

**AGREEMENT**

**BETWEEN**

**THE CITY OF NORWICH**

**-AND-**

**UPSEU/COPS LOCAL 104**

**JULY 1, 2016 - JUNE 30, 2023**

## **TABLE OF CONTENTS**

PREAMBLE .....	3
ARTICLE 1 – RECOGNITION .....	3
ARTICLE 2 – COPIES OF CONTRACT .....	3
ARTICLE 3 – HOLIDAYS .....	3
ARTICLE 4 – WORKWEEK .....	6
ARTICLE 5 – OVERTIME .....	6
ARTICLE 6 – VACATIONS .....	9
ARTICLE 7 – SICK LEAVE .....	10
ARTICLE 8 – FUNERAL/PERSONAL LEAVE .....	11
ARTICLE 9 – UNIFORM ALLOWANCE .....	12
ARTICLE 10 – INSURANCE .....	13
ARTICLE 11 – SENIORITY .....	18
ARTICLE 12 – UPSEU/COPS UNIT 104 ACTIVITY PROTECTED .....	20
ARTICLE 13 – PENSIONS .....	20
ARTICLE 14 – SALARIES .....	27
ARTICLE 15 – SAVINGS CLAUSE .....	31
ARTICLE 16 – RELIEF POLICE OFFICERS .....	32
ARTICLE 17 – STRIKES .....	32
ARTICLE 18 – GRIEVANCE PROCEDURE .....	33
ARTICLE 19 – UNION BUSINESS LEAVE .....	34
ARTICLE 20 – UNION MEMBERSHIP/DUES REQUIREMENTS .....	35
ARTICLE 21 – MANAGEMENT RIGHTS .....	36
ARTICLE 22 – EDUCATION INCENTIVE .....	37
ARTICLE 23 – PROBATIONARY PERIOD .....	38
ARTICLE 24 – PHYSICAL EXAMINATIONS AND WEIGHT REQUIREMENTS .....	40
ARTICLE 25 – SUBSTANCE ABUSE POLICY .....	41
ARTICLE 26 – MISCELLANEOUS .....	46
ARTICLE 27 – DURATION .....	48
SIGNATURE PAGE .....	49
APPENDIX A – WAGE SCALE .....	50
APPENDIX B – INSURANCE SUMMARY .....	51

## **PREAMBLE**

This Contract is entered into by and between the CITY OF NORWICH (hereinafter referred to as the “City” or “Employer”, and the United Public Service Employees Union/COPS Division, Unit #104 (hereinafter referred to as “Unit 104” or “UPSEU/COPS”), and is designed to maintain and promote a harmonious relationship between the City and the employees of the Norwich Police Department who are covered by the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The City hereby recognizes UPSEU/COPS, Unit #104 as the exclusive representative of the bargaining unit, consisting of Police Officers, Sergeants, Lieutenants, Captain, Animal Control Officer, Assistant Animal Control Officer, and Relief Officers within the Norwich Police Department, except as specifically limited by the provisions of this Contract.
- 1.2 **Part-Time Employees.** Part-time employees shall be defined as those employees who regularly work less than forty (40) hours per week. Part-time employees, other than Relief Police Officers pursuant to Article 16, are generally not eligible for benefits, except as granted on occasion, or to the extent required by provision of state and/or federal laws.

## **ARTICLE 2 – COPIES OF CONTRACT**

- 2.1 The City shall give to each new employee when hired a copy of this Contract. For current employees copies of the contract may be obtained on the City of Norwich website at [norwichct.org/hr](http://norwichct.org/hr).

## **ARTICLE 3 – HOLIDAYS**

- 3.1 Each full-time employee of the Norwich Police Department shall be entitled to receive annually the following twelve (12) legal holidays:

New Year’s Day	Labor Day
Dr. Martin Luther King, Jr. Day	Columbus Day
Washington’s Birthday	Veterans’ Day
Good Friday	Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Day

If an employee is assigned to work any of the aforementioned legal holidays, or if the holiday falls on a day an employee is not scheduled to work as part of his/her assigned workweek, then that employee shall be entitled to a compensatory day off in lieu of said legal holiday. However, if the legal holiday falls on a day the employee is assigned to work and the employee is given the day off, then the employee will not be entitled to a compensatory day off in lieu of said holiday. A compensatory day off shall be used by each employee at the employee's convenience, subject to departmental needs, provided however, the same shall not be unnecessarily withheld. The Chief shall be notified in writing three (3) days in advance. No more than four (4) employees shall be granted compensatory holidays off on any one (1) shift. The compensatory holiday time off shall be granted on a first-come-first-served basis, upon receipt of written notice by the Chief. The Chief shall administer such compensatory holidays off so that every employee shall have an equal opportunity to receive the compensatory days off of his/her choice, subject to the limitations herein set forth.

- 3.2 a. Holiday leave shall not be earned until the day established by the City as the official legal holiday. Irrespective of any past practice, under no circumstances shall holiday leave be granted to an employee prior to said day being earned. Notwithstanding the aforesaid, holiday leave may be taken in advance of the day it is earned, except that an employee may not receive more holiday leave days off in a calendar year than there are legal holidays in such calendar year. Such request must be made in writing to the Police Chief, or his/her designee, at least three (3) days in advance. The failure of the Police Chief, or his/her designee, to grant such request due to a shortage of manpower shall not be a grievable matter by the Union or the employee. Further, under no circumstances shall advance holiday leave be granted to a probationary employee.
- b. In the event that an employee has received advance holidays which he/she has not earned at the time of his/her separation from the Police Department, an amount equal to an employee's regular hourly rate of pay, multiplied by eight (8) hours for each such advanced day off, shall be deducted from his/her remaining pay from the City, and/or from unused compensable earned time, and/or from any

reimbursable pension contributions to the employee or future pension payments to the employee.

- 3.3 Holiday leave, once earned, shall be granted and taken in the calendar year it has been earned. It cannot be carried from one year to the next, unless a request is submitted by the employee to the Police Chief who may, if he/she deems it in the best interest of the Department and the City, and if the same is approved by the Human Resources Director, permit the employee to carry over a maximum of two (2) earned holidays from one calendar year to the next. Any such approved carry-over days shall be taken no later than June 30<sup>th</sup> of said following calendar year. Notwithstanding the foregoing, if an employee's holiday request is refused on two (2) occasions, and the same cannot reasonably be rescheduled before January 1<sup>st</sup> of the following year, said holiday request may be carried over from one year to the next. All such carry-over leave days shall be taken no later than June 30<sup>th</sup> of the following calendar year.
- 3.4 Notwithstanding the provisions of Section 1 and Section 3 of this Article, any employee may elect to be paid at his/her regular hourly rate for any legal holiday during the calendar year, in lieu of taking a compensatory day off, provided he/she is either assigned to work on said holiday or the legal holiday falls on a day the employee is not scheduled to work as part of his/her assigned workweek. However, if the legal holiday falls on a day an employee is assigned to work and the employee is given the day off, then the employee will not be afforded the option of being paid at his/her regular hourly rate for said holiday, in lieu of having the day off. An employee who wishes to be paid for a legal holiday, in accordance with the above, must notify the Police Chief in writing prior to December 31<sup>st</sup> in said calendar year indicating that he/she desires to be so paid. Payment for any holiday shall not be made prior to the holiday being earned.
- 3.5 Employees (patrol and ACO) required to work the holidays of Thanksgiving and Christmas shall be paid double time for all hours worked. In addition, employees mandatorily held or working overtime on said holidays shall be paid double time for excess hours

## **ARTICLE 4 – WORKWEEK**

- 4.1 The workweek for regular Police Officers, Sergeants, Lieutenants, Captain, and Animal Control Officer, and Persons, shall be forty (40) hours, consisting of eight (8) hours per day, five (5) consecutive days with two (2) consecutive days off per week.
- 4.2 Once assigned to a specific shift pursuant to Section 11.4, an employee's regular work hours may be changed with at least thirty-six (36) hours' notice. An employee's work hours otherwise may be changed only by agreement with the employee.

## **ARTICLE 5 – OVERTIME**

- 5.1 All full-time employees other than those attending the POST-C Academy Basic Training Course (ABTC) shall be paid at a rate of time and one-half for all hours exceeding eight (8) hours per day and/or forty (40) hours per week. Any work-related travel time shall be paid at the straight time rate of pay.
- 5.2
- a. Preference for inside special duty (otherwise known as "in-house" overtime) shall be given to full-time Police Officers on an even and equitable rotating basis, limited only by qualification for overtime to be worked. The remaining non-supervisory, inside special duty, shall be offered to Relief Police Officers on an even and equitable rotating basis, limited only by qualification for the overtime to be worked. Supervisory inside special duty shall be offered or assigned on an even and equitable rotating basis, limited only by qualification for overtime to be worked.
  - b. Preference for outside special duty (otherwise known as outside or private jobs) shall be given to full-time Police Officers on an even and equitable rotating basis, limited only by qualification for overtime to be worked. Any additional or remaining outside special duty shall be offered first to Supervisors on an even and equitable rotating basis, limited only by qualification for the overtime to be worked, and then to Relief Police Officers on an even and equitable rotating basis, limited only by qualification for the overtime to be worked.
  - c. For the purposes of this Article, training shall not be considered as an overtime assignment.

- d. The refusal of inside special duty (“in-house overtime”), or outside special duty (“private job”), regardless of the time when it is refused shall be considered a “refusal” for the purposes of the assignment of overtime, unless the assignment is offered less than eight (8) hours prior to the commencement of the assignment. It is the employee’s obligation to ensure contact information is updated and correct. Employee contact information must initially be updated in the IMC database by the employee with execution of contract.
- e. Once an officer has accepted an overtime assignment, the officer is required to perform the assignment. If, after accepting the assignment, the officer rejects the assignment and such rejection results in mandatory overtime, the officer who rejected the assignment must find his/her replacement or work the assignment. In the event the officer does not find a replacement and does not work the assignment, he/she shall be ineligible for voluntary overtime for a period of seven (7) consecutive calendar days.
- f. In the event that a bargaining unit member is ordered to work, and does work, an additional full eight (8) hour shift (or other full shift, i.e., seven (7) hour shift) contiguous with his/her regular eight (8) shift, he/she will be entitled to meal reimbursement of up to ten dollars (\$10.00) for the mandatory shift. A receipt or completion of other appropriate verification (i.e., completion of the Department’s meal reimbursement request form) is required.

5.3 Animal Control Officer overtime will be paid only if work is dispatched through the Police Department. Weekend calls will be handled by the Assistant Animal Control Officer in accordance with the existing arrangement.

5.4 a. An employee called back to work after having left work shall receive two (2) hours pay at a time and one-half for all hours worked up to and including two (2) hours. For all hours worked in excess of two (2) hours, up to and including four (4) hours, said employee shall receive pay for four (4) hours at the rate of time and one-half. Thereafter, such employee shall be paid at the rate of time and one-half for each hour worked. Notwithstanding the aforesaid or any past practice, employees shall not be paid twice for time worked involving overlapping shifts, nor shall employees

be paid for any layover periods between shifts unless the same is authorized in advance by the City.

- b. Any Police Officer covered by this Agreement required to appear in court (e.g., JD, GA, DCF, DMV, Juvenile) outside of New London County on his/her off duty hours regarding any matters arising out of, or within, the scope of his/her employment as a Police Officer with the City, with the knowledge of the Police Chief, shall be paid in accordance with Section 5.4(a) above. Hours shall be computed commencing at the scheduled reporting time and terminating at the conclusion of the required appearance. Any payment made directly to the employee from the State or otherwise for court appearances shall be forwarded to the employee in care of The Norwich Police Facility, 70 Thames Street, Norwich, Connecticut 06360; the same shall be promptly given/endorsed over to the City by the employee.

Notwithstanding anything in this Article to the contrary, travel time required for Court Appearance(s) within New London County shall be uncompensated.

- 5.5 Upon an employee's request and subject to the sole approval of the Chief or designee, compensatory time may be granted in lieu of paid overtime. Compensatory time earned shall be granted and taken within the calendar year in which the time is earned. It cannot be carried from one year to the next, unless a request is submitted by the employee to the Police Chief prior to the close of said calendar year. The Police Chief may, if he/she deems it in the best interest of the Department and the City, and with the approval of the Human Resources Director, permit the employee to carry over to the next calendar year a maximum of sixteen (16) hours; and such approved carry-over hours shall be taken no later than June 30<sup>th</sup> of said following calendar year. Notwithstanding the foregoing, additional compensatory time may be carried over from one calendar year to the next if an employee's request to take such time off is refused on two (2) occasions, and the same cannot reasonably be rescheduled before January 1<sup>st</sup>. All such compensatory time shall be taken no later than June 30<sup>th</sup> of the following calendar year.

Compensatory time may only be used if at the time it is approved it does not create overtime. Compensatory time can only be requested within 24 hours of the start of the shift the employee requests time off.

## ARTICLE 6 – VACATIONS

6.1 In each fiscal year, each employee who has served less than six (6) years but at least one (1) year of regular, continuous full-time active duty shall be allowed two (2) calendar weeks paid vacation. Each employee who has less than twelve (12) years, but at least six (6) years of regular, continuous full-time active duty, shall be allowed three (3) calendar weeks paid vacation. Each employee who has served twelve (12) years but less than sixteen (16) years of regular, continuous full-time active duty, shall be allowed four (4) calendar weeks paid vacation. Paid vacation shall be awarded as follows:

1 year but less than 6 years	2 calendar weeks
6 years but less than 12 years	3 calendar weeks
12 years but less than 16 years	4 calendar weeks
16 years but less than 17 years	4 calendar weeks plus one day
17 years but less than 18 years	4 calendar weeks plus two days
18 years but less than 19 years	4 calendar weeks plus three days
19 years but less than 20 years	4 calendar weeks plus four days
20 years or more	5 calendar weeks

6.2 For the purpose of this Article, the length of service of each employee shall be the amount of service which he/she has completed on June 30<sup>th</sup> of each fiscal year. Vacations shall be selected by the employee during the fiscal year, provided however, that the Chief shall have the right to limit the number of employees who may be on vacation at any one time. If an employee has exhausted his/her sick leave, he/she may select to apply vacation time due him/her as a credit toward sick leave. Vacation shall be selected by the employees on a seniority basis. Notwithstanding the foregoing, regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted.

6.3 Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of death, his/her heirs or successors shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement.

6.4 a. Vacation leave earned during the calendar year shall be granted and taken during the following calendar year. It cannot be carried from one year to the next, unless

a request is submitted by the employee to the Police Chief prior to the close of the calendar year in which said days were to be taken. The Police Chief may, if he/she deems it in the best interest of the Department and the City, and if the request is also approved by the Human Resources Director, permit the employee to carry over a maximum of five (5) earned vacation leave days from one calendar year to the next; such requests shall not be arbitrarily or capriciously denied. Any such approved carry-over days shall be taken no later than June 30<sup>th</sup> of the following calendar year.

- b. An employee may request to be paid at his/her hourly rate for any accumulated vacation time not taken during the calendar year. An employee who wishes to be paid in accordance with the above, must notify the Police Chief in writing between October 1<sup>st</sup> and December 31<sup>st</sup> in said calendar indicating that he/she desires to be so paid. Payment shall be made no later than January 15<sup>th</sup>. This provision shall *not* apply to any carry-over vacation leave as described in Section 6.4(a) above.

- 6.5 Notwithstanding the foregoing, the vacation scheduling book issued by the Department shall be made available to the employees no later than July 1<sup>st</sup> of the previous calendar year.

## **ARTICLE 7 – SICK LEAVE**

- 7.1 Each employee shall be allowed one (1) day of sick leave with pay for each month or fraction thereof of regular full-time service with the Norwich Police Department. Unused sick leave shall be cumulative to a total accumulation of one hundred fifty (150) days. For purposes of this Article, “day” shall mean working day.

- 7.2 Employees hired on or before 7/1/2014, if an employee has unused sick leave at the time of his/her retirement or death, he/she or his/her widow(er), as the case may be, shall receive terminal leave pay for each day of unused sick leave up to a maximum of one hundred (100) days.

Employees hired after 7/1/2014, if an employee has unused sick leave at the time of his/her retirement or death, he/she or his/her widow(er), as the case may be, shall receive terminal leave pay for each day of unused sick leave up to a maximum of fifty (50) days.

- 7.3 Physical examinations may be required at the discretion of the City.
- 7.4 A medical certificate from a duly licensed physician may be required from an employee prior to returning to work after the sixth (6<sup>th</sup>) sick leave occurrence and each subsequent sick leave occurrence each calendar year. The City shall notify the employee in advance of the obligation if it is going to require the employee to submit a medical certificate in accordance with this provision.
- 7.5 The failure of an employee to provide a medical certificate pursuant to any provision of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, the employee may be subject to additional disciplinary action.
- 7.6 The failure of the City to request a medical certificate pursuant to any provision of this Article shall not constitute a waiver by the City of this provision. Nothing herein shall preclude or prohibit the employer from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers' Compensation Act.
- 7.7 The City may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits. In addition, said employee may be subject to additional disciplinary action by the City.
- 7.8 Employees may take sick leave in increments of one-half hour or more.
- 7.9 Each employee who uses no sick leave hours during any calendar year shall be granted an attendance bonus of four (4) days pay, which amount shall not be used for pension purposes. Each employee who uses at least one (1) hour of sick leave, but less than eight (8) hours of sick leave shall be granted an attendance bonus of two (2) days pay. Eligibility shall be determined on December 31<sup>st</sup> of each year. This benefit shall be prorated for any new employee who works less than a full calendar year or who leaves employment prior to the end of the calendar year.

## **ARTICLE 8 – FUNERAL/PERSONAL LEAVE**

- 8.1 A member of the bargaining unit shall be granted a leave of absence with pay for a maximum of three (3) scheduled working days for the purpose of attending funerals in

his/her immediate family; provided such leave is approved by both the Chief of Police and the Human Resources Director. "Immediate family" as used in this Article shall mean father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, stepchild, grandchild, stepparent, or other relatives who are actual members of the household.

- 8.2 A member of the bargaining unit may be granted a leave of absence with pay for a maximum of one (1) scheduled working day for the purpose of attending the funeral of the member's son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent-in-law provided such leave is approved by both the Chief of Police and the Human Resources Director.

All funeral leave must be taken within seven (7) calendar days from the date of death, unless otherwise approved by the Chief or his/her designee.

8.3 Family Medical Leave

- a. The City will comply with the federal Family and Medical Leave Act ("FMLA") and any regulations for qualifying family and/or medical leave issues. However, employees shall continue to be required to use accrued sick leave for family leave.

8.4 Personal Leave

All employees of this bargaining unit shall be entitled to two (2) personal leave days each year, to be taken at the employee's discretion provided advance notice of seventy-two (72) hours is provided to the Police Chief and such leave day does not create mandatory overtime. Such personal leave day shall not be cumulative and cannot be cashed in. Personal leave may be taken by the employee in increments of one (1) hour or more.

**ARTICLE 9 – UNIFORM ALLOWANCE**

- 9.1 Employees shall receive an annual Uniform Allowance as follows:

- a. Police Officers, Sergeants, Lieutenants, and Captain: – one thousand (\$1,000.00) dollars.

- b. Animal Control Officer(s): – five hundred and seventy five (\$575.00) dollars.
- 9.2 Police Officers appointed to the force shall receive double the Uniform Allowance outlined in Section 1 of this Article for their first year of service *only*.
- 9.3 Police Officers, Sergeants, Lieutenants, and the Captain shall be permitted to purchase appropriate athletic shoes and workout wear from their annual Uniform Allowance.
- 9.4 Employees shall receive an annual Uniform Cleaning Allowance of two hundred and seventy five (\$275.00) dollars. The City of Norwich shall make Uniform Cleaning Allowance payments during the month of July of each year directly to the employee.
- 9.5 Employees may accumulate Uniform Allowance up to two (2) times the amount of Uniform Allowance due in the fiscal year. Employees shall forfeit any sum in excess of this amount.
- 9.6 It is mutually understood and agreed that all uniforms and equipment purchased under this Article are the property of the City. Upon leaving the service of the City, irrespective of the reason, all such uniforms and equipment shall be returned to the City. Employees shall not be required to return shoes, sneakers, boots, socks and/or personal undergarments.

## **ARTICLE 10 – INSURANCE**

- 10.1 Unless otherwise specified, the City shall provide and pay for the following insurance for all employees covered by this Contract:
- 10.2 Life Insurance. The City shall provide a seventy-five thousand (\$75,000.00) dollar term life insurance policy for each Police Officer, Sergeant, Lieutenant and Captain, and a forty-five thousand (\$45,000.00) dollar term life insurance policy for the Animal Control Officer.
- 10.3 Workers' Compensation Plan. A plan which provides for one hundred (100%) percent of his/her regular compensation during the first six (6) months for injuries incurred in the line of duty, and thereafter, in accordance with the Workers' Compensation Act. Notwithstanding the foregoing, cases of hypertension and heart disease or any other

afflictions governed by Public Act No. 524 of the 1971 Legislature or any amendment thereto, shall be governed in accordance with the provisions of that Act.

Employees on workers' compensation who are enrolled in medical and/or dental insurance under Sections 10.4 and/or 10.5 are required to continue to pay the employee cost share for said insurance while receiving workers' compensation. In the event that an employee's workers' compensation leave extends more than six (6) months, employee shall be responsible for paying his/her cost share monthly in advance.

- 10.4 All employees shall be offered coverage in a High Deductible Health Plan/Health Savings Account (HDHP/HSA). Plan description is shown in Appendix B. Employees shall pay the following percentages of the cost:

Effective Date of Coverage (cost shares taken a month in advance), retroactive to the effective date:

<b><u>Effective Date</u></b>			<b><u>HDHP/HSA</u></b>
7/1/2017	16%	15%	
7/1/2018	N/A	N/A	6%
7/1/2019	N/A	N/A	7%
7/1/2020	N/A	N/A	8%
7/1/2021	N/A	N/A	9%
7/1/2022	N/A	N/A	10%

Effective 7/1/2018, the City will pay seventy-five percent (75%) of the deductible for the Health Savings Account via one lump sum payment. For the duration of the contract, the City will pay fifty percent (50%) of the deductible via two (2) equal payments, the first by July 31<sup>st</sup> and the second by January 31<sup>st</sup>. For employees hired in any month other than July, the employer contribution to the deductible will be prorated for each full month.

- 10.5 **Dental Insurance**. The City shall provide and pay one hundred (100%) percent of the cost of individual coverage and fifty (50%) percent of the cost of family coverage of a co-pay dental plan with Riders A and B, and C. The employee will be required to pay, in advance, by equal weekly payroll deductions, the remaining fifty (50%) percent of the cost of said family coverage.

## 10.6 Retirees.

- a. The City shall provide and pay for the entire cost of a paid-up five thousand (\$5,000.00) dollar Life Insurance Policy for employees who retire and who take a normal retirement from the City. The City will not pay the cost of such coverage for any employee retiring on a disability pension.
- b. Effective 9/17/2016, the City agrees to pay one hundred (100%) percent of the cost of medical insurance premiums for retirees who retire on a normal pension, including all riders provided for bargaining unit employees, as presently provided by Blue Cross and Blue Shield for employees retiring, and will continue to pay such premiums until the retirees reach Medicare age.

Notwithstanding the above, employees hired on or after 1/1/2018 are not eligible for retiree medical insurance coverage provided by the City.

For new employees who must attend POST for certification as officers, the hire date for purposes of this paragraph is the date the employee begins POST training.

Employees hired prior to 1/1/2018, who are eligible for retiree group health insurance coverage, may elect to utilize the PPO Plan summarized in Appendix B instead of the HDHP/HSA during their retirement until such time as they reach Medicare age.

- c. In addition, effective 9/17/2016, the City agrees to pay fifty (50%) percent of the cost of medical insurance premiums for the spouses of retirees who retire on a normal pension, including all riders provided for bargaining unit employees, as presently provided by Blue Cross and Blue Shield for employees retiring, and will continue to pay such premiums until the spouses of the retirees reach Medicare age.

Notwithstanding the above, employees hired on or after 1/1/2018 are not eligible for retiree spousal medical insurance coverage provided by the City.

- d. For employees taking a normal retirement on or after 9/17/2016, the City agrees to pay one hundred (100%) percent of the cost of individual coverage *only* of a co-pay dental plan with Riders A, B, and C. The City will continue to pay such

premiums/costs until the retiree reaches Medicare age. The City will *not* pay the cost of such coverage for any employee retiring on a disability pension. A retiree shall be permitted to purchase, at his/her sole expense, dental for his/her spouse through the City provided the City is able to obtain such insurance. Further, payment to the City for said insurance must be made by the retiree in advance, as determined by the City. Failure to make said payment shall result in the City terminating dental insurance for the spouse.

Notwithstanding the above, employees hired on or after 1/1/2018 are not eligible for retiree or retiree spousal dental insurance coverage.

For new employees who must attend POST for certification as officers, the hire date for purposes of this paragraph is the date the employee begins POST training.

- e. The City will not pay the cost of the aforesaid coverage for any employee retiring on a disability pension.
- f. The City will not pay the cost of the aforesaid coverage for the spouse of any employee retiring on a disability pension.
- g. Employees hired after 7/1/14 shall be required, upon completion of probation, to contribute one (1.0%) percent of earnings per pay period to OPEB. Within thirty (30) days of completion of probation, employees may elect to waive medical insurance in retirement and thereby not be mandated to contribute one (1.0%) percent to OPEB. Waiving medical insurance for retirement is final and cannot be changed at any time. OPEB contributions are post-tax and non-refundable under any circumstance.

Notwithstanding the above, employees hired on or after 1/1/2018 are not eligible for retiree medical and/or dental insurance coverage and shall not be required to pay OPEB contributions.

10.7 Right to Select Carrier. The benefits provided for in Sections 2, 3, 4, 5, and 6 of this Article shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. In the event the City changes insurance carriers, the City agrees that the present-coverage and benefits

shall remain in effect. No employee shall suffer any loss or reduction in benefits as a result of such change. Sixty (60) days prior to the implementation of any change in carrier, the City shall submit to the Union the new coverage so that the Union can ascertain that in fact the coverage is as set forth above in this Article of the Contract.

10.8 The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct from the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under the other agreements or benefit programs maintained by the City or required by law.

10.9 Waiver of Coverage.

a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above and, in lieu thereof, shall receive an annual payment in cash of: single (\$350.00), two (2) person (\$500.00), family (\$750.00). If an employee reduces coverage from two (2) person to single, he/she shall receive an annual payment in case of \$150.00; if an employee reduces coverage from family to two (2) person, he/she shall receive an annual payment in cash of \$250.00; if an employee reduces coverage from family to single, he/she shall receive an annual payment in cash of \$400.00. Payment in lieu of coverage will only be made if the coverage cancellation or reduction is voluntary on the part of the Employee. Payment to those employees waiving or reducing coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required from the City. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. The waiver provision is not available to employees or eligible dependents who are able to transfer to another member's coverage that is provided by the City of Norwich, Norwich Department of Public Utilities and/or Norwich Board of Education.

- b. Where a change in an employee's status prompts the employee to resume City-provided insurance coverage, the written waiver shall, upon written notice to the City, be revoked. Upon receipt of the revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject however to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1<sup>st</sup>, to be effective on January 1<sup>st</sup> of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

## **ARTICLE 11 – SENIORITY**

- 11.1 Seniority shall consist of the relative length of continuous accumulated service of each employee with the Norwich Police Department as a regular, full time employee. All advancement in rank shall be made on the basis of the merit system now enjoyed by all employees of the Norwich Police Department. A seniority list for the Norwich Police Department shall be submitted to UPSEU/COPS Unit #104 upon written request.
- 11.2 When a permanent job opening exists on any shift and the City determines it will fill said opening, Police Officers employed at the time of the opening on another shift shall have the right to bid into the opening and the applicant with the greatest seniority shall be given the opportunity to fill that opening. It is expressly understood that the procedure shall apply to Police Officers only and to no other bargaining unit employee. Seniority points for promotions and other purposes will be computed after six (6) months of probation.
- 11.3 Notwithstanding any other provisions of this Agreement or any past practice, the Police Chief shall have the sole right to assign Police Officers, irrespective of seniority of the shift

to which a Police Officer has been previously assigned, to the Detective Division for a period of up to one (1) year. Said assignments may *not* be extended by more than an additional three (3) months for a maximum of fifteen (15) months. Said assignments shall be in addition to the seven assignments currently existing.

#### 11.4 Bidding for Shifts

- a. Police Officers working in the Patrol Division only will be allowed to bid for shift changes four (4) times per year. Such bid shift changes shall become effective on the first (1<sup>st</sup>) Sunday in January, April, July and October.
- b. Requests to change shifts shall be honored on the basis of seniority. However, there shall be no “bumping” of a junior officer off of a shift as a result of any bid for a shift change. Changes will be made on a voluntary basis, where two (2) officers have a request that will accommodate each other. If there are no matching bid shift requests, no shift change will occur.
- c. Such shift exchange by bid is within the Police Officer classification only. It is expressly understood that this section shall apply to Police Officers in the Patrol Division only, and to no other bargaining unit employee.
- d. All bids for shift will be submitted to the Chief of Police or his/her designee on forms prescribed by the City, no earlier than forty-five (45) calendar days, nor later than thirty (30) calendar days prior, to the effective date of the shift change.
- e. Such exchange shall not impose any costs on the City.
- f. Such exchange may only take place if each employee is qualified to perform the duties of the position involved.
- g. Each party will return to their respective shift of origin at the end of the bid shift period.

11.5 Each employee shall be granted shift exchange for any shift/shifts for which he/she is able to secure another employee to work in his/her place, provided:

- a. Such exchange does not impose any costs on the City. The hours worked during an exchange shall not be considered overtime.
- b. Such exchange may only take place if each employee is qualified to perform the duties of the position involved.
- c. The employee who is requesting shift exchange under this Article shall notify the Chief of Police, in writing on forms provided by the City, no earlier than one hundred twenty (120) hours, nor later than forty-eight (48) hours prior to the requested exchange.
- d. Shift exchanges must take place within the same Sunday through Saturday week period.
- e. It is agreed that for purposes of this Article, the term “shift” shall mean eight (8) hours.
- f. Neither the Department nor the City is responsible for enforcing agreements made between employees.

## **ARTICLE 12 – UPSEU/COPS UNIT 104 ACTIVITY PROTECTED**

- 12.1 Except for the right to strike or to withhold services, which are hereby prohibited, all other UPSEU/COPS Unit #104 activities are protected. Nothing shall abridge the right of any duly authorized representative of UPSEU/COPS Unit #104 to present the view of UPSEU/COPS Unit #104 to the citizens on issues which affect the welfare of its members.

## **ARTICLE 13 – PENSIONS**

- 13.1 Police Officers who are participating members of the City of Norwich Employees’ Retirement Fund, as amended, shall continue to be retired in accordance with the provisions of said fund.
- 13.2 Notwithstanding the provisions of the City of Norwich Employees’ Retirement Fund, as amended, to the contrary, members of the Norwich Police Department who are participating members of said fund shall be eligible for the following pension benefits:

Employees hired on or before 7/1/2014 may retire after twenty (20) years of service, regardless of age. Employees shall be paid fifty (50%) percent of the average compensation received of the highest three (3) years of their last ten (10) years of service. Employees shall receive an additional two and two-tenths (2.20%) percent for each year after twenty (20) years for a maximum of thirty (30) years or seventy two (72%) percent of their average compensation received of the highest three (3) years of their last ten (10) years of service, which additional years of service over twenty (20) years shall be at the employee's option.

Employees hired after 7/1/2014 may retire after twenty five (25) years of service, regardless of age. Employees shall be paid fifty (50%) percent of the average compensation received of the highest three (3) years of their last ten (10) years of service. Employees shall receive an additional two and one-half (2.50%) percent for each year after twenty-five (25) years for a maximum of thirty (30) years or sixty-two and one-half (62.5%) percent.

13.3 Subject to the provisions of Article 13, Section 2, no retiree shall be entitled to a pension that exceeds the following limits:

- a. Effective 7/1/2019 – eighty-five percent (85%) of the employee's base pay at the time of retirement.
- b. Effective 7/1/2020 – eighty percent (80%) of the employee's base pay at the time of retirement.
- c. Effective 6/30/2023 – seventy-five percent (75%) of the employee's base pay at the time of retirement. Further reductions in the pension cap shall not be less than seventy-five percent (75%) for employees hired prior to 1/1/2018.
- d. Notwithstanding the above, members whose pension is subject to the base pay cap as mentioned above and retire after their normal retirement date of twenty or twenty five (20 or 25) years of service, shall receive an additional one-tenth percent (0.10%) for each additional full month of service up to a maximum of thirty (30) years.

- e. The City will refund the excess pension contributions on the years included in the pension calculation for any pension subject to the base pay cap mentioned above.

13.4 a. *Definitions*

- (1) Service-related Disability: The term Service-related Disability shall mean that an employee is physically or mentally unable, as a result of bodily injury or disease received while in the performance of his/her duty as an employee of the City of Norwich, to engage in or perform his/her regular duties of the City. Such Service-related Disability cannot be a result of the employee's own willful misconduct and must be permanent and continuous for the employee's life.
- (2) Willful Misconduct: The term Willful Misconduct shall include, but will not be limited to, the following events:
  - (a) Disability resulting from an intentionally self-inflicted injury;
  - (b) Disability which was contracted, suffered or incurred while engaged in, or resulting from being engaged in, a felonious enterprise.
- (3) Gainful Employment: The term Gainful Employment shall mean the performance of a reasonable occupation in a part-time or full-time position for pay or profit.

b. *Service-related Disability Pension Benefit*

- (1) In order to receive a Service-related Disability Pension, proof of permanent disability must be submitted to the Personnel and Pension Board, which Board will then require examinations to be made by at least two (2) impartial medical and/or psychiatric examiners. The Board may require no more than one (1) medical and/or psychiatric examination in any twelve (12) month period to demonstrate evidence of the continuance of such disability; the same shall be at no cost to the pension recipient.

- (2) An employee who is retired under the terms and conditions of Section 3 of Article 13 will receive a Service-related Disability Pension Benefit which shall equal one-half ( $\frac{1}{2}$ ) of the annual budgeted base salary received by said employee at the time of disability, except as said Benefit may be adjusted under the conditions set forth hereinafter in subsection c of this Section.

c. *Adjustments to Service-related Disability Pension Benefit*

- (1) No adjustment to this Benefit shall be made during the first twelve (12) months following the determination of the Service-related Disability.
- (2) The Service-related Disability Pension Benefit shall be immediately discontinued should a subsequent examination, as may be required under subsection b(1) of this Section, by a medical and/or psychiatric examiner, *not* show a continuance of said disability.
- (3) Any Service-related Disability Pension shall be adjusted so that the total of the pension payments and any outside income earned through gainful employment after the date of separation do not exceed in any calendar year the former base salary from the Department, plus two (2%) percent increase in such average base figure for each full calendar year subsequent to the separation. This adjustment shall be accomplished by an annual review of Federal Income Tax Returns and a cessation of monthly payments, to the extent that such is required, to eliminate the excess payment.

13.5 Section 4 of Article 13 shall apply only to employees hired on or after July 1, 1976.

13.6 The parties agree to the following provisions:

- a. Effective 7/1/2018, the rate of contribution by participating members of the City of Norwich Employees' Retirement Fund shall be eight and one-half (8.5%) percent of each employee's annual earnings; such contribution shall be deducted each pay period from the pay of each participating employee and transmitted immediately to the Retirement Fund.

- b. (1) Individuals hired after April 23, 1974 but prior to July 1, 1993, who hold the position of Animal Control Officer, shall select upon appointment the same pension plan as Police Officers or the same pension plan as City Hall employees. However, notwithstanding any other provision of this Agreement or any past practice, once a pension plan has been selected, the employee will not be permitted to transfer into another pension plan.
- (2) Notwithstanding any other provision of this Agreement or any past practice, individuals hired on or after July 1, 1993, who hold the position of Animal Control Officer, will participate in the same pension plan as City Hall employees.

13.7 For members hired on or before 7/1/2014, in the event of the death of any member of the City of Norwich Employees' Retirement Fund, subsequent to the effective date of his/her retirement in accordance with the provisions of this pension, payment shall be made to the spouse of such member until death or remarriage, whichever shall come first. This widow/widower pension shall equal ninety (90%) percent of the pension which the deceased member was receiving at the time of his/her death. To receive such pension benefits, the spouse must have been married to the deceased member for at least one (1) year before his/her death. If the deceased member leaves no spouse, or the spouse dies or remarries, payments totaling ninety (90%) percent of the deceased member's pension shall be paid to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.

13.8 In the event of a service related death of any employee, the spouse of such employee shall receive a pension until his/her death or remarriage, equal to ninety (90%) percent of such employee's annual budgeted salary at the date of death; provided such pension benefit shall be adjusted so that the total weekly benefits received by such spouse pursuant to the Workers' Compensation Law or the Heart and Hypertension Law and this pension shall not exceed one hundred (100%) percent of the weekly compensation being paid, during any period, to members of such department in the same position which was held by such deceased employee at the time of his/her death. If the deceased employee leaves no spouse, or the spouse dies or remarries, such pension as adjusted shall be paid to the living children of the deceased employee, if any, in equal shares, provided that any child's right to share in such "90% pension as adjusted" shall terminate upon his/her eighteenth (18<sup>th</sup>)

birthday or death, whichever shall first occur; and upon the attainment of age eighteen (18) or the death of a child, such "90% pension as adjusted" shall be paid to the remaining living children of the deceased employee who have not yet attained age eighteen (18), if any, in equal shares, and such payment shall terminate when the last such living child dies or attains age eighteen (18).

- 13.9 For members hired after 7/1/2014, upon retirement, the member may make a one-time irrevocable election at the time of retirement to provide for a survivor's benefit. For those members who make this election, the single life annuity paid during the member's life shall be actuarially reduced by the formulae below to reflect the increase in the amount of the Plan's death benefit.

Survivor Benefit Formulae Options:

- For 50% Joint & Survivor: Reduction factor of 94% plus 0.3% for each year that spouse's age is greater than employee's age or minus 0.3% for each year that spouse's age is less than employee's age, with a maximum factor of 99%
  - For 90% Joint & Survivor: Reduction factor of 90% plus 0.5% for each year that spouse's age is greater than employee's age or minus 0.5% for each year that spouse's age is less than employee's age, with a maximum factor of 99%
  - For 100% Joint & Survivor: Reduction factor of 89% plus 0.6% for each year that spouse's age is greater than employee's age or minus 0.6% for each year that spouse's age is less than employee's age, with a maximum factor of 99%
- 13.10 Effective 7/1/2018, the city will match up to fifteen hundred dollars (\$1,500.00) per calendar year into a deferred compensation plan for all employees hired after 7/1/2014 who have successfully passed probation. Each pay period the employee contributes to the city sponsored 457 deferred compensation plan, the city will contribute an equal amount up to fifteen hundred dollars (\$1,500) per calendar year. The employee will become vested in these funds immediately and is subject to all terms and conditions of the IRS regulations regarding 457 plans.
- 13.11 City Pick Up of Mandatory Retirement Contributions. Notwithstanding any other provisions of the City of Norwich Employees' Retirement Fund to the contrary, the City,

in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall pick up mandatory employee retirement contributions with respect to bargaining unit employees payable on all salary earned on or after November 1, 1993, or whenever the last governmental action necessary to effectuate the pickup is made, whichever date is later. Such pick up contributions shall be in lieu of employee contributions. The City shall pick up these employee contributions by an equivalent reduction in the cash salary of the employees. Employees shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to the City of Norwich Employees' Retirement Fund. The employee contributions so picked up by the City shall for all purposes (including determining "average annual pay" under the City of Norwich Employees' Retirement Fund) be considered to be included in an employee's annual gross salary and shall for all purposes be treated in the same manner and to the same extent as employee contributions made prior to November 1, 1993.

- 13.12 Military Service Time. Notwithstanding the provisions of the City of Norwich Employees' Retirement Fund, as amended, to the contrary members of the Norwich Police Department who are participating members of the Fund shall be eligible to purchase a maximum of forty-eight (48) months and a minimum of six (6) months' time spent as a member of the Armed Forces of the United States by any member of the retirement system or by any person who otherwise would be eligible for membership hereunder and who has received from the Armed Forces of the United States as honorable discharge or a general discharge under honorable conditions shall be included in computing the length of time of service rendered the City, provided however, that the same shall be so added only if said person has been employed by the City for at least twelve (12) years (twenty years (20) for all employees hired on or after July 1, 2009 and twenty five years (25) for all employees hired after July 1, 2014), and upon payment to said retirement fund of the contributions which said person would have made if actually employed by City during Armed Forces service but calculated on the normal employee percentage and salary in effect on the twelfth (12<sup>th</sup>) anniversary of employment, which payment must be made prior to retirement, and upon notice of intention to so contribute given within one (1) year of the twelfth (12<sup>th</sup>) anniversary of employment. For new employees who must attend POST for certification as officers, the hire date for purposes of this paragraph is the date the employee begins POST training. Payment must be completed in five (5) years.

For all employees hired on or after 7/1/2009, the purchased military leave cannot be used to reduce the twenty (20) or twenty-five (25) years of service eligibility requirement.

#### **ARTICLE 14 – SALARIES**

- 14.1 a. Effective and retroactive to 7/1/2016, each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two percent (2%) general wage increase to base pay only per appendix A, attached hereto.
- b. Effective and retroactive to 7/1/2017 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two percent (2%) general wage increase to base pay only per appendix A, attached hereto.
- c. Effective 7/1/2018 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two percent (2%) general wage increase per appendix A, attached hereto.
- d. Effective 7/1/2019 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two percent (2%) general wage increase per appendix A, attached hereto.
- e. Effective 7/1/2020 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two percent (2%) general wage increase per appendix A, attached hereto.
- f. Effective 7/1/2021 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two and one-half percent (2.5%) general wage increase per appendix A, attached hereto.

- g. Effective 7/1/2022 each Police Officer, Sergeant, Lieutenant, the Captain, the Animal Control Officer, and the Assistant Animal Control Officer of the bargaining unit shall receive a two and one-half percent (2.5%) general wage increase per appendix A, attached hereto.
- h. Direct deposit with email notification is required of all wages.
- i. The Union agrees to bi-weekly pay if all other unions in the City (excluding Public Utilities and Board of Education) agree.

14.2 Police Officers, Sergeants, Lieutenants, and the Captain

- a. (1) Each Police Officer, excluding Sergeants, Lieutenants, and the Captain of the Norwich Police Department, covered by this Contract shall be paid in accordance with this section of Article 14, and Appendix A, attached hereto and made a part hereof.
  - (a) Step I in Appendix A shall be the Entrance Rate of Pay.
  - (b) Step II in Appendix A shall be the rate of pay upon successful completion of probationary period or entrance as a certified officer.
  - (c) Step III in Appendix A shall be at the rate of pay after five (5) years of employment.
  - (d) Step IV in Appendix A shall be the rate of pay after six and one-half (6.5) years of employment.
  - (e) Step V in Appendix A shall be the rate of pay after nine (9) years of employment.
  - (f) Step VI in Appendix A shall be the rate of pay after twelve (12) years of employment.

- (2) Each Sergeant, of the Norwich Police Department covered by this Contract shall be paid in accordance with this section of Article 14, and Appendix A, attached hereto and made a part hereof.
  - (a) Step I in Appendix A shall be the Entrance Rate of Pay.
  - (b) Step II in Appendix A shall be the rate of pay after one (1) year of employment in grade.
  - (c) Step III in Appendix A shall be effective and at the rate of pay after four (4) years of employment in grade.
- (3) Each Lieutenant, and the Captain of the Norwich Police Department covered by this Contract shall be paid in accordance with this section of Article 14, and Appendix A, attached hereto and made a part hereof.
  - (a) Step I in Appendix A shall be the Entrance Rate of Pay.
  - (b) Step II in Appendix A shall be the rate of pay after one (1) year of employment in grade.
- (4) It is expressly understood and agreed that Police Officers, including Sergeants, Lieutenants and the Captain, shall, during the term of this Contract, continue to receive any annual increments provided by the Salary Plan (see Appendix A attached hereto), and the Merit System Rules of the City of Norwich, provided the same is not in conflict with this Contract.

#### 14.3 Animal Control Officer/Assistant Animal Control Officer

- a. The Animal Control Officer and Assistant Animal Control Officer shall be paid in accordance with this section of Article 14, and Appendix A, attached hereto and made a part hereof.
  - (1) Step I in Appendix A shall be the Entrance Rate of Pay.

- (2) Step II in Appendix A shall be the rate of pay after six (6) months employment.
- (3) It is expressly understood and agreed that the Animal Control Officer shall, during the term of this Contract, continue to receive any annual increments provided by the Salary Plan (see Appendix A attached hereto) and the Merit System Rules of the City of Norwich, provided the same is not in conflict with this Contract.

14.4 Detective Stand-by Pay: (effective 9/17/2016)

- a. Employees are assigned to and removed from the Detective Division at the sole discretion of the Chief. The Chief may assign up to nine (9) individuals, including supervisors, to the Detective Division on a regular basis.
- b. Detectives and supervisors regularly assigned to the Detective Division will be required to be “on-call” or “standby” on an equal and rotating basis. The schedule for “on-call/standby” will be established by the Chief or designee and posted monthly in a location visible to the department. Each week one detective and one supervisor will be designated as “on-call/standby” and will be required to respond to the phone and if applicable to the location of incident or PD within 45 minutes. Individuals regularly assigned to the Detective Division will receive a non-cumulative, on-call stipend in the total amount of \$100.00 weekly for each week they are on-call. The on-call stipend is non-pensionable, is pro-rated, and is not part of an employee’s base pay. Employees no longer assigned to the Detective Division will not receive any on-call stipend.
- c. Failure of the “on call/standby” employee to respond may result in reassignment at the sole discretion of the Chief. In addition, each incident of failing to respond will result in forfeit of “on call/standby” pay for the week

14.5 Shift Differential: (effective 9/17/2016)

- a. Police Officers, Sergeants, Lieutenants and the Captain assigned to the evening shift shall be paid, in addition to their normal rate of pay, a shift differential of \$100/month. This differential is only for personnel whose regular shift is evenings and for personnel that swap to evening shift for three (3) months or more. Any

employee whose regular shift is not the evening shift and swaps to the evening shift, will not receive evening differential pay. In addition, an employee that is mandatorily held to work evening shift for no less than 4 hours will receive differential pay for the number of hours worked at \$ 0.57 /hour. Shift differential pay is non-pensionable.

- b. Police Officers, Sergeants, Lieutenants and the Captain assigned to the midnight shift shall be paid, in addition to their normal rate of pay, a shift differential of \$125/month. This differential is only for personnel whose regular shift is midnight and for personnel that swap to midnight shift for three (3) months or more. Any employee whose regular shift is not the midnight shift and swaps to the midnight shift, will not receive midnight differential pay. In addition, an employee that is mandatorily held to work midnight shift for no less than 4 hours will receive differential pay for the number of hours worked at \$0.72/hour. Shift differential pay is non-pensionable.

#### 14.6 Longevity:

- a. Beginning 7/1/14, full-time employees hired on or before 7/1/14 and reach fifteen (15) years of continuous service as a member of the Norwich Police Department and who are covered by the provisions of this contract, shall receive one thousand (\$1,000) dollars annual longevity pay. The length of service of each employee shall be the amount of service which he/she has completed on June 30th of each fiscal year. Longevity pay shall be paid the first payroll in July. Longevity pay is non-pensionable.

### ARTICLE 15 – SAVINGS CLAUSE

- 15.1 The City retains all rights it had prior to the signing of this Contract, except such rights as are specifically relinquished or abridged by this Contract. It is further agreed that the Chief of Police retains his/her authority to hire the Animal Control Officer in accordance with the City Charter.
- 15.2 All job benefits presently enjoyed by employees which are not specifically provided for or abridged in the Contract are hereby protected by this Contract.

## **ARTICLE 16 – RELIEF POLICE OFFICERS**

- 16.1 The following provisions of this Contract, and only these provisions, shall apply to the Relief Police Officers of the City of Norwich.
- 16.2 Relief Police Officers shall be compensated at the hourly rate of Step I of the Salary Plan as shown on Appendix A.
- 16.3 The City shall provide and pay for a fifteen thousand (\$15,000.00) dollar term life insurance policy.
- 16.4 Each Relief Police Officer who works a minimum of one hundred sixty (160) hours annually, shall receive a thirty (\$30.00) dollar uniform cleaning allowance.
- 16.5 Each Relief Police Officer who works a minimum of one hundred sixty (160) hours annually shall receive a one hundred thirty (\$130.00) dollar uniform allowance.
- 16.6 Workers' Compensation shall be paid in accordance with the provision of Article 10, Section 2 of this Contract.
- 16.7 Relief Police Officers shall be compensated for court appearances at their regular hourly rate with a minimum of two (2) hours.
- 16.8 The City shall supply each Relief Police Officer with a duty firearm when he/she is on duty.
- 16.9 The only other Articles of this Contract which shall apply to Relief Police Officers are Article I (Recognition), Article 15 (Savings Clause), Article 21 (Management Rights), Article 24 (Physical Examinations and Weight Requirements), and Article 27 (Duration). The remaining Articles of this Contract between the City of Norwich and UPSEU/COPS, Unit #104 shall not apply to Relief Police Officers.

## **ARTICLE 17 – STRIKES**

- 17.1 The Union and the employees expressly agree that during the life of this Contract there will be no strikes, slowdowns, work stoppages, mass absenteeism, or mass resignations, or other similar forms of interference with the operation of the Department.

## ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 For the purpose of this Contract, a grievance shall be defined as an allegation of a misapplication or misinterpretation of a specific term of the Contract, or an appeal from a departmental suspension, or dismissal, or other departmental disciplinary action. Performance observation reports (“PORs”) are positive or negative counseling provided to officers in writing and are not considered disciplinary action. Employees must sign PORs to acknowledge receipt, and may issue a rebuttal statement within five (5) calendar days of receipt. The rebuttal statement shall be maintained with the POR in the employee’s personnel file. The Chief and/or his designee will review any rebuttal statement, determine if the POR should be modified and notify the employee of his/her decision.
- 18.2 Any dispute between UPSEU/COPS Unit #104 and the City involving the interpretation or application of the terms of this Contract may be filed as a grievance within ten (10) calendar days of the event giving rise to the complaint. The grievance shall be in writing, setting forth the section of the Contract involved, the specific violation, the proposed remedy, and shall be handled in accordance with the procedure set forth below:
- 18.3 a. Step 1. The grievance shall be submitted by Unit #104 to the Chief of Police. The Police Chief shall give his/her written answer to the Union within fourteen (14) calendar days of the receipt of the grievance.
- Step 2. If no satisfactory settlement is reached, the grievance may be submitted to the Director of Human Resources within seven (7) calendar days after the decision of the Chief of Police. The Director of Human Resources will make an effort to resolve the grievance and shall give his/her written answer within fourteen (14) calendar days of receipt of the grievance.
- Step 3. In the event the grievance is not settled in a manner satisfactory to both parties in Step 2 above, then either party has the right and authority to submit such grievance to the State Board of Mediation and Arbitration to arbitrate such dispute or grievance. The request to the State Board of Mediation and Arbitration must be made within twenty (20) calendar days of the written decision of the Human Resources Director prescribed by Step 2. Any grievance involving a termination from employment or a suspension of fifteen (15) days or greater shall be submitted

to the American Arbitration Association (AAA) for arbitration. The parties shall share equally the fees and costs of the arbitration, exclusive of the parties' respective attorneys' fees. The decision of the Board/AAA shall be final and binding on both parties and shall have the same force and effect as a judgment of law.

- 18.4 Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual agreement of UPSEU/COPS Unit #104 and the City, provided that if a grievance is not submitted by UPSEU/COPS Unit #104 to a higher step in the above procedure, it shall be deemed settled on the basis of the answer given in the last step considered.
- 18.5 Any disciplinary action including discharge may be appealed through the grievance procedure of the Agreement. Notwithstanding the foregoing, the discipline and/or discharge of an employee who is in probationary status shall not be a violation of this Agreement and/or subject to the grievance and/or arbitration provisions provided herein.

#### **ARTICLE 19 – UNION BUSINESS LEAVE**

- 19.1 Subject to departmental needs, two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and UPSEU/COPS Unit #104 for the purpose of negotiating the terms of the Contract when such meetings take place at a time during which such members are scheduled to be on duty.
- 19.2 Subject to departmental needs, one (1) member of the Grievance Committee of Unit #104 or the President of Unit #104 shall be granted leave from duty with full pay for all meetings between the City and Unit #104 for the purpose of processing grievances.
- 19.3 One member of the Union Executive Board shall be allowed Leave from duty with pay to attend meetings exclusively limited to the discussion of grievances or pending grievances. If an additional executive member is necessary for the Union to accomplish their business, a second member of the Union Executive Board shall be allowed Leave from duty with pay to attend meetings exclusively limited to the discussion of grievances or pending grievances. The Union shall provide the Chief a list of current Union Executive Board members annually, during the first week in January. It is further understood and agreed

that subject to departmental needs two (2) Elected Union officials may attend General Union Meetings without loss of pay. Said members shall be required to interrupt said meeting subject to the Department's needs and shall then return to duty.

## **ARTICLE 20 – UNION MEMBERSHIP/DUES REQUIREMENTS**

- 20.1 Employees who are members of the UPSEU/COPS Unit #104 will be required to maintain their membership in UPSEU/COPS Unit #104 for the duration of the Agreement, provided however, that thirty (30) days prior to the expiration of the Agreement, any member may withdraw from UPSEU/COPS Unit #104 by serving written notice of such withdrawal upon both the City and UPSEU/COPS Unit #104.
- 20.2 New employees may join UPSEU/COPS Unit #104 upon completion of their probationary period. Employees who become members of UPSEU/COPS Unit #104 will be required to maintain their memberships in UPSEU/COPS Unit #104 for the duration of the Agreement, provided however, that thirty (30) days prior to the expiration of the Agreement, any member may withdraw from UPSEU/COPS Unit #104 by serving written notice of such withdrawal upon both the City and the Union. UPSEU/COPS Unit #104 by serving written notice of such withdrawal upon both the City and the Union.
- 20.3 Notwithstanding any other provision of this Article, the City and the Union agree that as a condition of employment all employees covered by this Agreement shall pay to the Union either an "Agency Service Fee" or "Dues" on a monthly basis, the amount thereof to be set by the Union from time to time, in order to aid the Union in defraying costs in connection with its obligations and responsibilities as bargaining agent for said employees.
- 20.4 The City shall deduct a monthly agency service fee or Union dues from the earned wages of each employee in such amount determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which shall be submitted to the City. Such authorization shall be continued thereafter if an agreement exists between the City and the Union.
- 20.5 Should an employee fail or refuse to join the Union or maintain membership therein, or in lieu thereof, pay an agency service fee as established by the Union, as herein before provided, the Union may request the City to discharge said employee provided that such request is made in writing to the Human Resources Director. The Human Resources

Director or the Department Head shall then notify the employee within two (2) weeks of the date of receipt of the aforesaid request, that he/she will be terminated if he/she does not join or rejoin the Union within two (2) weeks of the date of receipt of said letter from the Human Resources Director or the Department Head. Further, the employee will be discharged by the City in accordance with the foregoing, unless either said employee joins or rejoins the Union, or in lieu thereof pays an agency service fee as established by the Union. Notwithstanding the aforesaid, if the City has notified the Union that the matter is reasonably in dispute, the City will not be obliged to discharge said employee until the matter has been fully adjudicated.

- 20.6 The Union agrees to defend, indemnify, and save the City harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of, or by reason of, actions taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
- 20.7 Such officers and members of the Union, as designated by the Union, not to exceed two (2) employees at any one (1) time, shall be granted leave from duty with full pay for Union business, such as attending Union conferences, provided that the total leave for the bargaining unit for the purposes set forth in this Section shall not exceed ten (10) days in any fiscal year. All such leave shall be requested at least ten (10) days in advance.
- 20.8 Effective 1/1/2012, the City agrees to deduct from the pay of bargaining unit members such uniformly required membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union after thirty (30) days of employment.

## **ARTICLE 21 – MANAGEMENT RIGHTS**

- 21.1 The Union recognizes that, subject to the provisions of this Agreement, the City's rights, power, and authority include, but are not limited to, the right to manage its operations; determine the size of the workforce; hire, promote, transfer, or layoff employees; discipline, suspend, or discharge permanent employees for cause; the right to make all decisions on matters involving its operations; the right to introduce new and improved methods of operations and facilities; the institution of technological changes; to maintain discipline and efficiency of employees; and to determine the type and size of equipment to be used; and any other right granted by charter or statute. The City retains these rights whether they are exercised or not. Such rights and powers shall not be used to circumvent

or supersede this Agreement. During an emergency, the City shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

## **ARTICLE 22 – EDUCATION INCENTIVE**

- 22.1 Any member of the bargaining unit who has attained an Associate Degree from an accredited college or university in Police Science, Police Administration, Law Enforcement, Psychology or Sociology shall receive a lump sum payment of four hundred fifty (\$450.00) dollars no later than July 15<sup>th</sup> of each year.
- 22.2 Any member of the bargaining unit who has attained a Bachelor Degree from an accredited college or university in Police Science, Police Administration, Law Enforcement, Psychology or Sociology shall receive a lump sum payment of seven hundred fifty (\$750.00) dollars no later than July 15<sup>th</sup> of each year.
- 22.3 Any member of the bargaining unit who has attained a Master's Degree from an accredited college or university shall receive a lump sum payment of nine hundred (\$900.00) dollars no later than July 15<sup>th</sup> of each year.
- 22.4 In the event that any employee of the bargaining unit has obtained both an Associate Degree and a Bachelor Degree in any of the academic fields listed in Sections 1, 2, and 3 of this Article, such employee shall be paid only the lump sum payment for the Bachelor Degree.

In the event that any employee has earned an Associate Degree, a Bachelor Degree and a Master's Degree in any of the academic fields listed in Sections 1, 2, and 3 of this Article, such employee shall be paid only the lump sum payment for the Master's Degree.

- 22.5 Any employee covered by this Agreement shall be reimbursed for tuition costs for formal, job related educational courses of study, up to a maximum of eight hundred (\$800.00) dollars annually. Said sum shall not be considered as additional compensation for pension or wage calculation purposes. Payment shall be made under the following conditions:
- a. The course selection must be in the approved fields accepted as part of this Contract. Those fields are: Police Science, Police Administration, Law

Enforcement, Psychology or Sociology, or any other course approved by the Chief and the City Manager prior to enrollment in the course. The approval/denial of any course of study, other than the ones listed and accepted as part of the contract, shall not be a grievable matter by the employee or the Union.

- b. Course selection shall be regarded by the City and employee as voluntary, and must not in any way interfere with the employee's regularly scheduled hours of employment.
- c. Reimbursement will only be granted for approved courses in which the employee receives a letter grade of "B" or better upon completion of the approved course, and further, the employee must provide proof satisfactory to the City of the aforesaid grade. In courses where the grade is a "pass/fail", the employee must receive a "pass" grade upon completion of the course and provide proof satisfactory to the City of same.
- d. Subsequent to reimbursement for any approved course as specified above, the employee shall remain in the full-time employ of the City for a minimum period of two (2) years from the date of reimbursement/payments, or be obligated to pay back said reimbursement/payment to the City. If the same occurs, the City shall be authorized to deduct said amount from any sums due to the employee upon termination of his/her employment.

### **ARTICLE 23 – PROBATIONARY PERIOD**

- 23.1 The probationary period for a regular, full-time police officer, hired on or after the date of execution of this Agreement, shall conclude twelve (12) months after the employee's graduation date from the Connecticut Police Officer Standards and Training (POST) Council or after the date of hire if the officer is already certified. For purposes of this provision, the twelve (12) month period does not include periods in which the Employee is on Workers' Compensation leave, FMLA leave and/or any other paid or unpaid leave.
- 23.2 a. The probationary period for all other employees in the bargaining unit, including, but not limited to, Sergeants, Lieutenants, and the Captain, shall be twelve (12) months from the date of initial employment/promotion. In the event of unsatisfactory performance as determined by the Police Chief or at employee's

request, within said probationary period, an employee shall be returned to the position and pay rate formerly occupied. It is understood that promotional employees shall retain their rights under the grievance procedure and shall not be covered by Article 23, Section 3 below.

- b. At the discretion of the Police Chief or his designee, the probationary period for new hires may be extended for up to six months, following written notice and explanation of the reason(s) to the Union.

23.3 Notwithstanding any other provision of this Agreement, the discipline and/or discharge of an employee who is in a probationary status shall not be a violation of this Agreement and/or subject to the grievance and arbitration provisions contained herein.

23.4 Notwithstanding any past practice, any provision of the Agreement, the Norwich City Charter, or the City's Merit System Rules, the City shall have the right to hire individuals, previously "POST" certified as Police Officers by the State of Connecticut, without following normal advertising, testing, examination, and hiring procedures or regulations. However, the City shall require whatever psychological and polygraph examinations, and whatever other tests or examinations it deems appropriate as regards such certified police officers. "POST" certified Police Officers may be hired prior to any uncertified applicants, but shall not be hired before a police officer on a reemployment list is considered for an opening in accordance with the applicable provisions of Rule VII (Employment Lists) of the City's Merit System Rules. Further, the City may start a "POST" certified Police Officer at no higher than Step II in the Salary Plan contained in the Agreement. This section shall not apply for promotional openings which shall continue to be filled through the established procedures.

23.5 The City agrees to pay wages, provide benefits and reimburse/pay for equipment expenses related to the training and education of Employees during the POST C Academy Basic Training Course (ABTC). The parties acknowledge that the aforementioned training and education is valuable consideration, enhancing employees' employment opportunities and, therefore, agree that any employee who voluntarily resigns and performs law enforcement actively during the termination period set forth below or is terminated for cause shall reimburse the following portions of payments made by the City, either by direct payment or by deducting of the appropriate amount, from said employee's terminal pay and/or benefits (e.g., accrued, but unused leave, uniform allowance, reimbursements,

etc.), in accordance the chart below. Notice of this obligation shall be given to the employee in writing, with the conditional offer of employment, and the employee shall acknowledge via signature that the employee has received, read and understands this notice.

<u>Termination Period</u>	<u>Refund</u>
Employee leaves within one (1) year from completion date of course	\$15,000
Employee leaves within two (2) years from completion date of course	\$10,000
Employee leaves within three (3) years from completion date of course	\$5,000
Employee leaves more than three (3) years from completion date of course	0%

23.6 Overtime for employees attending POST C Academy Basic Training Course (ABTC) shall be time and one-half (1 1/2) of their regular hourly rate as established in the wage provision of this Agreement for any hours worked in excess of 171 hours in any 28 day pay period. Employees must record all hours actually worked each week and submit their time records to the training officer and/or his designee for review and processing. Hours actually worked do not include, for example, meals, classes mandated by neither the Academy nor Department, or voluntary activities such as family night or graduation programs. The Employer shall be entitled to fully utilize the 7K exemption, 29 CFR Part 5532.

## **ARTICLE 24 – PHYSICAL EXAMINATIONS AND WEIGHT REQUIREMENTS**

24.1 The City may require any Police Officer, Relief Police Officer, Sergeant, Lieutenant, or Captain (hereinafter, for the purposes of this Article, known as “employee” or “Police Officer”) to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist should the Police Chief and Human Resources Director feel such examination would be in the best interest of the employee, the Police Department, and the City. The City agrees to pay for such examination(s). A copy of the physical, psychiatric, and/or psychological examination report should be forwarded to the Human Resources Director. It is agreed that any such reports shall not be placed in the employee’s personnel file. It is further agreed that this Article shall not be enforced in an arbitrary manner by the City.

24.2 The City and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.

- 24.3 a. The parties shall establish a joint Labor Management Committee consisting of the Union President and the Deputy Chief or their respective designees, to administer a voluntary physical fitness test, the dates of which will be posted six (6) months prior to the examination. The funds provided for in Section 24.3(b) shall be distributed equally among those sworn bargaining unit members who pass the physical fitness test
- b. The City and the Union shall each contribute \$1,500.00 dollars annually to a fund for this program.
- c. The combined \$3,000.00 dollars shall be distributed annually amongst participating bargaining unit members at the discretion of the Labor Management Committee. Members of the Labor Management Committee shall not be eligible to receive any distribution.
- d. The decision of the Labor Management Committee regarding the administration of the test and distribution of funds shall be final and not subject to the Grievance Arbitration Procedure.

## **ARTICLE 25 – SUBSTANCE ABUSE POLICY**

25.1 **Purposes.** The purposes of this policy are as follows:

- a. to establish and maintain a safe, healthy, working environment for all employees and to protect the public; and
- b. to insure the reputation of the Norwich Police Department and its Police Officers as good, responsible citizens worthy of public trust; and
- c. to reduce the incidents of accidental injury to person or property; and
- d. to reduce absenteeism, tardiness and indifferent job performance; and
- e. to provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with, alcohol or drugs.

## 25.2 Definitions

- a. Alcohol or Alcoholic Beverages – means any beverage that has an alcoholic content.
- b. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
- c. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- d. Illegal Drug – means any drug or controlled substance, the sale, possession, or consumption of which is illegal.
- e. Supervisor – means the Officer or Acting Officer who is the employee’s immediate supervisor in the chain of command, or the Chief of Police or his/her designee.
- f. Employee Assistance Program – means Employee Assistance Program provided by the City of Norwich or any agency/entity the City has contracted with to provide said Program.
- g. Union President – means President of UPSEU/COPS Unit #104 or his/her designee.

## 25.3 Employee Assistance Program

- a. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with, alcohol or drugs is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation, or referral by a Supervisor.
- b. “Self-Referral” confidentiality will be maintained between the employee seeking help and employee assistance personnel.

- c. Employee progress will be monitored by the Police Chief, or the Deputy Police Chief.
- d. Employees may utilize leave under the Family and Medical Leave Act (“FMLA”), as applicable and consistent with the Employer’s practices, for outpatient and/or inpatient treatment.

25.4 Alcoholic Beverages. No alcoholic beverages will be brought onto or consumed while on Police Department premises. The Police Department will invoke appropriate disciplinary action for any violation.

- a. Any employee whose use of prescription drugs results in an inability to perform all duties required of said employee in a satisfactory manner may be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event that the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

25.5 Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them by an employee, on or off duty, is cause for suspension or termination, and/or referral for criminal prosecution, and shall result in mandatory drug testing, regardless of duty status. If the use or possession occurs on duty, the drug testing will follow the procedures set forth in Steps 2-6 of 25.6 a. If the use or possession occurs off duty, the drug testing will follow the procedures set forth in Steps 2, 5 and 6 of 25.6 a.
- b. The sale, trade, or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person is cause for suspension or termination, and/or for referral for criminal prosecution, and shall result in mandatory drug testing, regardless of duty status. If the sale, trade or delivery occurs on duty, the drug testing will follow the procedures set forth in Steps 2-6 of 25.6 a. If the sale, trade or delivery occurs off duty, the drug testing will follow the procedures set forth in Steps 2, 5 and 6 of 25.6 a.

- c. The arrest of an Employee for a drug related offense, on or off duty, shall result in mandatory drug testing, regardless of duty status. If the arrest occurs on duty, the drug testing will follow the procedures set forth in Steps 2-6 of 25.6 a. If the arrest occurs off duty, the employee must notify his/her Supervisor immediately of the arrest. The Supervisor will immediately notify his Supervisor and the Union President. The Supervisor shall take the employee as soon as reasonably practical under the circumstances to the Police Department's designated hospital or testing facility for testing. The procedure shall then follow Steps 5 and 6 of 25.6 a.

25.6 Procedures. The procedures of the City of Norwich's Police Department in regards to an employee using, possessing, or under the influence of alcohol, drugs, chemicals or controlled substances while on duty are as follows:

- a. An employee shall report to his/her place of assignment fit and able to perform their required duties and shall not by any improper act render him/herself unfit for duty.

Step 1: Any Supervisor who has reasonable belief that an employee is under the influence of alcohol, drugs or chemicals, shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

Step 2: The Supervisor shall immediately notify his/her Supervisor and the Union President.

Step 3: Both Supervisors will interview the employee in the presence of the Union President and if both Supervisors believe that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the Police Department's designated hospital or testing facility. Notwithstanding the foregoing, in a case involving a Police Sergeant, a Police Lieutenant, or a Police Captain, the Police Chief or the Deputy Police Chief may ask another employee, whether or not such individual is said employee's immediate Supervisor, to participate in the aforesaid interview.

Step 4: The decision to relieve the employee from duty shall be documented as soon as practicable. Both Supervisors and the Union President should document

reasons and observations such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

- (1) It shall be made clear to the employee before he/she signs the release form that the results will be made available to his/her Supervisors in the Police Department and the Union President and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.
- (2) If the tests are not given and/or the results not provided, the employee will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union and the Police Department's Rules and Regulations. In such case, the employee shall be suspended or terminated.

Step 6: When an alcohol/drug test is administered, the employee will be placed on limited duty or leave with pay, at the sole discretion of the Chief of Police or his/her designee, until results are available.

- (1) When tests results are positive, the employee will be subject to disciplinary action, including termination. Notwithstanding the foregoing, in case of alcohol abuse only, said employee may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Rejection of treatment or failure to successfully complete the program shall be cause for suspension or termination. No employee will be eligible for the Employee Assistance Program more than one (1) time.
- (2) The Chief of Police or the Deputy Police Chief shall make the final determination whether the employee returns to active status or remains off duty.

- b. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals, shall be subject to disciplinary action.

25.7 Random Drug and/or Alcohol Testing

- a. The City will consult with the Union regarding the program outline and initiate a random drug and/or alcohol testing program as soon as reasonably practical following ratification of this agreement; the Union and Employees will be provided with notice of the implementation date and an outline of the program. In the case of positive alcohol tests only, said employee may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Rejection of treatment or failure to successfully complete the program shall be cause for suspension or termination. No employee will be eligible for the Employee Assistance Program more than one (1) time.

25.8 Notice to Employees - State/Federal Law

- a. The revised policies set forth in this Substance Abuse Policy are effective July 30, 1993. Each present employee will be furnished a copy of this Policy and will sign a receipt for the same. Any employee hired in the future will be furnished a copy before hiring, and will sign a receipt for the same.
- b. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

25.9 The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

**ARTICLE 26 – MISCELLANEOUS**

26.1 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

- 26.2 a. Mileage Reimbursement. Employees required and authorized by the Police Chief to use their personal vehicle for the conduct of City business shall be reimbursed for all such mileage driven at the Internal Revenue Service limit.
- b. In the event that a City-provided vehicle is available for such conduct of City business, and the employee elects to use his/her personal vehicle, for any reason, the City will not reimburse for mileage or be responsible for damage or any other cost, excluding a valid Workers' Compensation injury, incurred by use of the employee's personal vehicle.

26.3 Meal Allowance. Employees shall be compensated for breakfast, lunch and dinner for work-related travel outside the City at the following rates for the duration of this Agreement:

Breakfast	\$ 7.00
Lunch	\$ 10.00
Dinner	\$20.00

Receipts or other appropriate verification must be provided.

26.4 Personnel Files. An employee shall make a request to review his/her personnel file in writing to the Chief of Police and Human Resources. An employee shall then have the right to review his personnel file in the presence of the Chief of Police and/or his designee. If, upon inspection of a personnel file, the employee disagrees with the information contained therein, the employee may submit a written statement to the Chief of Police and Human Resources explaining the employee's position, and such statement shall be maintained as part of the personnel file and shall accompany the transmittal or disclosure of such file to a third person.

26.5 Administrative Leave Pending Investigation. Generally, Employees placed on administrative leave pending investigation continue to receive their base salary. In cases where an Employee is charged with a felony crime, driving while under the influence and/or a crime arising out of employment, then after three (3) calendar weeks of placement on paid administrative leave, the Chief may place the employee on leave without pay pending investigation if he/she finds that there is a reasonable probability that further investigation will result in a determination that just cause exists to impose

disciplinary action. In cases of capitol felony crimes and/or as otherwise provided by law, the Chief may place the Employee on leave without pay immediately (i.e., no paid leave) upon such finding of reasonable probability. The Chief's finding of reasonable probability shall not be subject to the grievance and arbitration provisions of the contract.

In the event that the Employee is found not guilty of the criminal charges on the merits, the City does not discipline the Employee and/or the Employee does not resign from employment pending either the completion of the internal investigation and/or the imposition of discipline, the City will reimburse the Employee for the unpaid leave at the rate of his average salary over the 52 weeks preceding his/her placement on unpaid administrative leave.

#### **ARTICLE 27 – DURATION**

- 27.1 The term of this Contract shall be from July 1, 2016 through June 30, 2023. Either party wishing to terminate, amend, or modify this Contract shall notify the other party in writing not more than one hundred twenty (120) days, nor less than ninety (90) days prior, to such expiration date. Within five (5) days of receipt of such notification by either party, a conference shall be held between the City and UPSEU/COPS Unit #104's Negotiating Committee for the purpose of such amendment, modification, or termination.
- 27.2 Unless otherwise specified herein, the effective date of specified Article of this Contract, including any increase in wages and benefits, shall be the date of execution of this Agreement or as soon thereafter as practicable.

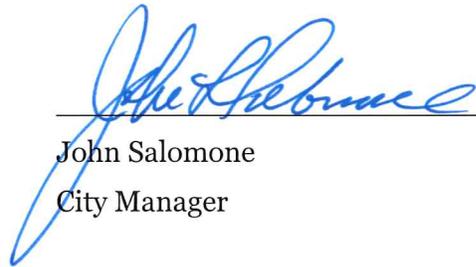
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 26<sup>th</sup> day of June, 2018.

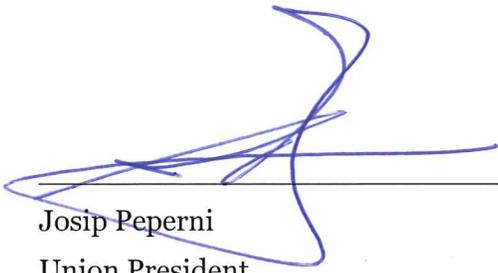
Signed, Sealed and Delivered in the presence of:

**THE CITY OF NORWICH**

  
\_\_\_\_\_  
Brigid Marks  
Director of Human Resources

  
\_\_\_\_\_  
John Salomone  
City Manager

**UPSEU/COPS LOCAL 104**

  
\_\_\_\_\_  
Josip Peperni  
Union President

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
UPSEU President

  
\_\_\_\_\_  
Ronald Suraci  
Director

**APPENDIX A – WAGE SCALE**

<b>POLICE (UPSEU #104) PAY PLAN</b>															
<b>FY 2017 - 2023</b>															
UPSEU #104	Step	7/1/2016 - 6/30/2017		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/2019		7/1/2019 - 6/30/2020		7/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023	
		Annual	2.0%	Annual	2.5%	Annual	2.5%								
Police Officer	PO1	\$55,422.72	\$56,531.17	\$57,661.79	\$58,815.03	\$59,991.33	\$61,191.11	\$62,418.39	\$63,673.20	\$64,956.62	\$66,268.75	\$67,610.60	\$68,983.27	\$70,386.77	\$71,821.12
Upon completion of probation or hired as certified officer	PO2	\$62,980.37	\$64,239.98	\$65,524.78	\$66,835.28	\$68,171.99	\$69,549.29	\$70,957.60	\$72,406.31	\$73,895.92	\$75,426.83	\$76,999.54	\$78,614.55	\$80,271.56	\$81,999.99
5 years from DOH	PO3	\$67,358.69	\$68,705.86	\$70,079.98	\$71,481.58	\$72,911.21	\$74,379.81	\$75,864.81	\$77,346.81	\$78,825.48	\$80,305.21	\$81,785.61	\$83,267.11	\$84,749.92	\$86,233.54
6.5 years from DOH	PO4	\$70,532.65	\$71,943.30	\$73,382.17	\$74,849.81	\$76,346.81	\$77,884.81	\$79,414.41	\$80,935.21	\$82,456.81	\$83,979.41	\$85,503.61	\$87,027.81	\$88,553.41	\$90,079.21
9 years after DOH	PO5	\$73,090.83	\$74,552.65	\$76,043.70	\$77,564.57	\$79,115.86	\$80,707.47	\$82,330.47	\$83,944.47	\$85,549.47	\$87,145.47	\$88,732.47	\$90,311.47	\$91,882.47	\$93,427.47
12 years after DOH	PO6	\$74,582.48	\$76,074.13	\$77,595.61	\$79,147.52	\$80,730.47	\$82,344.47	\$83,949.47	\$85,544.47	\$87,129.47	\$88,704.47	\$90,279.47	\$91,914.47	\$93,539.47	\$95,164.47
Sergeant	SGT1	\$78,657.08	\$80,230.22	\$81,834.82	\$83,471.52	\$85,140.95	\$86,842.71	\$88,577.41	\$90,347.41	\$92,151.41	\$93,990.41	\$95,864.41	\$97,773.41	\$99,717.41	\$101,596.41
1 yr from promotion date	SGT2	\$80,673.92	\$82,287.40	\$83,933.15	\$85,611.81	\$87,324.05	\$89,067.15	\$90,845.65	\$92,659.65	\$94,509.65	\$96,399.65	\$98,225.65	\$100,087.65	\$101,921.65	\$103,773.65
4 yrs from promotion date	SGT3	\$82,742.48	\$84,397.33	\$86,085.28	\$87,806.99	\$89,563.13	\$91,305.21	\$93,067.21	\$94,849.21	\$96,561.21	\$98,303.21	\$100,075.21	\$101,847.21	\$103,649.21	\$105,481.21
Lieutenant	LT1	\$88,629.92	\$90,402.52	\$92,210.57	\$94,054.78	\$95,935.88	\$97,856.44	\$99,817.00	\$101,728.11	\$103,679.21	\$105,670.71	\$107,702.11	\$109,773.61	\$111,885.11	\$114,037.11
1 yr from promotion date	LT2	\$90,902.48	\$92,720.53	\$94,574.94	\$96,466.44	\$98,395.77	\$100,366.44	\$102,379.44	\$104,434.44	\$106,531.44	\$108,672.44	\$110,849.44	\$113,162.44	\$115,511.44	\$117,896.44
Captain	CPT1	\$96,585.92	\$98,517.64	\$100,487.99	\$102,497.75	\$104,547.71	\$106,637.41	\$108,766.41	\$110,934.41	\$113,241.41	\$115,588.41	\$117,975.41	\$120,502.41	\$123,070.41	\$125,678.41
1 yr from promotion date	CPT2	\$99,062.48	\$101,043.73	\$103,064.60	\$105,125.89	\$107,228.41	\$109,372.41	\$111,556.41	\$113,880.41	\$116,244.41	\$118,648.41	\$120,602.41	\$123,056.41	\$125,510.41	\$127,964.41
Animal Control Officer	ACO1	\$43,958.56	\$44,837.73	\$45,734.48	\$46,649.17	\$47,582.15	\$48,541.41	\$49,525.41	\$50,535.41	\$51,560.41	\$52,610.41	\$53,685.41	\$54,785.41	\$55,910.41	\$57,165.41
6 mo from DOH	ACO2	\$47,455.42	\$48,404.53	\$49,372.62	\$50,360.07	\$51,367.27	\$52,393.47	\$53,439.47	\$54,505.47	\$55,591.47	\$56,797.47	\$58,114.47	\$59,451.47	\$60,779.47	\$62,169.47
Assistant Animal Control Officer	AACO1	\$40,881.47	\$41,699.10	\$42,533.08	\$43,383.74	\$44,251.41	\$45,154.41	\$46,072.41	\$47,025.41	\$47,917.41	\$48,847.41	\$49,717.41	\$50,627.41	\$51,527.41	\$52,427.41
6 mo from DOH	AACO2	\$43,958.56	\$44,837.73	\$45,734.48	\$46,649.17	\$47,582.15	\$48,541.41	\$49,525.41	\$50,535.41	\$51,560.41	\$52,610.41	\$53,685.41	\$54,785.41	\$55,910.41	\$57,165.41

## APPENDIX B – INSURANCE SUMMARY

CITY OF NORWICH	BENEFIT PLANS			
	Century Preferred PPO		Bluecare HMO	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>Cost Share Provisions:</b>				
<b>Financial:</b>				
Deductible	None	\$200/\$400/\$500	None	\$1,500 / \$3,000
Co-insurance	None	20%	None	20%
Maximum Out of pocket	None	\$1,000/\$2,000/\$2,500	None	\$3000/\$6,000
Maximum Lifetime Benefit Per Member	None	\$1,000,000	None	\$1,000,000
Gatekeeper Network	No	No	No	No
<b>DEPENDENT AGE LIMIT:</b>	19/26	19/26	19/26	19/26
<b>PREVENTATIVE CARE:</b>				
Physical Examination - Child	No copayment	Deductible & Coinsurance	No copayment	Deductible & Coinsurance
Physical Examination - Adult	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Vision Examination / one every two years	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
OB/GYN visit	\$ 15 Copay	Deductible & Coinsurance	\$ 10 Copay	Deductible & Coinsurance
Mammography	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Hearing Screening / One every year	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
<b>OUTPATIENT CARE:</b>				
Physician Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Specialist Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 Copay	Deductible & Coinsurance
Outpatient Surgical Services	\$ 50 per visit	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Diagnostic X-Ray / Lab Examination	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Complex Imaging (MRI, CAT, PET, etc )	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Prenatal and Postnatal Maternity Care	\$ 15 initial visit only	Deductible & Coinsurance	\$ 10 initial visit only	Deductible & Coinsurance
Outpatient Rehabilitation	No Charge (50 visit max)	Deductible & Coinsurance	\$ 10 copay (unlimited)	Deductible & Coinsurance
<b>MENTAL HEALTH CARE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
<b>SUBSTANCE ABUSE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
<b>ALLERGY CARE:</b>				
Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Injections	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
<b>HOSPITAL CARE:</b>				
Semi Private Hospital Admission	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Skilled Nursing and Rehabilitation Facilities	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Rehabilitative services	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
<b>HOME HEALTH CARE:</b>				
<b>EMERGENCY CARE:</b>				
Walk-in Center	\$ 15 per visit	Deductible & Coinsurance	\$ 10 per visit	Deductible & Coinsurance
Emergency Room (waived fee if admitted)	\$ 50 per visit	Deductible & Coinsurance	\$ 50 per visit	Deductible & Coinsurance
Ambulance Service	No charge	No charge	No charge	Same as In-network
Urgent Care	\$ 25 per visit	Not covered	\$ 25 per visit	Same as In-network
<b>Prescription Drugs:</b>				
Generic Tier 1 Drugs	\$ 5	Deductible & Coinsurance	\$ 5	Deductible & Coinsurance
Listed Brand Tier 2 Drugs	\$ 20	Deductible & Coinsurance	\$ 20	Deductible & Coinsurance
Non-listed Brand Tier Drugs	\$ 30	Deductible & Coinsurance	\$ 30	Deductible & Coinsurance
Mail Order	\$ 0	Deductible & Coinsurance	\$ 0	Deductible & Coinsurance
Annual maximum	Unlimited	Deductible & Coinsurance	Unlimited	Deductible & Coinsurance

\* Note: The PPO and HMO are not eligible plans for employees effective 7/1/2018. The PPO is an eligible plan for retirees.