waiver of premium procedures must be acceptable to the applicable insurance carrier and at no time shall the Town be deemed as a self-insurer under this subsection.

Section 3. Retirements taking place after October 20, 2003 shall be applied in accordance the Pension Plan on file. Civilian dispatchers and Animal Control Officer shall continue to be covered by the Town pension plan rather than the Police pension plan.

Section 4. Health Insurance for retirees is contained in the Pension Plan.

ARTICLE XX

MISCELLANEOUS

Section 1. Space will be provided in the Assembly Room for a Union bulletin board of reasonable size, to be supplied, but not maintained by the employer, for the posting of notices of Union business. The employer may use this bulletin board to post other matters of interest to the members of the unit.

Section 2. A single copy of General Orders, Special Orders, and Personnel Orders, issued subsequent to the date of this agreement, will be supplied to the Union upon request.

Section 3. Members of the unit shall be permitted to live outside of the Town within a radius of thirteen (13) road miles.

Section 4. The employer and members of the unit will cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe and unhealthy working conditions shall be brought to the attention of the employee's superior officer, or the Chief. Employees will not be required to operate motor vehicles, which have been determined by their supervisor to be unsafe, using Motor Vehicle Regulations as a guide.

Section 5. The employer will provide a copy of this agreement, after execution, to all members of the bargaining unit and to all new employees upon hiring.

Section 6. The employer will provide each permanent and probationary officer with a copy of the Rules and Regulations of the Police Division; Ordinances of the Town, and Traffic Ordinance and Regulations adopted hereunder.

Section 7. In an accident involving a Town vehicle, the driver may not be relieved of duty, or any disciplinary action taken, until the Chief has conducted a complete investigation and allowed the person involved an opportunity to be heard. Nothing shall preclude the Chief from assigning an officer to administrative duties during the investigation, and this shall be considered without prejudice.

Section 8. Longevity pay shall be provided on the following basis and will be paid in two (2) payments on June 1 and December 1:

- After completion of five (5) years of service: $ 325.00
- After completion of ten (10) years of service: $ 525.00
- After completion of fifteen (15) years of service: $ 725.00
- After completion of twenty years of service $1,000.00

Any employee not in the Town's employ as of the date of the second longevity payment (June 1) shall not be entitled to such payment unless he/she retired.

Section 9. Educational incentive shall be paid on the basis of $750 per year after completion of an Associate's Degree, $1,000 per year after completion of a Bachelor's Degree and $1,300 per year after completion of a Master's Degree.

Section 10. Reimbursement of not more than $1000 up to two semesters per year for a Bachelor's degree and $1200 up to two semesters per year for a Master's degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemized educational program in an accredited college or university.

Requests for tuition reimbursement in accordance with Section 10 shall be submitted to the Finance Director prior to February 15th for inclusion in the next fiscal year budget.

Section 11. Safety awards will be provided for regular employees who have "no fault" accidents on an accumulative basis after five (5) years of employment. Safety awards will be paid in cash, as follows:

- Upon the attainment of five (5) years $ 75.00
- Upon the attainment of ten (10) years $125.00
- Upon the attainment of fifteen (15) years $150.00

Employees who already attained five (5), ten (10), or fifteen (15) years shall not receive retroactive payments.

Section 12. Each regular officer shall receive one (1) day off with pay after completing each continuous period of four (4) months of perfect attendance. In computing perfect attendance, sick leave, and suspension shall break perfect attendance. Authorized personal leave and annual leave (vacation) does not break perfect attendance. An employee may elect to receive an extra day's pay at straight time rates in lieu of taking a day off with pay.

Section 13. Promotions to the position of Detective, Sergeant, and Lieutenant shall be from within the bargaining unit when there are qualified applicants in the bargaining unit.

Section 14. When a regular officer is assigned by the Chief, or his designee, to be in charge of a shift, he will be designated a Corporal and paid the starting step of the Sergeant's pay scale.

Section 15. The probationary period for new employees, who, at the time of hiring, are not properly certified to perform the duties and responsibilities of regular sworn police officers in Connecticut, shall begin following successful completion of the Police Academy and following successful completion of the officer's Field Training Program (FTO); the probationary period for new employees who at the time of hire have such valid certification, shall begin with the first day of actual work as a police officer in Rocky Hill following successful completion of the officer's Field Training Program (FTO). This probationary period in all cases shall be twelve (12) months, with written evaluation and report at six (6) and twelve (12) months. This period may not be extended. Probationary employees may be discharged without recourse to the grievance procedure. Employees shall be given written notice of satisfactory completion of the probationary.

Section 16. If any program is instituted whereby civilian volunteers are used in conjunction with police officers to perform duties which have historically been performed by police officers alone, the details of such program will be discussed with the Union prior to implementation.

Section 17. The Town will continue to contract out the cleaning of uniforms for regular police officers, including the Animal Control Officer and Civilian Dispatchers. The Town will pay the entire cost of such contracted cleaning service.

Section 18. Individual officers shall have the right to decline auxiliary officer or explorer scouts as riders in their police cruisers. They also shall have the right to decline having an auxiliary as a back-up man and may request the assistance of another officer who is on duty and available.

Section 19. A grooming standards committee will be appointed by the Union and the Chief (the Union and the Chief to have two appointments each). The purpose of this committee is to establish reasonable standards for Police Division dress and grooming. All committee recommendations will be subject to final approval of the Town Manager, which shall not be unreasonably withheld.

Section 20. The parties agree that for the duration of this Agreement the present qualifications for all promotions in the Rocky Hill Police Division below the level of Deputy Chief shall not be changed, other than for appointment to the Detective Division referred to in Article VII, Section 13. For the duration of this Agreement, for the position of Sergeant three (3) years of full-time police officer status with the Rocky Hill Police Department is required to be eligible to take the examination. For the positions of Youth Officer, Detective three (3) years of full-time police officer status with the Rocky Hill Police Department is required for appointment to these positions. Assignment to the Detective/Youth Division shall not be considered a promotion or permanent position for officers appointed after July 1, 1997. Those officers assigned after that date shall serve at the discretion of the Chief.

Section 21. Officers assigned to K-9 Division shall be allowed a minimum of one (1) day per month for training to be paid at straight time rate of pay; he shall also be assigned a specific car for said training. All expenses relative to upkeep of K-9 dogs will be paid by the Town, including full-time insurance, food, and veterinarian providing the pen at officer's home, and training equipment.

Section 22. Officers assigned as Canine Officers shall receive a $4,500 annual stipend, in lieu of overtime, for canine care in conformance with Federal Regulations. Said stipend will be paid on March 31st, June 30th, September 30th and December 31st. This stipend will discontinue when the officer discontinues his/hers duties as a Canine Officer.

Section 23. The employer shall maintain an accurate and up-to-date record of each employee's sick leave and vacation and shall provide a copy annually to each employee during the month of January of each year.

Section 24. Each employee, upon request to the Chief of Police, or his designee, may review his personnel file. The Town agrees that it shall maintain each employee's departmental personnel file in an orderly manner, as up-to-date as possible, and with correct information. No document shall be placed in any member's file without his written knowledge. Said items may be subject to the challenge under the grievance procedure.

Section 24a. Only one official personnel file shall be maintained on each employee. Only documents in such file may be relied upon by the Town for any administrative purposes.

No material may be placed in an employee's personnel file unless the employee has had an opportunity to acknowledge it, in writing, and receive a concurrent copy. If such employee refuses to acknowledge the document in writing, it shall be placed in his/her file with a notation indicating his/her refusal.

Section 25. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include plural and the plural the singular.

Section 26. The Town and the Union recognize it may be to their mutual benefit to provide light duty assignments to members of the bargaining unit who have either job-related or non-job-related injuries or sickness. The Town shall maintain a listing of duties which might be performed by a member of the unit while on light duty. Such listing of duties shall be subject to change by the Town at its discretion. Examples of light duty assignments may be, but shall not be limited to, clerical, property inventory, and dispatching assignments. Employees on light duty status shall be required to wear normal business attire.

The establishment of a light duty assignment listing shall not guarantee such assignments will be available when a member of the unit sustains a job-incurred injury.

Members of the unit shall not have the right to reject any light duty assignment. Light duty shall not be assigned which conflict with orders of the employee's doctor.

ARTICLE XXII

COMPLAINTS

Section 1. If a false complaint or allegation is made against any police officer, the Chief of Police, the Union Executive Board, and the police officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.

Section 2. Suspensions for criminal offenses or in emergency situations shall be effective immediately. Suspensions for non-criminal and non-emergency offenses shall take effect in accordance with the following procedure. When a misconduct is alleged, the Chief of Police shall appoint a disciplinary board comprised of the Chief or Deputy Chief, a representative of the Union, designated by the Union, and an employee of equal rank to the accused employee, except, in cases involving supervisory personnel, where the officer member of the panel shall be designated by the Chief or Deputy Chief and the Union representative from any supervisory rank. In the event that the Chief or Deputy Chief and the Union representative are unable to agree on the third member of the disciplinary board, the Chief or Deputy Chief and the Union Representative shall each submit three names to the Town Manager, who shall choose the third member of the disciplinary board from the names submitted. The disciplinary board shall review the allegations and report recommended findings of fact and disciplinary action, if any, to the Chief of Police in writing. The Chief shall review said recommended findings and disciplinary action in determining the length of any suspension. Any discipline imposed by the Chief of Police which is in excess of that recommended by the disciplinary board may be effected only after the hearing' and appeal process specified in the grievance procedure in Article XV is exhausted. An officer may choose to eliminate the disciplinary board step and accept the discipline recommended by the Chief.

ARTICLE XXIII

DURATION

Section 1. This Agreement shall be in effect from the date of signing of the contract and shall remain in effect through June 30, 2017.

Section 2. This Agreement shall remain in effect from year to year after the expiration date set forth above, unless not more than 180 days nor less than 90 days prior to the expiration date, notice has been served in writing that either party intends to amend or modify this agreement Within ten (10) days after receipt of such notice by either party, a conference shall be held between the Town and the Union to negotiate such proposed changes.

ARTICLE XXIV

NO STRIKE

Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs or slow-downs, or a concerted refusal to render services or to work, including overtime, or any other curtailment or restriction of work at any time during the term of this Agreement.

In the event of a violation of this Article by the Union and/or the employees, the Employer may, in addition to other remedies, discipline such employees up to and including discharge.

ARTICLE XXV

WAIVER OF BARGAINING RIGHTS

The Town and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter, whether referred to or covered in this agreement or not specifically referred to or covered in this agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this agreement and even through such subjects or matter was proposed and later withdrawn.

ARTICLE XXVI

SEVERABILITY

Should any provision of this agreement be contrary to law, statute or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this agreement, all of which shall remain in full force and effect for the term of the agreement.

For the Town	For the Union
Barbara L. Gilbert	
Town Manager	President, IBPO Local 316
June 12, 2014	6-12-2014
Date	Date

Appendix A
July 1, 2014
(+2.85%)

	Minimum start	12 months	24 months	36 months	Maximum 48 months
Patrol officer					
Annual	65625.84	69279.84	72912.96	76525.20	80200.08
Bi-Weekly	2614.40	2654.40	2793.60	2932.00	3072.80
Hourly rate	31.43	33.18	34.92	36.65	38.41
Sergeant					
Annual	85315.68	88907.04	92602.80	96215.04	96215.04
Bi-Weekly	3268.80	3406.40	3548.00	3686.40	3686.40
Hourly rate	40.86	42.58	44.35	46.08	46.08
Dispatcher					
Annual	48713.04	52387.92	56125.44	59862.96	63725.76
Bi-Weekly	1866.40	2007.20	2150.40	2293.60	2441.60
Hourly rate	23.33	25.09	26.88	28.67	30.52
Animal Control					
Annual	44662.32	48149.28	51782.40	55269.36	58860.72
Bi-Weekly	1711.20	1844.80	1984.00	2117.60	2255.20
Hourly rate	21.39	23.06	24.80	26.47	28.19
Dectective/YO					
Annual	71388.72	75021.84	78634.08	82288.08	86004.72
Bi-Weekly	2735.20	2874.40	3012.80	3152.80	3295.20
Hourly rate	34.19	35.93	37.66	39.41	41.19
Lieutenant					
Annual	101080.08	101080.08	101080.08	105715.44	105715.44
Bi-Weekly	3872.80	3872.80	3872.80	4050.40	4050.40
Hourly rate	48.41	48.41	48.41	50.63	50.63

*261 days

Appendix A
July 1, 2015
(+2.9%)

	Minimum start	12 months	24 months	36 months	Maximum 48 months
Patrol officer					
Annual	67525.92	71284.32	75021.84	78738.48	82517.76
Bi-Weekly	2587.20	2731.20	2874.40	3016.80	3161.60
Hourly rate	32.34	34.14	35.93	37.71	39.52
Sergeant					
Annual	87800.40	91475.28	95296.32	99012.96	99012.96
Bi-Weekly	3364.00	3504.60	3651.20	3793.60	3793.60
Hourly rate	42.05	43.81	45.64	47.42	47.42
Dispatcher					
Annual	50132.88	53912.16	57754.08	61596.00	65584.08
Bi-Weekly	1920.80	2065.60	2212.80	2360.00	2512.80
Hourly rate	24.01	25.82	27.66	29.50	31.41
Animal Control					
Annual	45956.88	49757.04	53264.88	57148.56	60572.88
Bi-Weekly	1760.80	1906.40	2040.80	2189.60	2320.80
Hourly rate	22.01	23.83	25.51	27.37	29.01
Dedective/YO					
Annual	73455.84	77214.24	80910.00	84668.40	88489.44
Bi-Weekly	2814.40	2958.40	3100.00	3244.00	3390.40
Hourly rate	35.18	36.98	38.75	40.55	42.38
Lieutenant					
Annual	104003.28	104003.28	104003.28	108784.80	108784.80
Bi-Weekly	3984.80	3984.80	3984.80	4168.00	4168.00
Hourly rate	49.81	49.81	49.81	52.10	52.10

*261 days

Appendix A
July 1, 2016
(+3.1%)

	Minimum start	12 months	24 months	36 months	Maximum 48 months
Patrol officer					
Annual	69860.64	73779.20	77635.84	81492.48	85391.04
Bi-Weekly	2687.20	2816.00	2963.20	3110.40	3259.20
Hourly rate	33.34	35.20	37.04	38.88	40.74
Sergeant					
Annual	90861.60	94676.32	98616.80	102473.44	102473.44
Bi-Weekly	3468.00	3613.60	3764.00	3911.20	3911.20
Hourly rate	43.35	45.17	47.05	48.89	48.89
Dispatcher					
Annual	51876.00	55795.52	59777.92	63739.36	67666.48
Bi-Weekly	1980.00	2129.60	2281.60	2432.60	2590.40
Hourly rate	24.76	26.62	28.52	30.41	32.38
Animal Control					
Annual	47558.24	51498.72	55124.80	59149.12	62691.36
Bi-Weekly	1815.20	1965.60	2104.00	2257.60	2392.80
Hourly rate	22.69	24.57	26.30	28.22	29.91
Dectective/YO					
Annual	76021.92	79920.48	83735.20	87633.76	91574.24
Bi-Weekly	2901.60	3050.40	3196.00	3344.80	3495.20
Hourly rate	36.27	38.13	39.95	41.81	43.69
Lieutenant					
Annual	107629.60	107629.60	107629.60	112576.16	112576.16
Bi-Weekly	4108.00	4108.00	4108.00	4296.80	4296.80
Hourly rate	51.35	51.35	51.35	53.71	53.71

*262 days