

**AGREEMENT**

**between**

**THE TOWN OF WILTON, CONNECTICUT**

**- and -**

**WILTON POLICE UNION LOCAL #1429**

**and**

**CONNECTICUT COUNCIL OF POLICE UNIONS #4, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**July 1, 2021 - June 30, 2024**

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**CONNECTICUT COUNCIL OF POLICE UNIONS 4, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

## **PREAMBLE**

This Agreement has been made and entered into by and between the Town of Wilton, Connecticut (a municipal corporation of that name hereinafter sometimes referred to as the "Town") and Wilton Police Union Local #1429 and American Federation of State, County and Municipal Employees, AFL-CIO, Council #4 (hereinafter sometimes referred to as the "Union") in order to maintain and promote harmonious relationships between the Town and such of its employees as are within the provisions of this Agreement and to ensure the efficiency and continuity of their duties of public service to be rendered to the Town.

## **ARTICLE 1** **RECOGNITION**

1.1 The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed or investigatory functions, excluding the rank of Chief, Captain, and Lieutenant and all personnel above the rank of Sergeant.

1.2 The parties recognize and agree that it shall not be in violation of this Agreement if:

a) Personnel above the rank of Sergeant are assigned, from time to time, on a temporary basis, to the performance of work similar in nature or identical to that performed by those covered by this Agreement.

1.3 There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this Agreement unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers and authority.

## **ARTICLE 2** **PAYROLL DEDUCTION**

2.1 The Town shall deduct twice monthly, on the first (1<sup>st</sup>) and second (2<sup>nd</sup>) pay date of each month, and remit to the Wilton Police Union Local Treasurer, the Union's dues from the earned

wages of each Union member any such amount as determined by the Union in accordance with this Agreement provided that at least one (1) month's notice is given and also provided that no Union dues deductions shall be made from any such member's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the Town.

### **ARTICLE 3**

#### **COPIES OF THIS AGREEMENT**

3.1 The Town and the Union want every department member to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Town will print the Agreement and give a copy to each department member and five (5) copies to the Union.

### **ARTICLE 4**

#### **BULLETIN BOARDS**

4.1 The Town shall permit the use by the Union of a bulletin board located in the Police Department offices for purposes of posting notices concerning Union business and activities. Notices will be posted only by officially designated Union representatives and will be in keeping with the spirit and intent of this Agreement.

4.2 Meeting Room - The Town shall permit the use of the Police Department meeting room for Union meetings upon request to the Chief of Police at least twenty-four (24) hours in advance of such meetings, provided no other meeting is scheduled.

### **ARTICLE 5**

#### **DISCIPLINARY ACTION**

5.1 No employee who has successfully completed his/her probationary period shall be removed, dismissed, discharged, suspended, fired, reduced in rank or disciplined in any other manner by the Town or its duly authorized agents except for just cause. If any Department member who has successfully completed his/her probationary period is removed, dismissed, discharged, suspended, fired, reduced in rank, or subject to other discipline, such member may submit such action through the grievance procedure. No officer in a probationary promotional position shall be denied "just cause" as it relates to any matter except removal from the probationary promotional position.

### **ARTICLE 6**

#### **GRIEVANCE PROCEDURE**

6.1 The purpose of the grievance procedure is to provide an orderly method of adjusting grievances. A grievance is defined as any difference between the Town and the Union or its members as to the interpretation and/or application of any provisions of this Agreement respecting wages, hours, disciplinary action or other conditions of employment. Neither the arbitrator nor the arbitration association has any authority to change the terms of this Agreement.

6.2 The procedure for adjusting a grievance shall be as follows:

1. **Chief of Police:** The Union shall present to the Chief of Police in writing all facts pertaining to the problem or incident complained of within fifteen (15) calendar days of its occurrence.

Within ten (10) calendar days after the grievance is received, a meeting shall be held between the parties to discuss adjusting or resolving the grievance. The Chief of Police shall render a decision in writing thereon to the Union within thirteen (13) calendar days of the meeting.

2. **Police Commission:** If the decision is not satisfactory, the Union may present such grievance in writing to the Police Commission within ten (10) calendar days after receipt of the decision of the Chief of Police.

Within ten (10) calendar days of the receipt thereof, the Police Commission shall meet with the representatives of the Union for the purpose of resolving such grievance. A written decision thereon will be provided to the Union within thirteen (13) calendar days following the date of the meeting.

3. **American Arbitration Association:** If the decision is not satisfactory, the Union may appeal such decision within ten (10) calendar days after receipt to arbitration by the American Arbitration Association. The decision of such Association shall be final and binding upon all parties. Expenses relating to any action before the American Arbitration Association shall be shared equally by the Union and the Town.

6.3 Upon written request, each party shall have the right to one (1) fourteen (14) day extension per step of the grievance procedure, with the right to request additional extensions which require mutual agreement.

6.4 Any grievance that is not appealed to the next step within the specified time limits will be considered settled on the basis of the last decision rendered.

6.5 Nothing contained herein shall prevent any department member from presenting his/her own grievance and representing him or herself, however, no settlement shall be reached which is in violation of this Agreement. The Union shall receive a copy of all Police Commission decisions within ten (10) days of such decision.

6.6 If the Town fails to meet and/or to answer any dispute within the prescribed time limits as hereinbefore provided, such dispute may be processed to the next step.

## **ARTICLE 7** **WORK WEEK**

7.1 In addition to any other benefits each member is entitled to under this Agreement, every member of the bargaining unit shall have one-hundred and twenty-one (121) days leave per fiscal year, unless otherwise received in overtime pay.

Administrative positions adjusted under Section 7.1 with five (5) extra days off effective July 1, 2022, with new schedule.

7.2 Effective July 1, 2009, the normal work day for the Patrol Division, with the exception of the Sergeants, shall consist of three (3) shifts which are Midnight Shift (2300 to 0700 hours), Day Shift (0700 to 1500 hours) and Evening Shift (1500 to 2300 hours). The normal work day for the Patrol Division Sergeants, shall consist of three (3) shifts which are Midnight Shift (2230 to 0630), Day Shift (0630 to 1430), and Evening Shift (1430 to 2230). The typical work week cycle shall consist of five (5) consecutive eight (8) hour days followed by three (3) days off, then five (5) consecutive eight (8) hour days followed by two (2) days off, then five (5) consecutive eight (8) hour days followed by two (2) days off, and then the cycle is repeated. Effective July 1, 2022, the typical work week cycle shall consist of five (5) consecutive eight (8) hour days followed by three (3) days off, then five (5) consecutive eight (8) hour days followed by two (2) days off.

Unless specifically assigned by the Chief of Police to designated duties, the Patrol Division shall "bid" by seniority for fixed shift assignment. This bidding process will occur every three (3) months. Implementation of the bids may be adjusted by the Chief of Police in order to reduce any overtime which might otherwise be caused by changes in bids, provided, however, that the Chief of Police's discretion in adjusting such bids shall not be unreasonably exercised.

For the nine (9) month period immediately following completion of the Field Training Program, new members shall rotate through each of the three (3) shifts, Day, Evening, and Midnight. The order of this rotation shall be determined by the Chief of Police or his designee. This rotation shall be done on a quarterly basis (e.g., three (3) months on the Day Shift followed by three (3) months on the Evening Shift, followed by three (3) months on the Midnight Shift.) At his discretion, the Chief of Police may extend this nine (9) month period of shift rotation to twelve (12) months in which case, the Chief of Police would determine the shift on which the member will work for the fourth (4<sup>th</sup>) quarter. Following the procedure set forth in the preceding paragraph, a member shall be allowed to bid for the shift he/she will occupy once he/she completes the nine (9) or twelve (12) month period even if said bidding must occur before the member has finished the nine (9) or twelve (12) month period in order to coincide with the bidding being conducted by the rest of the department for the quarter that will encompass the time after the expiration of the member's nine (9) or twelve (12) month rotational period. The member shall not assume the shift position bid, however, until he/she has completed the nine (9) or twelve (12) month period. During the nine (9) or twelve (12) month period, members shall be allowed to exercise the practice of changing shifts with other members provided such shift changes do not result in the member circumventing the mandated nine (9) or twelve (12) month Day Shift, Evening Shift, Midnight Shift rotation.

Notwithstanding the foregoing, the Chief of Police may temporarily reassign members in the nine (9) or twelve (12) month rotational time period to alternate shifts based upon Department need.

There shall be one (1) sergeant and seven (7) patrol officer positions (excluding desk officers) available for bidding by seniority per shift, including one (1) sergeant for the Days/Midnight position and one (1) sergeant for the Days/Evening position. At the discretion of the Chief of Police, he may adjust the number of personnel on a specified shift according to the total manpower available per the organizational status.

7.3 Except for emergencies, the department shall give notice of at least forty-eight (48) hours to a member who is needed on another shift, unless the member agrees to a shorter term of notice. No member will work more than sixteen (16) hours in a twenty-four (24) hour period unless emergency circumstances as determined by the Chief of Police or his designee exist.

A shift is defined as an eight (8) hour period a member is assigned during any twenty-four (24) hour day.

7.4 The practice of members switching shifts and days off shall be allowed whenever they choose, providing the shifts are covered and both members are in agreement between them. If a member is assigned overtime, the member shall be permitted to give it away and the overtime may be worked by another member. However, in the event the member is unsuccessful in getting another to work in his/her place, the member shall be required to work the overtime. The member must submit, in writing, at least five (5) days in advance of the date of the switches, a notice of any switches. The Chief of Police or his designee, however, may waive the five (5) day advance notice.

7.5 The following procedures will be followed when filling overtime assignments when there is a minimum of five (5) days notice of the overtime need. The administration will post an overtime assignment using the POSS, indicating the coverage needed, including date, shift, and rank. Members may sign up for the "posted" overtime assignment. Preference is given to senior members and members who sign up for the entire complete overtime assignment, typically eight (8) hours. If no member signs up for the full overtime assignment, the assignment may be split into two (2) four (4) hour assignments and filled by members who have signed up for a four (4) hour split assignment. If either a full eight (8) hour assignment or a four (4) hour split assignment is not filled voluntarily, the administration will make the assignment based on seniority.

7.6 Detectives shall work a work schedule with consecutive days off but shall not average more hours per week (Monday through Sunday over any two (2) consecutive weeks) than the average hours worked by those members in Section 7.2 above. Detectives shall work a shift from 0730 hours to 1530 hours, and then a shift from 1500 hours to 2300 hours, and then the cycle is repeated. However, the shift of detectives may be changed upon mutual agreement between the detective and the commander of the Investigative Services Division. The Chief of Police retains the right to appoint two (2) members out of the possible four (4) authorized Detective positions to serve as Detectives on a temporary job assignment basis for one (1) year with the option to extend the appointment to a second (2nd) year at the Chief of Police's sole discretion. The patrol officers appointed to these temporary Detective positions will receive Detective pay.



**7.7** No member shall be scheduled for less than two (2) days leave at any time unless arrangements are made between the department and the member or unless as allowed by other provisions of this Agreement.

Members specifically assigned to designated duties by the Chief of Police pursuant to Section 7.2 above shall work the schedule as prescribed by the Chief of Police. The Records Officer, IT Officer, School Resource Officer, Training Officer, and Administrative Sergeant will be considered administrative positions and subject to Patrol call in. The Miscellaneous Assignment to the Chief Officers (MAC) will be considered part of Patrol. It is understood that the Chief at his discretion can always switch a member's schedule with forty eight (48) hours notice or for emergencies. Such members shall receive the same number of days off during the fiscal year as the members in Section 7.1 above. Any hours in excess of the normal work week or schedule shall be compensated with overtime pay at the rate of time and one-half (1 1/2).

**7.8** The Town may order in officers on overtime to cover staffing needs for up to two (2) DUI checkpoints per calendar year. If the Town does not have sufficient volunteers from the Wilton Police Department uniformed officers personnel, the Town will first ask for volunteers from other neighboring town and/or city police departments at least ten (10) days prior to the date of the DUI checkpoint before ordering Wilton police officers in on overtime. The Town will provide a minimum of seven (7) days notice prior to the date of the DUI checkpoint to the Wilton police officers being ordered in on overtime.

**7.9** The Town will post the DUI checkpoint job within forty eight (48) hours of Department receipt of State approval of the grant funding the DUI checkpoint.

**7.10** The Town agrees not to conduct DUI checkpoints on Christmas and Thanksgiving.

**7.11** The Union agrees that the DUI checkpoint does not constitute an Extra Duty job as defined by Article 11 of the collective bargaining agreement between the Town and Union.

**7.12** Effective May 1, 2014, the Town agrees to limit the number of regularly-bid shifts switches it makes to twelve (12) switches per month, with the exception that two (2) months out of a calendar year, it may switch shifts up to 16 times per month, in the Town's sole discretion. Officers on administrative assignments to designated duties by the Chief of Police under Section 7.2 will be regarded as being on a regularly-bid shift.

**7.13** No officer may have his regularly-bid shift switched more than four (4) times per month. Switches will be made in reverse seniority order.

**7.14** Switches involving officers who are moved from their regularly-bid shift for light duty or administrative assignment, including but not limited to disciplinary assignments or assignments pending resolution of internal affairs investigations, will not be considered as one of the twelve (12) and/or sixteen (16) switches per month. The switch involving the officer whose regularly-bid shift is switched to cover the shift of the officer who has been moved for light duty or administrative assignment as described above will count towards the twelve (12) and/or sixteen (16) switches per month.

7.15 Effective July 1, 2014, the Town agrees to pay the applicable shift differential to the officer who is switched to the evening or midnight shift if such shift is counted as one of the twelve (12) and/or sixteen (16) switches per month, but will not pay the officer whose absence from the evening or midnight shift caused the need for the switch.

7.16 The Town agrees to pay an officer who is regularly scheduled to work either the evening or the midnight shift and is switched to the day shift as one of the Town's twelve (12) and/or sixteen (16) switches per month the shift differential that would have applied if he/she had worked the regularly- scheduled bid shift.

7.17 Sections 7.9 through 7.17 will not affect the Town's ability to assign overtime and order in officers in other circumstances not otherwise limited by the collective bargaining agreement.

## **ARTICLE 8** **LONGEVITY PAY**

8.1 Each member shall be paid longevity pay in the first (1<sup>st</sup>) pay period of July of 1986 and each July following the completion of the respective anniversaries as follows:

10 Years.....	\$300	15 Years.....	\$450
11 Years.....	\$330	16 Years.....	\$480
12 Years.....	\$360	17 Years.....	\$510
13 Years.....	\$390	18 Years.....	\$540
14 Years.....	\$420	19 Years.....	\$570
		20 Years & Over ...	\$650

## **ARTICLE 9** **TEMPORARY ASSIGNMENT TO A HIGHER RATED JOB WITHIN THE** **BARGAINING UNIT**

9.1 If a regular member of the department is temporarily assigned to work as a sergeant for four (4) or more hours during a shift, the member will receive eight (8) hours pay at the sergeant's step 1 rate.

9.2 The parties to this Agreement recognize that there may be times when regular members of the department are assigned for shorter periods to act as sergeant in which case their regular pay will continue for such temporary assignments.

9.3 Regular members of the department so assigned will revert to their regular rate of pay at the end of the temporary assignment.

9.4 If a temporary assignment continues in excess of ninety (90) days, has become vacant and in the discretion of the Police Commission and the Board of Selectmen continues to exist, said position shall become subject to examination. An examination shall be arranged and held within a reasonable period of time.

**9.5 Assignment of Members to Acting Sergeant Position on a Temporary Basis: The following procedures will be used when selecting a member to be assigned the position of Acting Sergeant on a temporary basis when the assigned duty Sergeant is not available.**

- a) The administration will first attempt to fill the temporary Sergeant vacancy with another sworn Sergeant.**
- b) If no sworn Sergeant is available to fill the vacancy, the administration will select from the current Sergeant promotional list the highest ranking member assigned to the shift where the vacancy exists to be given the Acting Sergeant assignment.**
- c) If an Acting Sergeant assignment cannot be made using the procedure outlined in (b) above, the administration will select from the current Sergeant promotional list the highest ranking member, including Detectives, to be given the Acting Sergeant assignment.**
- d) If an Acting Sergeant assignment is made using the procedures outlined in (b) and (c) above, the assignment is at the discretion of the Chief of Police or his designee.**
- e) If a Sergeant does not desire to work any overtime, he must make a written request directed to the Staff Commander expressing the desire not to be assigned overtime, and such request will be taken into consideration when overtime assignments are being made. However, such a request does not exempt the Sergeant from overtime assignments.**
- f) If a Sergeant desires to give away an overtime assignment, he must first attempt to pass the overtime assignment to another Sergeant. If he/she is unsuccessful in giving the overtime assignment to another Sergeant, he/she may offer the assignment to the top three (3) members on the current Sergeant's promotional list. If he/she is still unsuccessful, he/she must work the overtime him/herself. Sergeants will not be permitted to give an overtime assignment to a lower ranked member.**
- g) A member shall not be moved from his/her shift for a single day to fill an Acting Sergeant assignment on another shift unless there is an emergency situation.**
- h) No changes of shifts will be made to circumvent the filling of a shift on a one (1) day basis.**
- i) If advance notice of a long-term vacancy is known, personnel may be moved from one shift to another to accommodate the long-term assignment. As is consistent with practice, long-term means more than thirty (30) days.**
- j) Members will not be moved from one shift to another to fill an Acting Sergeant assignment if the change in shift results in long-term (more than thirty (30) days) overtime costs due to the need to fill the vacancy created by the member who was moved to another shift to assume the Acting Sergeant assignment.**

- k) If the administration does not receive adequate notice of a Sergeant vacancy, and there is no member on the promotional lists available to fill the vacancy, the administration may fill the position with any member the administration believes is capable of fulfilling the functions of the Acting Sergeant assignment.
- l) The administration reserves the right to make an Acting Sergeant assignment without following the procedures outlined above if the administration believes such an assignment is in the best interest of the Department and to ensure efficient operations of the Department.

## **ARTICLE 10**

### **OVERTIME - COURT TIME - CALL-IN**

10.1 Whenever any department member works in excess of forty (40) hours weekly or the daily work schedule, he/she shall receive pay at the rate of one and one-half (1 1/2) times his/her regular rate of pay. Overtime pay shall be calculated based on 1,992 hours worked in one year.

10.2 Court-Time: Whenever any department member is subpoenaed or directed to any legal proceeding as a Wilton police officer on his/her off-duty time, he/she shall receive pay at the rate of one and one-half (1 1/2) times his/her hourly rate of pay for a minimum of four (4) hours less any compensation paid to said employee by the State of Connecticut or any other party to the action.

10.3 Call-In: In the event a member is called in to perform work other than at his/her regularly scheduled hours, said member shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times said member's regular hourly rate of pay with the exception that if a member is called in to perform work at a time contiguous to his/her regularly scheduled hours, the member shall not receive a minimum of four (4) hours pay. Rather, the member shall be paid only for the extra hours worked, and this pay shall be at the rate of one and one-half times said member's regular hourly rate of pay.

The following procedures will be followed when calling in members to work other than during their regularly scheduled hours:

For call-in periods where the department receives less than eight (8) hours notification of the need for call-in, priority will be given to assigning personnel who will either be on a four (4) hour carry over from their normal shift or on a four (4) hour call-in prior to their normal shift. Senior officers will have preference. Exceptions to this preference will be exigent circumstances, or if a particular member has already worked an unusual number of consecutive assignments. The first member who accepts the overtime assignment will receive it.

For call-in periods where the department receives eight (8) hours or greater notification, but less than five (5) days notification, of the need for call-in, priority will be given to members who are available to work the full eight (8) hours with preference to those members who normally work the same time period as the shift where the need for call-in exists. If no member is available for

the full eight (8) hour shift, the assignment will be made in two (2), four (4) hour blocks drawing from members from the current shift, the following shift and off-duty personnel. For call-in periods where the department receives more than five (5) days notification from posting until the date of the overtime assignment, preference will be given to the senior member in the job class.

The Records, IT, Training, School Resource Officers, M.A.C., and Administrative Sergeant will be considered day shift Patrol Division personnel for the purposes of overtime assignments. Detectives will be used for Patrol Division overtime assignments on a "last resort" basis, and only after the Patrol Division personnel resources have been exhausted.

A preference list will be maintained for those members who do not wish to be given overtime assignments. This list will be taken into consideration when overtime assignments are being made. However, members will have no right to refuse an overtime assignment.

There will be a fifteen (15) minute grace period after a page or call has been made for a patrol overtime assignment to allow members an opportunity to respond before the assignment is made. It is understood that the assignment will be made after the fifteen (15) minute grace period based on the data the Chief of Police or his designee has available to him at the time of making the assignment.

**10.4 Straight-Time Pay Calculation:** For purposes of the above sections of this Article, to determine the straight time hourly rate of pay and holiday pay, the straight time hourly rate of pay shall be determined by dividing one-thousand nine-hundred forty-seven (1,947) hours per year into the member's respective annual base pay as required by law.

The straight time daily rate shall be determined by multiplying said straight time hourly rate by eight (8) hours per day.

## **ARTICLE 11** **EXTRA DUTY**

**11.1** Extra duty in the Agreement refers to work assignments involving police duties for private and special duty functions worked by the department members outside of and in addition to the normal and regular working hours.

- a) For jobs worked, the member shall be paid at a rate equal to one and one-half (1 1/2) times the top step Sergeant's hourly rate of pay with a minimum of four (4) hours unless otherwise accepted by the member for a minimum of two (2) hours. For each hour, or portion thereafter, the officer shall continue to be paid at one and one-half (1 1/2) times the top step Sergeant's hourly rate. For the purpose of this section, the top step Sergeant's rate shall be the rate detailed in the wage schedule. Sergeants, for the purpose of this section, shall receive the highest current Sergeant overtime rate based on the wage schedule and their additional pay such as stipends, longevity, etc. The rate shall be set quarterly to coincide with the bid shift.

- b) **Procedure:** All extra duty assignments shall be filled first by contacting all bargaining unit members who are available for extra duty and who have expressed a desire to be called for such assignments in the following order:
- 1) Those on their days off;
  - 2) Those on their time off, before or after a shift, but the extra duty assignment shall not interfere with departmental on-duty time;
  - 3) Assignments shall be voluntary by the members;
  - 4) The Chief of Police or his designee assigns thereafter from those expressing a desire for extra duty assignments.
  - 5) There will be a fifteen (15) minute grace period after a page or call has been made for an extra duty assignment to allow members an opportunity to respond before the assignment is made. It is understood that the assignment will be made after the fifteen (15) minute grace period based on the data the Chief of Police or his designee has available to him at the time of making the assignment.
  - 6) The number of hours of extra duty worked in any given month will be reset to zero (0) at the start of each new month for purposes of determining priority for an extra duty assignment.
  - 7) A member who has accepted an extra duty assignment will not be eligible to subsequently substitute an overtime assignment that conflicts in timing with the extra duty assignment.
- c) When any construction or utility work impedes into the travel portion of any Town or State road, within the boundaries of the Town of Wilton, and in any way puts the safety of the public at risk as determined by the Chief of Police or his designee, the Town shall recommend said contractor performing such work to hire uniformed Wilton police officer(s) at such site. The Chief of Police or his designee shall determine the number of officers necessary at such site to ensure public safety and traffic flow. Town of Wilton Department of Public works and State of Connecticut Department of Transportation maintenance crews shall be exempt from this provision.

## **ARTICLE 12**

### **SENIORITY**

12.1 Seniority shall be based upon the length of the member's most recent period of continuous, uninterrupted departmental service as a sworn member of the Wilton Police Department commencing with that member's date of appointment as a Wilton Police Officer by the Wilton Police Commission for all purposes except shift bidding and vacation scheduling. For purposes of shift bidding and vacation scheduling, seniority shall be based upon the member's most recent period of continuous, uninterrupted service in his/her respective classification.

12.2 Seniority shall help govern all members of the Wilton Police Department in cases of demotion, their retention in case of reduction in the force and their assignments or reassignments due to expansion or reduction in the force. In the event of layoffs within the Department, layoffs shall occur according to seniority within the department, with the least senior bargaining unit member being laid off first, and successive layoffs following the order of seniority with last hired being first laid off.

12.3 The Chief of Police will publish a departmental seniority list that will be available at all times.

12.4 A department member's length of service shall not be reduced by time lost due to sickness or injury leave.

12.5 As set forth in Section 12.2 above, for purposes of the promotional process, seniority shall be based upon the length of the member's continuous, uninterrupted departmental service as a sworn member of the Department, commencing with the member's date of appointment as a Wilton Police Officer by the Wilton Police Commission. Seniority shall be given consideration in all promotional examinations as long as the candidate receives a passing grade by adding to the final grade of such candidate one-quarter (1/4) point for each full six (6) months of service to a maximum of eight (8) points which such candidate has with the Wilton Police Department on the closing date of applications for such promotional examination.

12.6 To enable the Police Commission to exercise sound discretion in the filling of positions within the police force, no employment or promotion in any position on the police force shall be deemed final and permanent until the expiration of a one and one-half (1-1/2) year probationary period for new employees, a one (1) year probationary period for new employees who are lateral transfers, and a six (6) month probationary period for promotion, provided, however, the Police Commission may, for just cause, extend such period for an additional six (6) months. If such probation is to be extended, the Police Commission will inform the member involved, in writing, a reasonable time before expiration of the initial eighteen (18) month, twelve (12) month, or six (6) month period. Such notice will set forth the reasons for the extension so as to allow the member to improve his/her performance in accordance with department standards. Upon satisfactory completion of a probationary period, the member will be placed on the appropriate seniority list and shall receive full continuous credit from the date of hiring. If a member is suspended, he/she will not accumulate seniority during the suspension period.

12.7 It is the policy of the Town and the Union that there shall be no discrimination against race, creed, color, sex, or national origin in the hiring or promotion of department members and the provisions of this Agreement shall be applied to all members covered by it without regard to said race, creed, color, sex or national origin.

### **ARTICLE 13**

#### **BUSINESS LEAVE**

13.1 Each of the three (3) members of the Wilton Police Union's Negotiating Committee shall be granted leave from duty with full pay to attend meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.

13.2 The members of the Wilton Police Union's Grievance Committee, not to exceed three (3) members, shall be granted leave from duty with full pay, such leave not to exceed sixteen (16) hours per month non-cumulative, to attend meetings between the Town and the Union for the purpose of processing grievances when he/she is scheduled to be on duty.

13.3 Training Leave: Each member shall be entitled to a minimum of three (3) days per year leave with pay for in-service training so long as the training is approved by the Chief of Police.

- a) Members shall receive a meal allowance of twenty five dollars (\$25.00) per day for each day they are out of town on training and spend the night away from home.

13.4 Monthly Meetings: The Town undertakes not to modify members' work schedules so as to prevent the Executive Board, the President, the Treasurer and the Secretary of the Wilton Police Union from attending regularly scheduled monthly meetings of the Union.

13.5 The members of the Wilton Police Union's Executive Board shall be granted leave from duty with full pay, not to exceed a total of ten (10) days or eighty (80) hours per fiscal year for the entire Executive Board, to attend Union seminars or training, conventions, conferences, and other union activities All requests for Union leave shall be made by the Union President or his designee.

### **ARTICLE 14**

#### **SICKNESS AND NON-OCCUPATIONAL INJURY LEAVE**

14.1 For each separate illness or injury, each department member will be entitled to regular pay commencing with the first (1<sup>st</sup>) workday of reported absence due to personal illness or non-occupational related injury to a maximum of three (3) calendar months. Example: If a member goes out on sick leave on March 15, 2005, he/she will receive full pay through June 14, 2005. Thereafter, and for a period of nine (9) additional calendar months, the amount will be fifty percent (50%) of regular salary.

14.2 After an absence of more than three (3) consecutive workdays, a certificate of disability will be furnished by the member's physician, if requested by the Chief of Police or his/her designee. A report, in person, by telephone or letter, once every seven (7) days, if requested by the Chief of Police, or his/her designee, will be submitted during the period of convalescence. At the discretion of the Town, an examination by a physician to be designated and compensated by the Town may be required. Abuse of sick leave shall constitute grounds for disciplinary action by the Chief of Police.



14.3 If the absence is caused by sickness or accident which entitles the member to Workers' Compensation payment, or if payments are received from or on behalf of another party responsible for the cause of the accident, only the difference between the benefits and the other payments will be allowed.

14.4 If a member has been out on sick leave, he/she shall not be permitted to work an extra duty assignment or overtime for the Department for the sixteen (16) hour time period following the shift spent on sick leave, unless the extra duty or overtime assignment is approved by the Chief or his designee.

## **ARTICLE 15** **PERSONAL LEAVE**

15.1 Leave of Absence with Pay: The Chief of Police or his designee, at his discretion, shall grant a personal leave of absence with pay for a period not to exceed three (3) regularly scheduled work days per fiscal year, regardless of start date within the fiscal year, which may be taken in half day increments or hourly with permission of the Chief of Police to attend to personal business which by necessity cannot be conducted during normally scheduled working hours. Members need only advise of the need for said personal leave, the date the leave is needed and the shift the member is scheduled to work on that day. Personal leave days, half days, or hours may only be taken in conjunction with vacation or holiday days or with the days off that may immediately precede or follow vacation or holiday days if the member seeking the personal leave day(s), half days, or hours provides the Chief of Police or his designee with the reason for the need for the personal leave requested. Hourly leave may be used with permission of the Chief of Police or his designee. The Chief of Police or his designee may require the member to provide a reason for the need of hourly leave.

15.2 Leave of Absence without Pay: The Chief of Police may grant leave of absence without pay for a period not to exceed thirty (30) calendar days to any department member who requests such leave for personal reasons. Upon expiration of such leave of absence or earlier, if so requested by such member, he/she shall be reinstated in the position which he/she held at the time leave was granted. Failure by the member to return from such leave will be considered as a voluntary resignation.

15.3 Exceptions: The Chief of Police may grant extensions to the above time periods. All such exceptions are to be reported to the Police Commission at the next regularly scheduled meeting.

15.4 Requests for personal leave under Article 15 shall not be unreasonably denied.

15.5 Family Medical Leave: In the event the member is eligible for family or medical leave under Federal or State law, it is understood that such entitlement shall be in lieu of his entitlement under 15.2 above to the extent of the number of weeks of family or medical leave taken.

- a) The member shall have the option of taking an unpaid family or medical leave or of substituting all his/her accrued paid leave for family or medical leave, i.e., the member's accrued paid leave shall run concurrently with, not in addition to, his/her family or medical leave.
- b) During unpaid family or medical leave, group medical insurance will be continued by the Town as required by law. Group life insurance will be continued by the Town provided that the employee submits payment for the cost of the premiums to the Town, monthly, in advance.
- c) It is understood that all leave provisions shall be administered in a manner consistent with a member's rights, if any, under applicable family and medical leave statutes. Likewise, it is the Parties' intent that the Town shall have the right to exercise any rights of an employer under such applicable statutes. In addition, while a member is out on family or medical leave, he/she cannot perform extra duty work.

#### **ARTICLE 16** **BEREAVEMENT LEAVE**

16.1 Up to five (5) days shall be granted to each member in the case of the death of the member's wife, husband, mother, father, daughter, or son. The members shall have the option to take bereavement leave in full- or half-day increments.

16.2 Up to three (3) days shall be granted to each member in the case of the death of the member's mother-in-law, father-in-law, stepmother, stepfather, sister, brother, grandparent(s), grandchild or any relative who is domiciled in the member's household. The members shall have the option to take bereavement leave in full- or half-day increments.

16.3 Bereavement leave of one (1) day shall be granted to members to attend a wake and/or funeral services of a brother-in-law, sister-in-law, uncle, aunt, nephew, niece, son-in-law or daughter-in-law. The members shall have the option to take bereavement leave in full- or half-day increments. The Chief of Police shall have discretion to grant bereavement leave in hourly increments on a case-by-case basis. The Chief of Police's decision to grant or deny hourly leave shall not be subject to the grievance process.

16.4 A member making a request for leave under the provisions of this Article shall make such request on an authorized form for bona fide reasons. Such forms shall be executed in duplicate with a space provided for approval or disapproval. Any request which is disapproved shall carry a statement in writing explaining the reason for such disapproval of a leave request and returned to the requesting member.

#### **ARTICLE 17** **INJURY LEAVE**

17.1 Injury Leave Pay: Each member who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay, less workers' compensation, from the day of

injury until such time as he/she is able to return to duty. In no event shall an employee receive full pay pursuant to the terms of this provision for more than seventy eight (78) weeks as a result of the same injury. In no event, shall such injury leave as provided herein exceed two (2) years. If such member is unable to return to duty at the expiration of two (2) years from date of injury, he/she shall be eligible for all benefits to which he/she may be entitled under the disability or any other applicable provisions of the Retirement Plan.

17.2 Medical Expenses: During such injury leave, the Town shall pay hospital, medical and drug expenses in excess of reimbursement made to the member by worker's compensation, liability insurance or other payments for each member who is injured or disabled in the performance of duty, provided he reports such injury or disability to the Chief of Police or the shift commander for the shift upon which the injury occurred on the day in which the injury or disability occurs or as soon as the injury or disability is discovered, but in any event not later than the reporting time limits set forth in the State of Connecticut worker's compensation statutes.

## **ARTICLE 18** **MILITARY LEAVE**

18.1 A department member shall be granted a military leave of absence without pay in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and as it may from time to time be amended and in accordance with other applicable Federal and State law.

## **ARTICLE 19** **RESIDENCE**

19.1 Any member hired after July 1, 1984 shall be required to live within forty five (45) road miles from the Town Hall of Wilton. Members may appeal to the Chief of Police and Police Commission to have the forty five (45) road miles requirement increased up to a maximum of fifty (50) road miles. The parties agree that it is in the interest of the Town to be able to summon the member to emergency duty in the shortest possible time.

## **ARTICLE 20** **HOLIDAYS**

20.1 All members shall receive twelve (12) holidays per calendar year: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

20.2 Effective January 1, 2001, during each calendar year, members shall be compensated for these twelve (12) days as follows:

Twelve (12) working days either to be taken as leave time, as either singular days or in blocks of days, or in pay, to be received in the first pay period in January following the calendar year in

which the days could have been taken at the normal daily rate of pay in effect at the time payment is made. There shall be no carryover of holidays from one calendar year to the next.

New hires and terminated members receive a prorated amount of holiday time calculated as follows. One (1) holiday is earned per full month worked. For new hires, these days can be used as described in the immediately preceding paragraph. For members who terminate employment, the number of holidays earned will be calculated, the number of holidays taken as leave time subtracted from the number earned, and the member will receive the balance of holidays earned in pay at termination at the daily rate of pay in effect at the time of termination.

Day(s) shall be granted if the department incurs no officer replacement cost and granting the day(s) will not decrease patrol coverage to less than three (3).

Members must give the department at least twenty-four (24) hours notice for request of leave time. Members may take holiday leave without twenty-four (24) hours notice if the affected shift has the minimum staffing needed, as determined by the Chief of Police or his designee.

All Chief of Police designees, including shift supervisors, can approve leave time.

Once approval has been granted, it cannot be rescinded.

Preference will be given to members who sign up for their holiday leave time in blocks, not single days.

The fact that holiday time is available will not be a factor in determining whether a Personal Leave day will be granted.

The prior system of determining holiday compensation shall cease as of December 31, 2000 and the system described above shall take effect January 1, 2001. There will be no carryover of benefits from the prior system to the current system of holiday entitlement. For members hired after January 1, 2001, their holiday leave for calendar year 2001 will be earned as set forth in the paragraph above that addresses newly hired members.

There shall be no retroactive pay to adjust for the fiscal year 2006 general wage increase for the holiday pay received in January of 2006 prior to the settlement of this Agreement. In lieu of retroactive pay, each member who received holiday pay in January of 2006 shall receive eight (8) hours of leave with pay to be scheduled at the discretion of the Chief of Police and further to be scheduled so that it does not cause the Department to incur overtime costs.

## **ARTICLE 21** **VACATIONS**

21.1 After Probation: In each fiscal year, each member who has completed his probationary period shall receive vacation leave with pay.

21.2 After the first complete fiscal year of service, vacation entitlement will be earned in accordance with the following schedule. With the exception noted below, single day(s) shall only be granted if the member gives seventy-two (72) hours notice of his/her desire to take a single day, and the granting of single vacation days, like the granting of vacation in blocks of time, is subject to the staffing restriction set forth in the third (3<sup>rd</sup>) paragraph of Section 21.8(a). Members may take vacation leave without seventy-two (72) hours notice if the affected shift has the minimum staffing needed, as determined by the Chief of Police or his designee.

- 10 working days of vacation after 1 fiscal year (10 days can be taken singly)
- 15 working days of vacation after 5 fiscal years (up to 10 days can be taken singly)
- 18 working days of vacation after 10 fiscal years (up to 10 days can be taken singly)
- 20 working days of vacation after 15 fiscal years (up to 10 days can be taken singly)
- 25 working days of vacation after 20 fiscal years (up to 10 days can be taken singly)

21.3 Anniversary Date: For the purpose of calculating vacation time for all members who have completed their probationary period, the member's anniversary date will be his/her date of hire.

21.4 When Vacations Are Taken: Vacation leave shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted to any department member by the Chief of Police to carry unused vacation leave from one year to the following year.

21.5 At Termination: Any member who is entitled to vacation at the time he/she terminates his/her services shall receive one (1) day of vacation pay for each day of such leave. In the event that any member is entitled to vacation leave at the time of his/her death, his/her estate shall receive the vacation pay due the member on the same basis as the member would have been entitled in the case of termination.

21.6 A member shall be entitled to earned vacation pay upon separation from employment unless he/she has been discharged for "just cause."

21.7 Less than Full Year of Service: If a member has less than the required full year of employment prior to the close of the fiscal year, he/she shall be credited with pro rate earned vacation time, which may be scheduled upon completion of his first full year of employment as follows: Number of full months of service divided by twelve (12) x full vacation period applicable per annum. The member's actual date of hire will be used to calculate the number of full months of service.

## **21.8 Vacation Procedures**

### **a) Annual Vacation Sign Up**

Each year on February 1<sup>st</sup> an annual vacation sign up will be posted for the upcoming fiscal year. Every member must sign up for their vacation time for the months of July through December by March 1<sup>st</sup>. In addition, every member has the option of signing up for vacation for the whole fiscal year, i.e., July through June. Members who sign up for the full fiscal year by March 1<sup>st</sup> will have their first choice of vacation time periods, with seniority having preference.

Each year on August 1<sup>st</sup> a second vacation sign-up sheet will be posted for the months of January through June of the current fiscal year, indicating those vacation time periods remaining after the February sign-up. Requests for vacation time periods will be granted with seniority having preference. Requests for any of these remaining vacation time periods must be made by September 1<sup>st</sup>.

No more than four (4) Patrol Officers (including desk officers), one (1) Patrol Sergeant, two (2) members of the Investigative Services Division (seniority, not rank, to determine which officer(s) has priority, one (1) School Resource Officer, one (1) Records Officer, (1) IT Officer, (1) Training Officer, and (1) Administrative Sergeant may be off at one time. The number of officers on simultaneous vacation leave may be increased with the approval of the Chief of Police. For purposes of this staffing requirement, employees who are out on leave consisting of holidays (block or single), in addition to employees on vacation leave, will count towards the maximum number of officers allowed to be out at one time, as set forth above.

An exception to the seniority rule of awarding vacation requests will be made when a junior officer bids for the same time block as a more senior officer but requests more consecutive days. Blocks will be defined as the one (1) week periods posted in the vacation sign-up sheets.

Finalized vacation sign-up sheets will be posted on April 1<sup>st</sup> and October 1<sup>st</sup>.

### **b) Vacation Changes**

Up to two (2) weeks prior to the posting of the monthly working schedule, members may turn in a vacation change voucher requesting a change in their vacation time which cannot be denied provided the time block has not been fully reserved.

Any changes in vacation scheduling as they relate to detective personnel will be implemented by the Investigative Services Division commander.

**c) Vacation Changes After Schedule Has Been Posted**

Once the monthly working schedule has been posted, members may apply for a vacation change by turning in a vacation change voucher.

Changes may be granted with the approval of the Chief of Police.

21.9 Effective July 1, 2011, and each fiscal year thereafter, members may take up to ten (10) single days of earned vacation, following the procedures set forth in Article 21.

**ARTICLE 22**  
**UNIFORMS AND EQUIPMENT**

22.1 The Town, at its expense, will furnish to and maintain, clean, repair and replace for each department member, at the time of and during his/her employment, all necessary uniforms and equipment as listed in Appendix I.

22.2 The Town shall pay a clothing and cleaning allowance to each member assigned to the Investigative Services Division. A clothing allowance of two-hundred and no/100 (\$200.00) dollars and a cleaning allowance of one-hundred and no/100 (\$100.00) dollars will be paid to the members assigned to the Investigative Services Division each quarter of the fiscal year. The payment shall be made in the first (1<sup>st</sup>) pay period of the first (1<sup>st</sup>) month of the quarter in which the assignment has been made, i.e., for the first (1<sup>st</sup>) quarter (July through September), payment shall be made in the first (1<sup>st</sup>) pay of July; for the second (2<sup>nd</sup>) quarter (October through December), payment shall be made in the first (1<sup>st</sup>) pay of October; for the third (3<sup>rd</sup>) quarter (January through March), payment shall be made in the first (1<sup>st</sup>) pay in January; and for the fourth (4<sup>th</sup>) quarter (April through June), payment shall be made in the first (1<sup>st</sup>) pay of April. If a member is assigned to the Investigative Services Division for less than a quarter of a fiscal year, he/she will still receive the full stipend for that quarter.

**ARTICLE 23**  
**INSURANCE**

23.1 For each regular member, the Town shall provide the following:

- a) The premium of a minimum seventeen-thousand five-hundred and no/100 (\$17,500.00) dollars accidental death and dismemberment insurance policy of the Police Association of Connecticut.
- b) False arrest liability insurance in the amount of five- hundred thousand and no/100 (\$500,000.00) dollars per occurrence with an aggregate maximum of one-million and no/100 (\$1,000,000.00) dollars; however, the provisions of Section 7-465, Connecticut General Statutes, shall prevail.
- c) Effective July 1, 2020, the Town's Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") has been replaced with the State Partnership Plan 2.0

with Anthem Blue Cross and Blue Shield, which includes the State BlueCare POS medical benefits, CVS Pharmacy benefit, and Health Enhancement Program ("HEP") through WellSpark for all eligible employees and dependents. It is understood that the rules, regulations, and determinations of Anthem, as well as the existing terms and conditions of the State Partnership Plan 2.0 agreements with the Town, shall be binding on all parties.

- d) The Town will pay the premium rates set by the State Partnership Plan 2.0 for the employees participating in the plan. The employees will contribute towards the cost eleven (11) percent of the insurance premium cost effective July 1, 2020 for fiscal years 2021, 2022, 2023, and 2024. The percentage times the actual annual State Partnership Plan 2.0 health insurance premium divided by twenty-six (26) will be the employee contribution that shall be paid through a payroll deduction that will be taken from each and every pay for the members' premium cost share for the State Partnership Plan 2.0.
- e) Effective July 1, 1992, group term life insurance for the employee in an amount equal to one (1) times salary rounded to the nearest thousand dollars. Effective July 1, 1992, the Town will provide a fifty-thousand and no/100 (\$50,000.00) dollar term life insurance benefit payable only in the event the member is killed in the line of duty, as such is defined in the policy. If the Town does not self-insure the newly negotiated life insurance benefit, then the Town shall provide the Union with a copy of the carrier's insurance policy. If the Town self-insures, then the parties acknowledge that the fifty-thousand and no/100 (\$50,000.00) dollar benefit is payable only if the member is killed in the line of duty, as opposed to merely dying while on duty.
- f) Dental coverage for members and their dependents. Employees shall pay the same premium co-share percentages for dental insurance as is paid for the State Partnership Plan 2.0 health insurance.
- g) The Town may change carriers in the above insurance provided such insurance are equivalent to or better than the above insurance benefits.
- h) Effective July 1, 1992, in the event a member is killed in the line of duty, the medical insurance as set forth herein shall be continued for the spouse and dependent children of said member, at Town expense; provided, however, that such insurance coverage shall cease for the spouse and/or children in the event of any of the following, whichever occurs first:
  - 1) Remarriage of spouse (ceases for spouse; also ceases for children if step-parent has insurance under which children may be covered);
  - 2) Death of spouse (ceases for spouse);
  - 3) Insurance coverage is obtained elsewhere (ceases for spouse and children);



- 4) The earliest date on which the deceased employee would have been eligible to retire under the normal retirement date provisions of the Retirement Plan for Town of Wilton police officers (ceases for spouse and children); and/or
- 5) The dependent children reach twenty six (26) years of age ceases for children).

Once a spouse and/or child is no longer entitled to said insurance coverage, they are not entitled at a later date to again be covered pursuant to this section.

- i-1) Effective January 1, 1992, a member who retires pursuant to the Retirement Plan for Town of Wilton police officers is entitled to continue, at his/her own expense, coverage under the medical insurance as set forth herein, meaning the State Partnership Plan 2.0, and as those benefits may from time to time be modified or amended in future collective bargaining agreements. This benefit applies to the retiring member and spouse only. For members retiring on or after January 1, 1993, under the conditions set forth above, said members shall reimburse the Town one-hundred percent (100%) of the group premium rate or payment to a self-insurance fund.
- i-2) Effective July 1, 2000, any member who retires on or after July 1, 2000, pursuant to Section 3(1) "Normal Retirement Date" of the Retirement Plan for Town of Wilton police officers, or any member who is a participant in the Town's defined contribution retirement plan and separates from employment with the Town having achieved the requirements of "Normal Retirement" as set forth in Section 3(1) "Normal Retirement" Date of Retirement Plan for Town of Wilton Police Officers and his/her spouse, but no other dependents, shall be eligible to continue in the health insurance benefit set forth in Article 23, Insurance, Section 23.1(c) and (f) of the 2011-2014 collective bargaining agreement between the parties, meaning the State Partnership Plan 2.0, and as these plans may from time to time be modified or amended in future collective bargaining agreements. The maximum period of such retiree health insurance coverage will be the lesser of one-hundred forty-four (144) months from the date of retirement or the date the retiree becomes eligible for coverage under Medicare or its successor, even if the retiree's spouse is not yet eligible for such Medicare or successor coverage on that date. During said period of retiree health insurance coverage, the Town will pay fifty percent (50%) of the lesser of: (a) The actual health insurance premium cost or payment to a self-insurance fund during such period of retiree health insurance coverage or (b) The health insurance premium cost or payment to a self-insurance fund at the time of retirement increased by five percent (5%) on July 1 of each year following the year of retirement. The five percent (5%) annual increase in the premium in effect at the time of retirement shall be applied on a compound basis, in accordance with the following example.

Premium at time of retirement = P  
Date of retirement: June 15, 2001

July 1, 2001:  $P \times 1.05$   
July 1, 2002:  $P \times (1.05 \times 1.05)$   
July 1, 2003:  $P \times (1.05 \times 1.05 \times 1.05)$  and so on.

The health insurance coverage benefit provided in paragraph i-2 shall not extend to retiree(s) who continue full-time employment with health insurance coverage after retirement from the Wilton Police Department. A retiree may not elect cash payments in lieu of the health insurance coverage set forth herein. Upon the expiration of the benefit period set forth in this paragraph i-2, the employee may continue the retirement benefit set forth in Section i-1.

- j) In the event there is joint spouse insurance coverage, both spouses being employees of the Wilton Police Department, then one of the spouses may waive in writing, the medical insurance as set forth in the collective bargaining agreement. In the event they so waive such insurance, they shall be paid annually one-half (1/2) of the lower of the two (2) spouses' medical insurance premiums. Such amount may be prorated if the election is made effective other than July 1.
- k) The Town will make the Flexible Spending Account ("FSA") program available to the employees on a voluntary basis effective July 1, 2020 and on an annual basis thereafter during the June open enrollment period for participation in the following fiscal year. The FSA program will include the annual \$500 carryover election and will be administered by Stirling Benefits. The Town shall pay for any administrative charges associated with the program. The employee will fund the flexible spending account with pre-tax payroll deductions that will be taken out of every pay in equal amounts. The employee elects the contribution amount annually which can be up to the maximum allowed under IRS regulations.
- l) The Town will make the Anthem Blue View Vision insurance available to the employees on a voluntary basis effective July 1, 2020 and on an annual basis thereafter during the June open enrollment period for participation in the following fiscal year. Employees shall pay the same premium co-share percentages for vision insurance as is paid for the State Partnership Plan 2.0 health insurance.

## **ARTICLE 24**

### **INCREMENTS**

24.1 All annual salary increments shall be automatic unless a member's performance has been found to be unsatisfactory by the Police Commission after an appropriate hearing.

24.2 Increment increases should be allowed on July first (1<sup>st</sup>) of each year for all those to whom they pertain, except new members who became members of the department within three (3) calendar months prior to July first (1<sup>st</sup>).

24.3 The pay grade steps that are applied when a member is promoted or reduced in rank are included in the pay schedule attached to and made a part of this Agreement as Appendix II.

24.4 If the Town employs a full-time police officer who has prior experience as a police officer in a municipal police department in the State of Connecticut and who has received certification from the Police Officers Standards and Training Council, the Wilton Police Commission may place said officer at any step of the police officer wage scale for his/her starting wage. Subsequent step increases will be in accordance with the terms of this Agreement.

**ARTICLE 25**  
**NO STRIKE CLAUSE**

25.1 There shall be for the life of this Agreement or any statutory extension thereof, no strike, slowdown, suspension, stoppage of work, or any unauthorized unilateral speedup or increase in work productivity by any member or members by the Union.

25.2 Should any member or group of members covered by this Agreement engage in any strike, slowdown, suspension or stoppage of work, such member or members may be subject to disciplinary action.

**ARTICLE 26**  
**MISCELLANEOUS**

26.1 Any member of the Wilton Police Department is considered on duty when he/she is involved in normal police activity including extra duty even though such incident may occur during his/her scheduled off-duty time.

26.2 Effective October 1, 1996 all members of the department shall be given access to the monthly work schedule three (3) months in advance through the POSS. The schedule will be available on a monthly basis on the Monday which falls closest to the first (1<sup>st</sup>) of the month through the POSS. There will be an understanding that each member is responsible for reflecting any additional changes in the work schedule.

EXAMPLE: Monthly schedule for April will be available on January first (1<sup>st</sup>).

26.3 No person under investigation, under arrest or being transported in connection with a police incident shall ride in the front seat of a police vehicle.

All persons taken into custody will be transported in the rear portion (seat) of the police vehicle. If the person is under arrest, he/she will be handcuffed behind his/her back for transportation purposes and placed in the rear of the vehicle. The prisoner partition will be in position and the rear doors locked for the safety of the prisoner. If, in the opinion of the arresting officer, he/she feels a danger exists for the safety of the officer, the prisoner, the general public or Police department equipment in the officer's charge, the officer, in his/her discretion, may ask for and shall receive backup assistance for the transportation of the prisoner within the same vehicle assisting the officer in front.

In vehicles which are not provided with prisoner partitions, two (2) officers shall be used for transport at all times and may be used for persons being transported for investigation purposes, if, in the discretion of the officer, the situation warrants two (2) officers.

Two (2) officers shall be used in the transportation of any female prisoner(s) and the services of a female officer shall be used if one is available. Two (2) officers may also be used in the

transportation of any female under investigation if, in the discretion of the investigating officer, the situation warrants same.

Two (2) officers shall be used at all times in the transportation of prisoners to court and to and from corrections institutions. Two (2) officers shall be used at all times in the execution of arrest warrants and in the execution of search warrants. With regard to warrants, the two (2) officers do not necessarily have to be Wilton police officers, but no less than two (2) officers shall be used in the execution of the warrant(s). All warrants executed in Wilton, issued to the Wilton Police Department for arrest(s) to be made in Wilton, shall be executed by two (2) Wilton Police Officers.

26.4 Members shall receive notice of all communications that are to be entered into their personnel files and shall be required to initial such communications. For purposes of this section, personnel file does not include internal investigation files.

26.5 If a member of the Department shall suffer the loss or damage to personally owned items such as wristwatches, eyeglasses, dental plates or any other related items while performing in the line of duty, as opposed to being lost or damaged while simply being on duty, said officer may, in the discretion of the Chief of Police, be reimbursed for said loss or damage. The Chief of Police's decision is not subject to the grievance procedure.

26.6 While new members attend the Police Academy for their initial certification training, their place of employment for all intents and purposes shall be considered the Police Academy, and they shall not be eligible for travel reimbursement.

26.7 Effective July 1, 2022, each union member shall annually use sixteen (16) hours of the union member's five (5) additional days off (for which the union member is being paid under the 5/3, 5/2 schedule) for the purpose of attending mandated training for no additional compensation. Union members will be assigned to attend mandated training in conjunction with their regularly scheduled shift up to four (4) hours. If available, union members may have the option of attending mandated training on their regularly scheduled day off or may opt to attend training in conjunction with their regularly scheduled shift up to eight (8) hours and not to exceed sixteen (16) hours in one twenty four (24) hour period.

## **ARTICLE 27** **PENSION PLAN**

27.1 The parties agree that a pension plan for the members of the Wilton Police Department covered by this Agreement has been negotiated as a separate document with its own duration terms.

**ARTICLE 28**  
**EDUCATION INCENTIVE PLAN**

**28.1 Education Incentive Plan:**

- a) A member shall be paid seventy-five percent (75%) tuition reimbursement upon successful completion of course work leading to an Associate's degree in any major or a Bachelor's or a Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree. Members must submit to the Chief of Police or his designee a letter of intent to enroll in classes meeting the eligibility requirement set forth above on or before January 1 of the fiscal year prior to the fiscal year in which the classes will be attended.
- b) During the fiscal year the member receives an Associate's Degree and every fiscal year thereafter, the member shall receive additional pay at the rate of five-hundred and no/100 (\$500.00) dollars per year. Payment in years subsequent to the fiscal year in which the member receives an Associates' degree will be made in the first (1<sup>st</sup>) pay in July.
- c) During the fiscal year the member receives a Bachelor's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law- Enforcement-related program and every year thereafter, the member shall receive an educational allowance of one- thousand and no/100 (\$1,000.00) dollars. Payment in years subsequent to the fiscal year in which the member receives a Bachelor's degree will be made in the first (1<sup>st</sup>) pay in July.
- d) During the fiscal year the member receives a Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law- Enforcement-related degree and every year thereafter, the member shall receive an educational allowance of one- thousand five-hundred and no/100 (\$1,500.00) dollars. Payment in years subsequent to the fiscal year in which the member receives a Master's degree will be made in the first (1<sup>st</sup>) pay in July.
- e) If a member has received payment for having an Associate's degree in the same fiscal year as he/she receives a Bachelor's degree or for having a Bachelor's degree in the same fiscal year as he/she receives a Master's degree, he/she shall receive an additional five-hundred and no/100 (\$500.00) dollars in that fiscal year at the time he/she receives the Bachelor's or Master's degree. He/she shall receive a one-thousand and no/100 (\$1,000.00) dollars payment for a Bachelor's degree or one-thousand five- hundred and no/100 (\$1,500.00) dollars payment for a Master's degree in the first (1<sup>st</sup>) pay in July of each subsequent fiscal year.
- f) The payment for the Associate's degree in any major, Bachelor's degree, or Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree shall supersede any payment for tuition reimbursement. However, in the fiscal year in which the member receives his/her degree, reimbursement under this Article shall be the greater of (a) seventy-five

percent (75%) tuition reimbursement for any courses successfully completed that fiscal year or (b) applicable degree stipend.

- g) Two (2) years of active non-reserve military service shall be equated to one (1) year of higher education, such that an employee with four (4) years of active non-reserve military service shall receive incentive pay as if he has earned an Associate's degree.
- h) The Town will reimburse the member for the cost of all textbooks required to be purchased in connection with any course successfully completed by the member in working toward an Associate's in any major, Bachelor's, or Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree.
- i) The payments in this Article shall apply only to successfully completed course work for school approved courses towards any Associate's degree or degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree and providing the member has received a grade of "C" or better or passing grade when a pass/fail system is used in place of letter grades.
- j) Members shall be entitled to the above listed benefits upon completion of their probationary period. Payment will be made during the same fiscal year the probationary period is completed. Payment for the Associate's, Bachelor's, or Master's degree shall be made every fiscal year thereafter. Payment for successful completion of particular course work is made on a one time basis for the course(s) completed.

## **ARTICLE 29**

### **APPOINTMENTS AND PROMOTIONS**

29.1 Applicants for appointments to any promotional position in the Wilton Police Department shall submit to the following examination:

- a) All examinations shall be conducted by a qualified testing agency, as determined by the Chief of Police. Examinations shall consist of a written examination with a weight of sixty percent (60%) and an oral examination with a weight of forty percent (40%), with seniority figured in as per Article 12.5. Points for seniority will be capped at eight (8). Job performance will also be considered. Examinations will be conducted whenever a promotion eligibility list has expired, with the exception that if the Police Commission determines it will not be filling positions of a specific rank, the promotion examination for that rank will not be given and an eligibility list will not be maintained, until and if the Police Commission decides to once again fill positions of that specific rank.
- b) Any member of the department who has full-time police service with the Wilton Police Department (including probationary service) for at least five (5) continuous, uninterrupted years shall be eligible for promotion to the rank of sergeant and three (3) continuous, uninterrupted years for the rank of detective.

- c) An eligibility list shall be created as a result of such examination. The Police Commission shall choose from the three (3) highest ranking grades on such examination. If a member who is on the eligibility list waives such position, the next applicant on such eligibility list shall be considered. In the event that more than one (1) vacancy is to be filled, the appointment of the eligible appointee shall be made from the three (3) top candidates remaining at the top of the list.
- d) Three (3) members of police departments, no closer than ten (10) miles of the boundary of Wilton, shall comprise the Oral Board, and each such member shall be at least one (1) rank higher than the position for which the promotional examination is being given. Each Oral Board member shall provide a numerical score for each applicant, and said scores shall be averaged. A member of such panel shall disqualify himself if a conflict of interest exists with respect to any applicant, and the remaining scores shall be averaged out and applied.
- e) The applicant must achieve a final calculated score of seventy percent (70%) or higher, prior to adding points for seniority, in order to be eligible to proceed to the next phase of the promotional process.

29.2 Any eligibility list, created after July 1, 2000, kept by the Town for such promotion examination shall remain in effect for a period of twenty-four (24) months.

### **ARTICLE 30** **ANTI-DRUG STATEMENT**

30.1 The Town and the Union agree that the maintenance of a workplace free of alcohol and illegal drugs is mutually beneficial.

### **ARTICLE 31** **PHYSICAL EXAMINATIONS**

31.1 Department members will process the cost of their yearly physical examination through the Town's medical plan. The Town will pay for any portion of the physical examination cost that is not covered by the health insurance plan, e.g., co-pay, deductible, co-insurance, and the full cost of the physical examination received in those years when the cost of the examination is not covered by the Town's medical plan due to the plan's age-based schedules. The Town will bear no responsibility for paying for any of the cost of additional medical care and/or diagnostic tests that are required as a result of the findings of an annual physical examination.

### **ARTICLE 32** **DEFERRED COMPENSATION PLAN**

32.1 The Town will offer a Section 457 deferred compensation plan. Costs incurred by the Town in offering and administering said plan shall not be passed on to plan participants. Effective on or about July 1, 2012 or the execution date of the July 1, 2011 through June 30, 2014 collective bargaining agreement, whichever date is later, the Town will amend its

agreement with its Section 457 deferred compensation plan provider to permit employee Roth contributions to the Section 457 deferred compensation plan and employee contributions to Roth IRA's.

### **ARTICLE 33** **FUNERAL EXPENSES**

33.1 The Town shall pay all reasonable funeral expenses incurred by the family of a member who is killed in the line or performance of duty up to a maximum of ten-thousand and no/100 (\$10,000.00) dollars.

### **ARTICLE 34** **DISPATCH**

34.1 The Department may civilianize the job function of dispatcher provided that the member staffing described in paragraphs a-c below is maintained. The following procedures will be followed when staffing the Town's Emergency Services Dispatch Center:

- a) The Department will utilize a member on the Evening Shift and may utilize a member on the Day Shift, based on the current work rotation, Monday through Friday.
- b) The Department will staff dispatch with a member on the Midnight Shift, based on the current work rotation, seven (7) days a week.
- c) The Department will utilize a member on the Day and Evening shifts, based on the current work rotation, on Saturdays and Sundays.
- d) When any of the members scheduled to be desk officers are absent, their dispatch function first will be covered by members trained as desk officers, and if no members trained as desk officers are available, their dispatch function may be covered by civilian dispatchers.
- e) When any of the civilian dispatchers are absent, their dispatch function first will be covered by civilian dispatchers and if no civilian dispatchers are available, their dispatch function may be covered by trained members.
- f) The assignments referenced in a), b), and c) will be filled pursuant to practice.

### **ARTICLE 35** **DRUG AND ALCOHOL TESTING PROGRAM**

35.1 The Department will implement a drug and alcohol testing program that includes random testing and a disciplinary structure that requires termination of a member's employment with the Department if the member tests positive for drugs or alcohol a third (3<sup>rd</sup>) time and for members hired after the execution date of the July 1, 2011 through June 30, 2014 collective bargaining agreement if the member tests positive for drugs or alcohol a second (2<sup>nd</sup>) time.



**ARTICLE 36**  
**WELLNESS PROGRAM**

36.1 A member who has taken two (2) or fewer sick days in the fiscal year and who has passed the Cooper Fitness Standards Test (which includes passing the physical examination which is a prerequisite of taking the Cooper Fitness Standards Test) will receive two (2) paid leave days to be scheduled at the Chief of Police's discretion. Participation in the wellness program is voluntary.

**ARTICLE 37**  
**DURATION**


37.1 This Agreement shall become effective as of July 1, 2021 and shall remain in effect until June 30, 2024 and, except as therein otherwise provided, will be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests a change in the Agreement or the renegotiation of a new Agreement by giving written notice to the other party not less than one-hundred eighty (180) calendar days before the expiration of this Agreement.

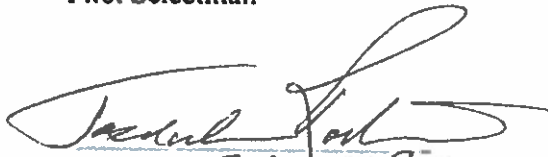
In witness whereof, the parties have caused this Agreement to be executed this 20<sup>th</sup> day of May, 2022.

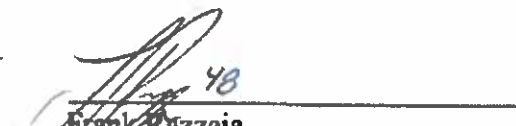
FOR THE TOWN OF WILTON

FOR WILTON POLICE LOCAL #1429,  
AFSCME, AFL-CIO

  
Lynne A. Vanderslice  
First Selectman

  
Anna Tornello  
President

  
Witness Jacqueline Rochester

  
Frank Razaia  
Vice President

  
Witness

Approved by Board of Selectmen:

April 19, 2022

**APPENDIX I**  
**UNIFORMS & EQUIPMENT**

Listed below are the uniform and equipment items that will be furnished to uniform members covered by this Agreement:

**UNIFORM ITEMS**

6 Pairs of Trousers  
6 Long Sleeved Shirts  
2 Turtlenecks  
6 Short Sleeved Shirts  
1 Necktie  
1 Tie Clasp  
32 Chevrons (for Sergeants)  
1 Winter Coat  
1 Raincoat  
1 Rain Hat Cover  
1 Yellow Traffic Shirt  
1 Winter Hat  
1 Baseball Cap  
1 Gunbelt  
1 Trouser Belt  
1 Lightweight Jacket  
1 Pair of Winter Gloves  
1 Traffic Vest  
1 Ballistic Vest  
1 Set of Collar Insignias

**EQUIPMENT ITEMS**

1 Summons Book Holder  
1 Handcuff Case  
1 Pair of Handcuffs  
1 Breast Shield  
1 Hat Shield  
1 Wool Hat  
1 Holster  
1 Nightstick  
1 Nameplate  
\* Riot Helmet  
1 Stinger Streamlight  
1 Badge Carrying Case  
3 Handgun Magazines  
1 Service Handgun  
1 Clipboard  
1 Orange Flashlight Cone for  
Stinger Streamlight  
1 Stinger Leather Case

\* One (1) riot helmet is to be maintained in each marked patrol unit. An additional four (4) riot helmets will be maintained in the Investigative Services Division in an area to be determined by the Investigative Services Division commander.

Listed below are the uniform and equipment items that will be furnished to detectives covered by this Agreement:

**UNIFORM ITEMS**

2 Pairs of Trousers  
2 Long Sleeved Shirts  
2 Short Sleeved Shirts  
1 Winter Coat  
1 Necktie  
1 Tie Clasp  
1 Raincoat  
1 Rain Hat Cover  
1 Yellow Traffic Shirt  
1 Winter Hat  
1 Baseball Cap  
1 Gunbelt  
1 Trouser Belt  
1 Lightweight Jacket  
1 Pair of Winter Gloves  
1 Traffic Vest  
1 Ballistic Vest  
1 Set of Collar Insignias  
2 Turtlenecks

**EQUIPMENT ITEMS**

1 Summons Book Holder  
1 Handcuff Case  
1 Pair of Handcuffs  
1 Breast Shield  
1 Hat Shield  
1 Wool Hat  
1 Holster  
1 Nightstick  
1 Nameplate  
1 Stinger Streamlight  
1 Badge Carrying Case  
3 Handgun Magazines  
1 Service Handgun  
\*\* Riot Helmet  
1 Clipboard  
1 Orange Flashlight Cone for  
Stinger Streamlight  
1 Stinger Leather Case

**\*\* One (1) riot helmet is to be maintained in each marked patrol unit. An additional four (4) riot helmets will be maintained in the Investigative Services Division in an area to be determined by the Investigative Services Division commander.**

**APPENDIX II**  
**SALARY SCHEDULE**

1. Effective and retroactive to July 1, 2021, each Step of July 1, 2020- June 30, 2021 salary schedules shall be increased by 2.75%.
2. Effective July 1, 2022, each Step of July 1, 2021 - June 30, 2022 salary schedules shall be increased by 2.5%.
3. Effective July 1, 2023 each Step of July 1, 2022 - June 30, 2023 salary schedules shall be increased by 2.25%.

Effective with the execution of the July 1, 2011 through June 30, 2014 collective bargaining agreement, all wages shall be paid by direct deposit.

**IIA: Police Officers Hired After June 30, 1993**  
**Steps**

Police Officer	1	2	3	4	5	6	7
July 1, 2021	69,096	72,812	76,730	80,854	85,202	89,779	94,607
July 1, 2022	70,824	74,632	78,648	82,875	87,332	92,023	96,972
July 1, 2023	72,417	76,311	80,417	84,740	89,297	94,094	99,154

**II B: Detectives**  
**Steps**

Detectives	1	2	3
July 1, 2021	85,751	92,343	99,336
July 1, 2022	87,895	94,652	101,819
July 1, 2023	89,872	96,782	104,110

II C: Sergeants  
Steps

Sergeant	1	2
July 1, 2021	102,177	109,742
July 1, 2022	104,731	112,486
July 1, 2023	107,088	115,017

### **APPENDIX III**

### **SHIFT PREMIUMS**

Effective retroactive to January 1, 2015, the second shift premium will be three and one-half percent (3.5%) of base salary and third shift differential will be seven percent (7.0%) of base salary. A two percent (2.0%) shift differential will be paid to members who work shifts that straddle the Day and Evening shifts. A three and one-half percent (3.5%) shift differential will be paid to members who work shifts that straddle the evening and midnight shifts. Shift differentials will be prospectively paid on a quarterly basis.

The shift differential is payable to the member normally scheduled for the shift. The department has no responsibility or liability for reallocating the differential in the event of shift swaps or for any other reason. Any such reallocation is a matter to be resolved by the individual officer. If an officer on the evening or midnight shift retires and another officer is assigned to fill that slot pending bid, then the officer filling the slot of the retired officer receives the premium for the duration of said assignment.

**APPENDIX IV**  
**CERTIFIED FIELD TRAINING OFFICER DIFFERENTIAL**

Certified field training officers will receive one-half (1/2) hour of overtime pay each shift spent training a new recruit. The overtime will be payable on a biweekly basis in the payroll covering the days in which the field training work was performed.

**APPENDIX V**  
**MEMORANDUM OF UNDERSTANDING**

The following Memorandum of Understanding is between the Town of Wilton and Wilton Police Union Local #1429 and Council #4, American Federation of State, County and Municipal Employees, AFL-CIO.

1. The officers of the Wilton Police Department shall continue to receive time for the eating of meals along the same lines as has been enjoyed in the past.



**APPENDIX VI**  
**MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding set forth in Appendix VI shall remain in place except as amended by the provisions of Article 23.

**APPENDIX VII**  
**MEMORANDUM OF UNDERSTANDING**

The following Memorandum of Understanding is between the Town of Wilton and Wilton Police Union Local #1429 and Council #4, American Federation of State, County and Municipal Employees, AFL-CIO.

Whereas, the Town of Wilton (the "Town") has indicated its desire to implement a K-9 Program in the Wilton Police Department, and

Whereas, the Wilton Police Union Local 1429 (the "Union") has indicated its willingness to participate in the implementation of said K-9 Program,

NOW THEREFORE, the parties agree as follows:

1. The Town, through the Police Department ("Department"), will obtain a suitable canine for the K-9 Program. It is the intent of the Department that the canine be suitably trained for tracking, narcotics detection, and typical patrol duties.
2. Ownership of the canine remains solely vested in the Town provided, however, that the Town may seek to relinquish ownership upon expiration of the canine's serviceability to the Town. The Town will afford the handler of the retired canine the right of first refusal regarding said transfer of ownership from the Town to a second party. Failure of the handler to comply with the terms of this Agreement, withdrawal, or inability of the handler to continue in a handler capacity shall not constitute an expiration of serviceability for the canine, and the Town reserves the right to reassign the canine to another handler.
3. The Department, in its sole discretion, will select an officer as a handler for said canine. The officer selected agrees to accept the rigors and responsibilities customarily and reasonably associated with a position as handler. The Department, in its sole discretion, reserves the right to remove the canine from the handler and reassign the canine to another handler.
4. The handler agrees to undergo and successfully complete all training necessary, as determined by the Department in its sole discretion, to successfully implement and maintain said K-9 Program. Necessary training will be paid for by the Department with prior approval of said training by the Department.
5. The handler may, upon written documentation of demonstrated hardship acceptable to the Department, voluntarily withdraw as a handler provided the Department is given six (6) months notice in writing of his or her intent to do so.

6. The handler agrees to house, care, train, and maintain the canine in the manner prescribed by the trainer and the Department. The Department reserves the right to periodically inspect the premises and conditions in which the canine is housed and maintained.
7. The Town agrees to bear all reasonable and documented expenses pertaining to the care and maintenance of the canine, including, but not limited to, food, medical care, and insurance; but not any portion of the housing costs except as provided in Section 8, below.
8. The Town agrees to bear any reasonable and documented expenses related to boarding the canine in the event the handler is away or otherwise unable to care for the canine due to injury or illness. Any such arrangements made according to the provisions herein shall require the prior approval of the Department. In the event of any long term illness or injury to the handler that the Town reasonably believes is diminishing the continued viability of the canine asset, The Town reserves the right to reassign the canine to another handler.
9. The Town agrees to bear all reasonable and documented expenses pertaining to properly equipping both the handler and the canine for service to the Department. The Department shall determine what constitutes the extent and type of proper equipment for the handler and canine. The handler agrees to properly maintain and properly use the equipment provided to him/her by the Department and return the equipment to the Department upon completion of his/her service as a handler.
10. The Town agrees to provide the handler with the use of a properly equipped marked police vehicle for the transportation of the canine to and from work, training, or functions authorized by the Department. Use of the vehicle for other purposes or the carrying of passengers not authorized by the Department is prohibited. The Town agrees to bear all reasonable and documented expenses related to the vehicle, including fuel, maintenance, and insurance.
11. The handler will bid a shift in accordance with Article 7 of the current collective bargaining agreement. The Union agrees that the handler may be placed on special assignment at anytime during the duration of the K-9 Program. Those instances of Special Assignment which alter the handler's bid shift shall be marked at least forty eight (48) hours in advance. When not placed on Special Assignment, the handler shall work his/her bid shift. When the department cannot provide forty eight (48) hours notice to the handler for Special Assignment, the handler will be compensated for hours outside of his/her bid shift in accordance with Article 10 of the collective bargaining agreement.
12. During the period of December 22<sup>nd</sup> thru December 31<sup>st</sup> the handler shall be placed on his/her bid shift and shall not be placed on Special Assignment off of the bid shift. The Town and the Union agree that the handler shall count toward any minimum staffing requirement for any and all hours the handler is normally scheduled to work. If the handler is needed for Special Assignment during this period of time he/she will be compensated for hours worked outside of his/ her bid shift in accordance with Article 10 of the Collective Bargaining Agreement.

13. Notwithstanding the qualification set forth in Sections 11 and 12 above, the Union acknowledges that the nature of the canine program is such that circumstances may require that the handler (the unit) be recalled to duty during off-duty hours. Accordingly, the Union further agrees that the services of the unit cannot be withheld during the handler's off-duty time.
14. The Town agrees to compensate the handler at the greater of four (4) hours overtime or the actual time worked at the rate of one and one-half (1½) times the handler's hourly wage in the event the handler is called back to duty during the handler's off-duty hours, providing such overtime does not occur contiguous to the handler's regularly scheduled working hours.
15. The handler agrees to spend no more than one (1) hour of time per day caring for the canine unless the handler receives prior written approval from the Department. The parties agree that the one (1) hour per day the handler spends caring for the canine performing canine care while off duty or on days off shall be regarded as part of the officer's daily work schedule for purposes of Article 10.1 of the collective bargaining agreement.

The Town agrees to compensate the handler at a rate not to exceed the greater of the prevailing federal or Connecticut minimum wage (currently \$8.25 per hour) for all time spent with the canine when the handler is strictly in a caretaker role and is off duty or on days off. This rate at time and one half will also apply to any and all overtime the handler obtains while caring for the canine off duty or on days off. For purposes of determining eligibility for overtime under applicable federal and state wage and hour laws, the hours the officer works as a police officer and the hours worked as the handler will be aggregated each seven (7) day pay period. Any hours worked in excess of forty (40), as a police officer and as a handler, in the seven (7) day pay period will be compensated at the applicable overtime rate, meaning hours worked as the handler that are in excess of forty (40) in the seven (7) day pay period will be paid at the handler overtime rate of pay, and hours worked as a police officer that are in excess of forty (40) in the seven (7) day pay period will be paid at the police officer overtime rate of pay.

16. The Union agrees that the Department can implement policies and procedures to effectively implement, direct, and regulate the work of the Unit. These policies and procedures will be provided to and discussed with the Union before implementation.
17. The Town reserves the right to discontinue the K-9 Program with thirty (30) calendar days notice to the Union. If the Town discontinues the K-9 Program, the handler will be assigned to his/her bid shift.
18. The Union and the Town agree that the effective date of this Memorandum of Understanding shall be July 13, 2012 and its terms may be amended from time-to-time after discussion and mutual agreement except the Town does not need to seek agreement from the Union to take actions currently authorized under Sections 16 and 17.