

**CONTRACT**

**BETWEEN**

**TOWN OF FAIRFIELD**

**AND**

**THE FAIRFIELD POLICE UNION**

**CONNECTICUT ORGANIZATION**  
**FOR PUBLIC SAFETY**

**C.O.P.S. LOCAL #550**

**JULY 1, 2022 TO JUNE 30, 2025**

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**CONTRACT BETWEEN THE TOWN OF FAIRFIELD**

**AND THE FAIRFIELD POLICE UNION**

**CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY, LOCAL #550**

The following contract, by and between the Town of Fairfield, herein referred to as the "Town" and the Fairfield Police Union, Connecticut Organization for Public Safety, Local #550, herein referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Fairfield and such of its employees who are within the provisions of this contract in order that more efficient and progressive public service may be rendered.

**ARTICLE I - RECOGNITION**

Section 1.01

The Town hereby recognizes the Union as the exclusive bargaining agent for the unit consisting of all full-time Police Officers within the Fairfield Police Department (who have completed training at "P.O.S.T." and have commenced assignment in said department), except officers of the grade of Captain and above, on all matters of wages, hours, and conditions of employment. During the probationary period, probationary officers will not have access to the grievance procedure beyond Step 3. Probationary officers will not have shift bidding rights or work schedule rights while at the P.O.S.T.

Section 1.02

Probationary period shall be from 12 months after receipt of state certification or 18 months from date of hire whichever comes last.

**ARTICLE II - COPIES OF CONTRACT**

The Town shall give each present employee, and to each new employee when hired, a copy of this contract.

**ARTICLE III -GRIEVANCE PROCEDURE**

Section 3.01

The purpose of this procedure is to provide an orderly method of adjusting grievances. Should any dispute, disagreement or grievance arise between the Union or any employee and the Town concerning wages, hours, or conditions of employment, the employee or the Union may seek adjustment in the order of the steps listed below:

**STEP ONE:** Within thirty (30) days of the alleged grievance an employee, or if the alleged grievance is one of a series of alleged grievance in which there are at least three (3) similar grievances submitted simultaneously, the grievances, signed by the grievant, will be filed by the Union and processed together. Said grievance shall be in writing, setting forth the nature of said grievance to the Chief of the department with copies to the Commander of the division, Board of Police Commissioners and to the Human Resources Director. Within ten (10) days (excluding Saturdays and Sundays) after receiving such grievance, the Chief shall meet with said employee for the purpose of adjusting or resolving such grievance. The Chief shall render a decision concerning said grievance within ten (10) days of said meeting. If such grievance is not resolved to the satisfaction of the employee, the employee may within ten (10) days of such decision initiate step two of this procedure, otherwise the decision of the Chief shall not be subject to further appeal.

**STEP TWO:** Further review of such grievance shall be made by presenting in writing such grievances to the Human Resources Director or designee. Within ten (10) days after the Human Resources Director receives such grievance, the Director shall have the option of meeting with the employee/union for the purpose of adjusting or resolving such grievance. The Director or designee shall render a decision concerning said grievance within ten (10) days after receiving such grievance. If such grievance is not resolved to the satisfaction of the employee, the employee may within ten (10) days initiate step three of this procedure, otherwise the decision of the Director shall be final and binding.

**STEP THREE:** The Union may initiate this step by giving notice within ten (10) days of the response at Step Two to the Director of Human Resources of its intent to seek arbitration. Thereafter, the Union shall, within ten (10) days of this notice, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration and shall provide the Director of Human Resources with a copy thereof within said same ten (10) days. Said Board shall hear and act on such dispute in accordance with its rules and render a decision that shall be final and binding on all parties. The fee of the arbitrator and the administration expenses of the arbitration, if any, shall be shared equally by the parties, but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

Employees may represent themselves or have the Union represent them in all steps of this grievance procedure. Whenever the Union is not representing the employee, it may attend each step of the procedure, including arbitration, and state its views. Notwithstanding the foregoing, if the Union elects not to file a grievance to arbitration, the employee may do so and/or otherwise choose not to have the Union represent the employee in arbitration, in which case the cost of the arbitration shall be shared between the Town and the employee.

For just cause, any employee may be removed, dismissed, discharged, suspended, fined or reduced in rank. Within thirty (30) days of said disciplinary action, an employee may institute a grievance to the Chief of the Department.

Failure to process the grievance within the time limits established in the preceding sections presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. Failure on the part of the Town's representative to answer a grievance in the time limits established in the preceding sections will result in the grievance automatically moving to the next step in the grievance procedure.

Employees may request a meeting with the Division Commander along with a representative from the Union whenever they are given a written reprimand or have been requested to give a written explanation of an occurrence which explanation may lead to disciplinary action.

The time period specified in this article may be extended by mutual agreement of the parties involved.

#### **ARTICLE IV - SENIORITY**

##### Section 4.01

Seniority shall be defined by length of service in rank. An employee's length of service shall not be broken or reduced except by a disciplinary suspension lasting more than thirty (30) calendar days.

The Town shall provide the Union with a seniority list of all employees in the unit ranked in order of their classification and time in service.

#### **ARTICLE V- PAID HOLIDAYS**

##### Section 5.01

Employees on the payroll as of each of the twelve legal holidays listed in Section 5.02, hereof, shall be paid holiday pay for each holiday to be computed by multiplying their regular hourly rate by eight (8). The holiday pay shall be in addition to their regular pay for the time actually worked any such holiday.

##### Section 5.02

For the purpose of this Article, the following days shall be considered as legal holidays: New Year's Day, Martin Luther King Day, Washington Observance Day, Columbus Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

##### Section 5.03

Each employee is eligible to receive a compensatory day off for any six (6) of the Holidays listed in Section 5.02 instead of receiving holiday pay as set forth in Section 5.01. Such request must be made prior to the holiday and the compensatory day off shall be scheduled with the approval of the Chief of Police. Denial by the Chief of Police of a specific compensatory day off shall not be subject to the grievance procedure.

## **ARTICLE VI - FUNERAL LEAVE**

### Section 6.01

An employee, upon request, shall receive time off if a death occurs in the employee's immediate family. The employee will receive regular pay for regularly scheduled workdays of not less than three (3) days or more than five (5) days to be used to mourn and to attend funeral/memorial services. Immediate family shall be defined as spouse, parent, stepparent, child, stepchild, sibling, father-in-law or mother-in-law, grandparent, grandchild, brother-in law and sister-in-law (defined as the brother or sister of the spouse) and relatives living in the employee's immediate household.

### Section 6.02

Funeral leave with pay due to the death of a relative outside the immediate family shall be granted for one (1) day i.e. First cousin, Aunt or Uncle of Employee or Spouse.

### Section 6.03

Employees shall be entitled to funeral pay only for those days for which they are normally scheduled to work.

### Section 6.04

An employee, upon request and upon providing written verification from a Doctor, shall receive time off in accordance with Section 6.01 of Article VI, if the employee has suffered a loss of pregnancy that said employee was the parent (biological or otherwise), due to miscarriage or stillbirth.

## **ARTICLE VII - CLOTHING ALLOWANCE**

### Section 7.01

On the first pay period of each fiscal year, the Town shall pay to each employee a uniform allowance of six hundred fifty dollars (\$650.00). In addition thereto, the Town shall replace shirts and trousers, turtle neck shirts, winter jackets, summer jackets, and raincoats of standard specifications upon submission to the Police Department where there are visible indications of wear. No more than six (6) shirts (three (3) summer and three (3) winter), four (4) pants, and one (1) jacket or coat can be replaced in any fiscal year. Weight loss shall be a proper basis for replacement of uniforms. The Chief or his designee shall have the final decision on determining the condition of the clothing and/or necessity for replacement including the re-issue of cleaned and pressed items, if appropriate. New items required by the Commission or Chief during the fiscal year over and above the current clothing requirements shall be purchased and paid for by the Town.

### Section 7.02

On the first pay period for each fiscal year, the Town shall pay to each employee a uniform maintenance allowance of four hundred fifty dollars (\$450.00). New Employees shall receive a pro-rata maintenance allowance based on the number of months they work during the fiscal year.



Section 7.03

The Town shall reimburse any member for the loss or damage of clothing and/or personal property incurred in the performance of duty, provided such loss is not a result of the officer's negligence, and further provided such loss is reported to the employee's immediate supervisor during the course of the shift on which the loss takes place or immediately thereafter. Town's liability for such personal loss shall not exceed two hundred fifty dollars (\$250.00), except when off duty, the maximum of said loss shall be five hundred dollars (\$500.00).

Section 7.04

Detectives shall be entitled to an additional clothing allowance of four hundred dollars (\$400.00) per year, said clothing allowance to be paid on the first pay period of each fiscal year. Employees assigned to the Investigation Division after the beginning of the fiscal year shall be paid this clothing allowance quarterly on a pro-rated basis.

Section 7.05

On the first pay period of each fiscal year, Scuba Divers shall receive an allowance of four hundred dollars (\$400.00) per year when the Police Chief, in his sole discretion, authorizes the continued use of a Scuba Diving group. The responsibility to purchase Scuba Diving Equipment shall remain with the individual officer.

Section 7.06

Uniform turn-ins shall not be allowed during the month of June without prior authorization from the Office of the Chief of Police.

**ARTICLE VIII - RETIREMENT BOARD**

Section 8.01

The Bargaining Unit shall have one representative on the Retirement Board to be appointed by the First Selectman, which employee has been designated by the Union for such appointment for a duration of three (3) years. When such term expires or should that appointment become vacant during such term, the First Selectman shall fill such vacancy in the same manner as the original appointment.

**ARTICLE IX - INSURANCE**

Section 9.01- Health Insurance

The Town shall have the option of determining the carrier to provide these benefits and these benefits shall be substantially equivalent as a result of any change in carriers. Should the Town desire to make changes to any of the plans, it agrees to negotiate with the Union within the specified parameters with the understanding that any such new plan shall be substantially equivalent to or better than the existing plan.

The Town will provide and pay, subject to the applicable cost share, to all eligible employees and their eligible dependents the following health care coverage:

- a) Medical: Anthem Blue Cross and Blue Shield Century Preferred (Preferred

Provider Organization) or Blue Care (Health Maintenance Organization) or substantially equivalent plans.

- i. Specific provisions of the plans are provided in the booklets entitled “Town of Fairfield Century Preferred Summary Booklet” – print date 2006 and “Town of Fairfield Blue Care Summary Booklet” – print date 2006 by Anthem Blue Cross and Blue Shield.
- b) Prescription drug: Express Scripts (ESI) or substantially equivalent plan. Specific provisions of the plan are provided in the handbook entitled "Town of Fairfield-Your Prescription Drug Benefit Handbook" print date 2005 by Medco, which has since been acquired by Express Scripts.
- c) Dental: Guardian or substantially equivalent plan. Specific provisions of the plan are provided in the pamphlet entitled "Town of Fairfield.... (final draft released to Fairfield in March 2006) print date 2006 by Guardian.
- d) Vision: Anthem Vision or substantially equivalent plan. Specific provisions of the plan are provided in the booklet entitled "Town of Fairfield Vision Summary Booklet" print date 2006 by Anthem Blue Cross and Blue Shield.

Effective October 1, 2015, Medical Insurance as set forth below shall be in effect:

<b>Town of Fairfield</b>			
<b>Century Preferred Plan (In-Network Benefits Only)</b>			
<b>Plan Changes Police</b>			
<b>Benefit Description</b>	<b>Current Plan</b>	<b>Effective 1,2015</b>	<b>Oct</b>
<b>Medical Benefits - Anthem</b>	<b>Century Preferred</b>	<b>Century Preferred</b>	
Deductible (ind/fam)	\$0	\$0	
Coinsurance	0%	0%	
Out-of-Pocket Maximum <sup>(1)</sup>	\$0	\$3K/\$6K/\$9K	
Lifetime Maximum	Unlimited	Unlimited	
Office Visit Copays	\$20	\$25	

Specialist Visit Copay	\$20	\$30
Hospital Copay	\$150	\$300
Urgent Care Copay	\$50	\$75
Emergency Room Copay	\$100	\$200
Outpatient Surgery Copay	\$0	\$100
Well Child Care	\$0	\$0
Periodic, Routine Health Exam	\$0	\$0
Routine Eye Exams	\$0	\$0
Routine OB/Gyn Exam	\$0	\$0
Mammography	\$0	\$0
Hearing Screening	\$0	\$0
Outpatient MH/SA	\$20	\$30
Diagnostic Lab and X-Ray	\$0	\$0
Allergy Services (except PCP Visit)	\$0	\$0
Semi-Private Room	\$150	\$300
Inpatient MH/SA	\$150	\$300
Skilled Nursing Facility	\$150	\$300
Inpatient Rehabilitative Services	\$0	\$0
Outpatient Surgery	\$0	\$100
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$20	\$30
Durable Medical Equipment	\$0	\$0
<b>Prescription Drugs - Medco &amp; Anthem Plans</b> (2)	<b>Century Preferred</b>	<b>Century Preferred</b>

Retail Generic	\$10	\$10
Retail Brand Formulary	\$20	\$20
Retail Brand Non-Formulary	\$35	\$35
Mail Order Generic	\$20	\$20
Mail Order Brand Formulary	\$40	\$40
Mail Order Brand Non-Formulary	\$70	\$70
Rx Annual Maximum	Unlimited	Unlimited

(1) Out-of-Pocket maximum equals deductible plus coinsurance maximum

(2) assumes mandatory generic substitution and 30 day supply at retail

### Out of Network Plan Changes

Benefit Description	Current Plan	Effective 1,2015	Oct
<b>Medical Benefits - Anthem</b>	<b>Century Preferred</b>	<b>Century Preferred</b>	
Deductible (ind/fam)	\$200/\$400/\$500	\$400/\$800/\$1000	
Out-of-Pocket Maximum <sup>(1)</sup>	\$600/\$1000/\$1500	\$800/\$1600/\$2000	
Emergency Room Copay	\$100	\$200	

Prescription drug option requires mandatory mail at two times retail for maintenance drugs.

- e) Employee Contributions to Medical and Dental Premium Equivalent Costs
  - i. Effective July 1, 2022 employees shall contribute seventeen percent (17%) of the blended rate for Town premium equivalent costs.
  - ii. Effective July 1, 2023 employees shall contribute seventeen percent (17%) of the blended rate for Town premium equivalent costs.
  - iii. Effective July 1, 2024 employees shall contribute eighteen percent (18%) of the blended

rate for Town premium equivalent costs.

The term "blended rate" shall be defined as 1) the gross total Town of Fairfield Healthcare cost of active employees only, including expected claims plus administrative fees, stop loss fees and network access fees for a given year as determined by the Town's health consulting firm; 2) divided by the number of active Town employees receiving healthcare benefits from the Town-sponsored plan.

f) Health Insurance Committee

- i. The Town and the Union fully agree that the rising costs of health insurance present a significant burden on the budget of the Town of Fairfield; therefore the parties agree to the following:
- ii. The parties shall fully participate and advocate a committee comprised of all other unions representing Town employees and Town officials, which shall meet and seek to reduce and contain such costs to the Town. Subjects shall include but shall not be limited to managed care for all employees, change in carrier(s), increased co-pay for prescription drug and home and office visits, modification in deductibles for hospital and medical services.
- iii. At any time that the committee shall find a way to reduce such cost, upon a unanimous vote by the committee, the Union agrees to bring and support to its members the changes for the purpose of ratification.

Upon ratification by the membership, the Union agrees to reopen its present agreement during the term of this present contract for the sole purpose of the inclusion of such changes.

Section 9.02 – Life Insurance

- a) The Town shall provide and pay for a Forty-Five Thousand Dollar (\$45,000) Life Insurance Policy with Accidental Death and Dismemberment coverage for all employees on a 24-hour basis.
- b) All employees shall be given the option of being covered by the Contributory Life and Accidental Death & Dismemberment Insurance Plan as outlined in the Prudential Company Booklet dated 3/84 on a 24 hour basis.

Section 9.03 - Insurance for Retirees

- a) Employees with at least Twenty-Five (25) years of service including Credit for Military Service, who retire under the Normal or Disability (work or non-work related) provisions of the Police & Fire Retirement Plan and their enrolled dependents at the time of their retirement or their natural born children thereafter shall be entitled to Town Health Insurance Coverage as listed in Section 9.01. Except as otherwise provided for below, employees entitled to the retiree medical insurance benefits under this section shall continue to receive in retirement the same medical insurance benefits they received as an active employee, with the understanding that if the active employees switch to a new plan which is substantially equivalent to or better than the plan the employee retired under,

the retiree will be switched to the new plan. All future retirees, following March 18, 2013, and who are eligible for post-employment medical benefits, shall receive benefits under the same plan terms as offered to active employees as those benefits may change from time to time for active employees. Such coverage shall change to the Medicare Carve Out Plan at age 65, in accordance with current practice. Employees who retire with less than 25 years of service with the exception of disability retirees shall not be entitled to any insurance benefits as listed in Section 9.01A.

b) Employees who retire with Twenty-Five (25) years of service but who are less than fifty-one (51) years of age, shall upon attaining the age of fifty-one (51) be entitled to the benefits listed in Section 9.01a.

c) Employees eligible for Social Security Medicare Benefits shall be required to participate in the Medicare Part A and B Plans upon attaining eligibility.

d) Effective October 1, 1993, employees retiring in accordance with the normal or disability provisions of the Police and Fire Retirement Plan, and their eligible enrolled dependents, shall continue to be covered for health insurance coverages set forth in Section 9.01A above. Such coverages shall be reduced to a Medicare Carve-Out for those covered upon reaching the age of 65. The cost of Medicare, if any, shall be borne by the retiree.

e) The Town shall provide to all employees who retire subsequent to January 1, 2000, a Life Insurance Policy in the amount of Fifteen Thousand Dollars (\$15,000.00). The Town shall pay all premiums for the policy.

#### Section 9.04 Post Employment Health Plan-Establishment of OPEB Trust

a) The Town shall maintain a post-retirement health insurance trust fund and plan in conformance with the Government Accounting Standard Board Principle # 45. The town shall obtain an actuarial analysis biennially, which shall determine both overall pension and post-retirement health benefit liabilities for the members and retirees eligible for Police and Fire Retirement plans. So long as Police and Fire Retirement Pension fund assets remain at least 120% above the actuarial level of funding required for all such pension liabilities, the actuarial analysis shall also determine whether employee contributions for each subsequent fiscal year are necessary to keep plan assets at or above such a 120% level of funding. In any fiscal year that actuarial projections demonstrate that a 120% or above over-funded basis will remain even if reduced police member contributions are made to such pension plan at a level less than the contractually required 4.5% contribution of salary, such police member contributions shall only be made to the pension plan from payroll for that portion of the fiscal year required for such contributions to sustain the 120% over-funded basis. For any such year, the balance of such member's 4.5% payroll deductions for such fiscal years shall be deposited directly into the town's post-retirement health insurance trust fund. Should the amount of pay required to be contributed to the pension plan within this agreement change by mutual consent, the terms above shall reflect any such new percent.

b) Effective July 1, 2008, all covered employee members of the unit shall commence to contribute .5% of member's basic annual salary including longevity pay to the newly created post-retirement health trust fund and 4.5% to the existing pension fund. Effective July 1, 2009, for all covered employees, such contributions shall increase to 5.5% of basic annual salary

including longevity pay. Effective June 30, 2010, for all covered employees, such contributions shall increase to 6% of basic annual salary including longevity pay. Effective July 1, 2008, the town will contribute at least 2% of all member salaries per annum to the post-retirement health insurance trust fund. Effective July 1, 2009, the town's contribution shall increase to at least 4% of such payroll. Effective at the close of business June 30, 2010, the town's contribution shall increase to at least 6% of such pay.

Employees who have become eligible for maximum pension benefits and contribute two and one half (2 1/2%) percent of salary to the pension plan shall continue to contribute that amount to either the retiree pension plan or the post-retirement health plan based on the above calculations. They shall also make the following contributions to the post-retirement health plan: effective July 1, 2008 they shall contribute one half (1/2%) percent; effective July 1, 2009 they contribute one (1%) percent; and June 30, 2010 they shall contribute one and one half (1.5%) percent. As a result at the end of this contract, the contribution for an employee eligible for maximum pension benefits shall be four (4%) percent.

c) The Town shall create mutually acceptable governing language for the post-retirement health insurance trust fund, with union approval, by December 31, 2007. If the parties do not accomplish a final plan on or before December 31, 2007, the provisions in sections A and B above shall not commence until such time a trust fund is created.

d) Only active members of the bargaining unit will be required to make contributions to the post-retirement health insurance trust fund as specified above. The parties agree that at least .05% of their combined contributions for the previous fiscal year shall remain in the post-retirement health insurance trust at all times. The parties agree that for such time as the post-retirement health insurance trust fund remains in effect, with contributions being made by members and the town, the matter of current retiree benefits and obligations shall not be revisited in future contract negotiations unless both the Town and the Union agree to reopen this subject.

e) Employee Contributions for Post-Employment Medical Benefits

- i. Employees hired on or before March 18, 2013 shall continue to contribute one and one-half percent (1½%) of their salary plus longevity to the OPEB Trust Account each year.

Upon ratification of the July 1, 2013 Agreement, employees shall pay two and one-half percent (2½%) of their salary plus longevity to the OPEB Trust account each year. Effective July 1, 2016 employees shall pay three and one-quarter percent (3¼%).

- ii. Employees hired following March 18, 2013 shall pay the same contributions toward premium equivalent costs for all post-employment medical benefits provided by the Town, at the same percentage (or other) rate as active employees contribute to their medical benefits, as such amounts may change from time to time. Such employees also shall contribute one and one-half percent (1½%) of their salary plus longevity to the OPEB Trust Account each year.

Upon ratification of the July 1, 2013 Agreement, employees shall pay two and one-half percent (2½%) of their salary plus longevity to the OPEB Trust account each year. Effective July 1, 2016 employees shall pay three and one-quarter percent (3¼%).

f) Definition of Dependents

- i. Effective and retroactive to July 1, 2013, only dependents at the time of retirement and retiree's natural born children thereafter shall be eligible for retiree health.

**ARTICLE X- LEAVE OF ABSENCE WITHOUT PAY**

Section 10.01

An employee requesting a leave of absence without pay may be granted same at the discretion of the Human Resources Director upon reasonable cause being shown; however, no leave of absence shall be granted to an employee seeking employment outside of the Fairfield Police Department. Such leave shall not exceed ninety (90) days on completion of ten years of service; sixty (60) days on completion of eight years of service; and thirty (30) days on completion of five years of service. Department members will not be eligible for more than two emergency leaves, or exceed a total of 150 days leave of absence, without pay, within a 25-year period. Further, no more than two department members will be granted a leave of absence in the same period. During such leave of absence in excess of four weeks, health insurance benefits for the employee will remain in effect if the employee pays for such coverage based upon group rates. During such absences less than four weeks, health benefits for the employee will remain in effect, subject to co-shares. Life insurance benefits will remain in effect for the duration of the leave. Upon expiration of an approved leave of absence, the employee shall be reinstated in the position held at the time of such leave. Seniority will continue to accumulate for the duration of the leave. Employees on a leave of absence will forfeit one-twelfth (1/12) (rounded off to the nearest full day) of the vacation leave otherwise due them for each full month of absence. Such forfeiture shall take place in the fiscal year following such leave of absence without pay. Failure to report to duty at the termination of said leave of absence will be considered job abandonment and may be grounds for dismissal or other disciplinary action.

On completion of a leave of absence of thirty (30) days or more, the officer shall be required to present a doctor's report of physical examination, which physical examination will be paid for by the Officer.

Section 10.02

Officers returning from a leave of absence will forfeit their seniority insofar as it affects selection of vacation dates, in accordance with Article IV, for the balance of the fiscal year, so that officers who have worked the full fiscal year can complete their vacation schedule.

If, due to emergency leave, and loss of seniority privileges in the scheduling of vacation dates, an officer is unable to use up vacation time allotted within that given fiscal year, such vacation time will be paid pursuant to Article XII.



**ARTICLE XI- GRIEVANCE REPRESENTATION**

Section 11.01

The Town shall grant a leave from duty with full pay for one member of the Union grievance committee in step one of the grievance procedure as hereinabove set forth, and the Town shall grant leave from duty with full pay for two members of the Union grievance committee for each succeeding step of the grievance procedure. Such leave shall be granted whenever meetings between the Town and the Union as set forth in the grievance procedure take place at a time during which such employees are scheduled to be on duty.

**ARTICLE XII - VACATIONS**

Section 12.01

Vacation shall be granted to employees who have or will have completed continuous service by June 30<sup>th</sup> of the current FY in accordance with the following schedule:

<u>Continuous Service</u>	<u># of Days' Vacation</u>
6 Mos. But Less than 1 Year	7
1 Year But Less Than 10 Years	14
10 Years But Less Than 20 Years	21
20 Years or More	28

*Lateral police officers shall be entitled to vacation upon completion of field training.*

Section 12.02

Vacation shall be selected by seniority in accordance with Article IV. Employees may select any number of vacation days however a minimum of four (4) vacation days in a continuous period of time off (inclusive of regular days off) must be taken in order to exercise seniority rights under this section. Vacations must also be submitted by midnight on the 20<sup>th</sup> of the preceding month in which such vacation is requested in order to exercise seniority rights. Vacation requests after the 20<sup>th</sup> of the month will be processed on a first come first serve basis and seniority will prevail regardless of how many days are requested. Further, seniority consideration for May and June vacation requests must be submitted in accordance with this section by midnight on April 20<sup>th</sup> of the same fiscal year.

Section 12.03

The Chief of Police shall have the right to limit the number of employees who may be off duty on vacation on any one shift.

Section 12.04

Spouses, if any, or Estates shall receive payment for any unused vacation time of an employee who dies while actively employed.

Section 12.05

No employee shall be required to return to duty for the purpose of inspection when such employee is on vacation.

#### Section 12.06

Vacations must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacation will be permitted up to a maximum of ten (10) days, except when unavoidable circumstances due to sickness, injury leave, or other approved leave, an employee is unable to take the vacation during such fiscal year. Employees who are not able to take vacation because of said reasons, shall be paid at the rate of one (1) day of pay computed by multiplying their regular hourly rate by eight (8) hours times the number of days' vacation entitlement which they were unable to use because of such reasons.

### **ARTICLE XIII - ACTING SUPERVISORS**

Whenever Employees are required to work in a classification higher than their regular classification, they shall receive the pay rate of the lowest step in the salary range of the higher classification.

It is understood that any officer serving under an officer who is receiving acting officer's pay pursuant to this Article shall not also be entitled to extra compensation pursuant to this Article.

Appointments shall be from the latest promotional list in the order of standing on said list. If the list has expired, the promotional list will continue to be used as a means of determining Acting Supervisors exclusive of recall personnel and those on over-lapping patrols and swapping of shifts.

### **ARTICLE XIV - PROMOTIONS**

#### Section 14.01

Promotional examinations shall be held for all eligible employees as described in the Police Manual at the discretion of the Board of Police Commissioners to establish promotional lists. The Promotional list shall remain in existence for at least six (6) months but shall not exceed more than one year.

#### Section 14.02

It is the intent and in the best interest of the Town of Fairfield and its expanding Police Department that all promotions to fill vacancies or newly created Police positions in the Police Department shall be made to meet the needs as soon as practicable from the existing promotional list or lists to be established in accordance with this Article.

#### Section 14.03

A vacancy shall be deemed to exist upon the retirement, discharge, quit, demotion or death of an officer, unless the Board of Police Commissioners within ninety (90) days of the vacancy declares that said position will be abolished and remain vacated and that a vacancy does not, therefore exist. During the ninety (90) day period, any existing promotional list shall be frozen and shall not lapse or expire. If, within two (2) years of the date of any such abolishment, the Commission shall create a new position of equivalent rank in the department, any promotional list in existence as of the date of the original abolishment shall be deemed reinstated for purposes of appointment to the position newly created.

#### Section 14.04

Any employee, upon application to the Chief, may inspect the average mark in each category of his own service or merit ratings, as shown on the merit ratings form agreed upon by both parties. (See Appendix D) In the event that an employee challenges the merit rating assigned to him, the rating Officer shall be required to submit to the Chief a written explanation of the disputed rating. Challenged ratings shall be subject to review by the Chief. The Chief's decision concerning the correctness of the disputed rating shall be binding and not subject to the Grievance Procedure.

#### Section 14.05

Rankings on the promotional list shall be arrived at by according one hundred percent (100%) of the weight to the results of testing procedures.

#### Section 14.06

Promotions to the Detective Division and Youth Division shall be made in accordance with testing procedures as outlined in Section 14.05 of this Article. Promotional lists under this Section shall remain in existence for at least six (6) months but shall not exceed more than one (1) year. Employees shall at the time of application for promotion to Detective have at least four (4) years of service in the rank of Patrolman. Temporary assignments under this Section shall be allowed but are not in lieu of, or in substitution of, a permanent position. Assignments made prior to the signing of this Agreement shall not be affected by this Section.

### **ARTICLE XV – POLITICAL ACTIVITIES**

It is to the benefit of the Town to build a competent staff of employees that will give efficient service to the Town at all times, regardless of changes in the administration. In the interest of achieving this objective, no employee covered by this agreement may participate actively in any political party in any capacity whatsoever.

### **ARTICLE XVI - INJURY LEAVE**

Employees who are injured or disabled in the performance of their duties or who are disabled as a result of heart disease or hypertension, shall be entitled to occupational disability leave with full pay from the date of injury or disability until such time as they are able to return to any duty or reach a point at which it is determined by a physician agreed upon by both parties that said employees will not be able to return to work. The examining physician's services shall be paid by the Town. Said employees shall be retired at an annual disability pension of sixty-six and two-third percent (66 2/3%) of the pay they are receiving at the time of their retirement. In order to be entitled to injury leave, such employees must report such injury or disability to their superior officer as soon as they become aware that such injury or disability was suffered in the line of duty, and further provided that they report the same within one (1) year of the date of injury or disability, and further provided that they establish through proper evidence and/or witnesses that such injury or disability was suffered in the performance of their duty.

## **ARTICLE XVII WAGES**

### Section 17.01

The wage rates and effective dates for employees covered by this Agreement are set forth in the Wage Appendices attached to this Agreement.

- a) Wage rates shall increase by two and three quarter percent (2.75%) effective July 1, 2022.
- b) Wage rates shall increase by two and three quarter percent (2.75%) effective July 1, 2023.
- c) Wage rates shall increase by two and three quarter percent (2.75%) effective July 1, 2024.

### Section 17.02

Employees will receive a longevity step of one thousand dollars (\$1,000.00) which shall be added to the base pay of each employee with ten (10) years of service, and an additional longevity step of one thousand two hundred dollars (\$1,200.00) shall be added to the base pay of each employee with fifteen (15) years of service and an additional longevity step of one thousand four hundred dollars (\$1,400.00) shall be added to the base pay of each employee with twenty (20) years or more of service. The longevity shall be paid on a prorata basis over the fiscal year.

### Section 17.03

Employees shall be paid on a weekly basis. All holidays and overtime pay due an employee shall be given to said employee within fifteen (15) calendar days of the date on which the services were performed.

## **ARTICLE XVIII - OFF-DUTY ASSIGNMENTS**

### Section 18.01

Employees when employed on an off-duty police assignment and the Town of Fairfield is reimbursed by the person or organization requiring such off-duty assignment the employee will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate with a minimum of four (4) hours' pay except for the Town and the Board of Education of Fairfield and specified others who will remain at a three (3) hours minimum from Monday until Friday evening. Employees working any off-duty police assignments for any entity, other than the Town and the Board of Education, that extends beyond the four (4) hour minimum, will additionally be paid in two (2) hour minimum blocks thereafter. When an assignment requires more than three (3) but less than nine (9) officers, one such officer shall be placed in charge of the detail and said officer shall receive \$1.00 per hour more than his existing rate for that assignment. If the detail requires nine (9) but less than seventeen (17) officers a second officer will be placed in charge and said officer will receive \$2.00 per hour more than his existing rate for that assignment and so forth for each additional group of eight (8) officers or less so assigned. (subject to language being worked out in a side agreement)

Section 18.02

If there is more than one regular officer on the job, the determination of the officer or officers in charge shall be in accordance with the seniority provisions of Article IV.

Section 18.03

Outside job procedures are included in the Fairfield Police Department Policy and Procedure Manual - Section 0-2.

Section 18.04

The Union shall have the first right of refusal to any and all outside jobs. Captains will be allowed to work one outside job as part of the rotation and shall only be eligible to work any other outside jobs after all eligible Union members have been offered and refused the opportunity going off the weekly availability list.

Captains shall be permitted to place their names on the availability list kept at the "Front Desk" after all Union members have been given the opportunity to place their names on the list during the Thursday morning sign up process.

**ARTICLE XIX- OVERTIME PAYMENT**

Section 19.01

Employees shall receive overtime pay for all hours worked in excess of eight (8) hours per day or when they work on their normally scheduled day off. The overtime rate shall be one and one-half (1 1/2) times the Employee's hourly rate. Employees shall receive one and one-half (1 1/2) times their regular hourly rate for all time spent in Superior Court when properly subpoenaed to appear in Court in a criminal matter and in their official capacity, less the reimbursement by the State of Connecticut.

Employees will receive one and one-half (1 1/2) times their regular hourly rate when called or ordered to duty for any purpose on a regularly scheduled day off, including recall for inspection and training. The minimum call back shall be four (4) hours. This minimum four (4) hours does not apply to hours worked before or after a regularly scheduled workday provided the hours are continuous.

Section 19.02

Employees shall have the discretion to choose either overtime pay or compensatory time off under the terms of this Article. In compliance with C.G.S. 7-460c, compensatory time off shall be computed by multiplying one and one-half (1.5) times the total hours worked with maximum accrual of three hundred (300) hours. Any employee who upon the signing of this contract shall have until June 30, 2010 to use his/her compensatory hours above three hundred (300). On July 1, 2010, officers will be paid for any compensatory hours above three hundred (300) that were not used by June 30, 2010. Officers who have accrued compensatory hours above three hundred (300) as of the signing of this contract shall not accrue any additional compensatory time until their accrual drops below three hundred (300).

The spouses, if any, or Estate of the employee shall receive payment for any unused, accrued compensatory time upon the death of an active employee.

**ARTICLE XX - FILL-IN ASSIGNMENTS**

Fill-in assignments shall be made at the discretion of the Chief.

**ARTICLE XXI - SICK LEAVE**

Section 21.01

Except as otherwise provided below, in each fiscal year employees shall be entitled to absence due to sick leave according to the following schedule:

If more than 3 months and less than 1 year	1 working day per month of service not to exceed 8 days
If more than 1 year and less than 5 years	8 working days
If more than 5 years and less than 10 years	15 working days
If more than 10 years	20 working days

Section 21.02

If any employees are absent because of non-occupational disability and during their absence, while still drawing disability benefits, pass an anniversary date which would entitle them to increased duration of benefits, such increase will apply to their current absence.

Section 21.03

At the end of each fiscal year, unused sick leave may be accumulated up to five (5) unused sick leave days per year, however, employees shall not accumulate more than eighty (80) unused sick leave days during their employment, and there shall not be any additional pay for unused sick leave at the time of retirement or termination. Beginning with the 2013-2014 year, employees may accumulate up to ten (10) unused sick leave days per year, however, employees shall not accumulate more than one hundred twenty (120) unused sick leave days during their employment, and there shall not be any additional pay for unused sick leave at the time of retirement or termination. The Town's fiscal year will be used to re-establish eligibility for disability benefits.

Section 21.04

Payment of disability benefits is dependent upon the employee producing evidence of disability satisfactory to the Chief.

Section 21.05

a) Any sickness or non-duty injury which prevents and employee from reporting for duty

and is non-physician treated will be classified as an "intermittent sick" leave day. Whenever officers report off duty sick for one or two days, they must submit a physician's note within two (2) weeks of their return to work or the sick days will be forever more considered intermittent sick days.

b) Eight "intermittent sick" days in any one fiscal year, may, at the discretion of the Chief, disqualify an employee from doing any off-duty employment and/or outside assignments for the remainder of said fiscal year.

c) Any accumulation of eight or more "intermittent sick " days in any one fiscal year may at the discretion of the Chief, disqualify an employee from becoming a part of any shift swap or vacation swap for the remainder of said fiscal year.

d) "Intermittent sick" leave is not to be reported less than one (1) hours nor more than twelve (12) hours before scheduled tour of duty.

## **ARTICLE XXII - EMERGENCY LEAVE**

### Section 22.01

Eligible employees in the bargaining unit shall be granted emergency leave by the Chief, or if the Chief is not available, by the next Supervisor in the chain of command. Upon return to duty, the employees shall present evidence of the urgency of such leave to the Chief. The Chief will make a determination of the need for such leave and should the Chief determine that such leave did not constitute an emergency, the employees to whom the leave was granted will forfeit compensatory time due or vacation time due those employees equal to the time used for such emergency leave. If they have neither compensatory nor vacation time due, they shall be subject to loss of pay, or be given a "make up" time assignment equal to the time used. Eligible employees are those who are on duty or who are about to immediately report for duty. The term "emergency leave" shall include but shall not be limited to sickness, accident, or maternity leave in their immediate household but shall not preclude other reasonable causes. Nothing in this article shall be construed to preclude a commanding officer to grant employees the right to temporarily leave their position if such an emergency arises while the employees are on duty.

### Section 22.02 - Maternity Leave

a) Notification. A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her regular duty assignments. The Town will make reasonable accommodations to provide light duty work when appropriate in the opinion of the employee's physician and if available.

b) Maternity Leave. Upon request of the employee and supported by her physician's certification of the employee's inability to continue to work, the employee shall be granted maternity leave. Accumulated sick leave and other accrued leave such as vacation may be

used as maternity leave.

An employee who remains unable to resume her duties for a period of six (6) weeks past the date of delivery shall present a physician's certificate of inability to return to duty due to disability or the need for continued child care. If the continued disability or childcare is not proven, then the leave taken past the six-week period shall be deemed Leave of Absence without pay. If the disability or need for continued childcare is proven, the sick leave or other accrued leave, if any, may be used as extended maternity leave.

A Leave of Absence without pay beyond any accumulated leaves shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, or the need for continued child care, provided a request is made to the Director of Human Resources. The commencement and termination dates of the leaves provided above shall be mutually agreed upon between the employee and the Director of Human Resources, provided, however, that the unpaid leaves of absence shall not exceed ninety (90) days. It is understood that the aforementioned Leaves of Absence, whether paid or unpaid, shall be included for purposes of complying with the Family and Medical Leave Act of 1993 or any state or federal law superseding said Act.

The employee shall provide a two (2) week notice of her intention to return to duty and shall submit a satisfactory medical report from her physician stating that the employee is able to resume her normal duties.

### **ARTICLE XXIII-LEAVES OF ABSENCE**

#### Section 23.01 - SWAP Leave with Substitution

With the approval of the Chief, employees shall be granted a personal leave with pay for any day or days on which the employees are able to secure another employee of equal rank to work in their place provided:

- a) Such substitution does not impose any additional cost to the Town and,
- b) The immediate superior officer of the employees seeking leave is notified in writing not less than one (1) day prior to its effective date and,
- c) The substitute Employees shall, not less than one (1) day prior to the effective date, verify their willingness to act as a substitute for that purpose. The Employee substituting for the off-duty Employee as described in this article will be held responsible.

#### Section 23.02 - Personal Leave

Each employee shall receive three (3) paid days of personal leave per year. These personal days may be used for the purposes of private and/or emergency business, which may arise in the life of the employee. Such private and/or emergency business shall include but not be limited to or connected with family sickness, accident, maternity or other unforeseen situations. One patrol officer and one supervisor, per shift, may be excused from duty on personal leave.



## **ARTICLE XXIV- UNION BUSINESS LEAVE**

### Section 24.01

Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all joint meetings between the Town and the Union concerning negotiations of the terms of a contract, when such meeting takes place at a time during which such members are scheduled to be on duty. The Negotiating Committee shall give reasonable notice of such meetings to the Department.

### Section 24.02

The members of the Union Executive Board or any steward of the Union shall not be impeded or prevented from performing the duties of the office in the conduct of the business of the Union during his regular working hours so long as such activity does not interfere with their normal and customary duties and responsibilities to the department.

### Section 24.03

The Town shall grant leave from duty with full pay for the Union representative to the Pension Board when such meetings of the Pension Board are called at the time when the representative is scheduled to work.

### Section 24.04

The Union shall be allotted ten (10) working days with pay per fiscal year for seminars, conventions and other Union business meetings.

## **ARTICLE XXV - OUTSIDE EMPLOYMENT**

### Section 25.01

The Town hereby gives permission to the employees in the bargaining unit to obtain part-time employment, other than police work, subject to the following qualifications:

- a) Employees shall submit to the Town, in writing, a statement as to the;
  - i. Nature of employment (whether remuneration is paid or not).
  - ii. Average work hours per week.
  - iii. Telephone number for emergency response.
  - iv. Name of employer.

The employees shall re-submit said statements if there is any change in the above information and in any event shall re-submit said statements annually.

- b) No employees shall accept employment that is in conflict with their position as police

officers. No employees shall work such hours per week or engage in such physical employment that will hinder their performance of their position in the Department. No employees herein shall operate a business that employs on steady basis other employees.

c) An employee shall notify the Town as to any injuries received in said "outside" employment in writing.

d) The conditions above set forth shall be the only criteria concerning the right to outside employment.

## **ARTICLE XXVI - PENSION CHANGES**

### Section 26.01

The retirement and survivor benefits provided for in Article III.E3 of the Charter of the Town of Fairfield shall be continued, except that said benefits shall be and are improved as follows:

### Section 26.02

Any member of the retirement system who has been employed as a regular police officer for at least twenty (20) years of service as a member of the Police Department shall be eligible for retirement for superannuate on under provisions thereof.

### Section 26.03

Except as otherwise provided below in Section 11 for employees hired following March 18, 2013, any employees who are retired for superannuation or for disability shall receive an annual pension, payable monthly, equal to two percent (2%) of their basic annual salary, including their annual longevity pay which they are receiving or to which they are entitled at the time of their retirement for each year of service which they have with the Town up to ten (10) years, two and one-half percent (2 1/2%) for each year of service which they have with the Town from eleven (11) years through twenty (20) years, three percent (3%) for each year of service which they have with the Town from twenty-one (21) years through twenty-five (25) years and four percent (4%) for each year of service which they have with the Town from twenty-six (26) years through thirty (30) years to a maximum of eighty percent (80%) of such annual salary including longevity pay, provided that no pension payable to account of permanent disability sustained during the performance of their duties pertaining to employment by the Town shall be less than sixty-six and two-thirds percent (66 2/3%) of such salary, including longevity steps.

### Section 26.04

The rate of contributions shall be determined by the Retirement Board from time to time through negotiations by the parties but until otherwise changed, shall be four and three-quarter percent (4¾%) of their basic salary including longevity pay. Effective July 1, 2018 employee contributions shall be five percent (5.00%) of their basic salary including longevity pay. Effective July 1, 2019 employee contributions shall be five and one-quarter percent (5.25%) of their basic salary including longevity pay. Effective July 1, 2020 employee contributions shall be five and one-half percent (5.50%) of their basic salary including longevity pay. An automatic cost-of-living adjustment feature, regulated by a change in the US Consumer Price Index has been

made effective as of the monthly pension benefit check of July 1972. On July 1<sup>st</sup> of the even numbered years, monthly benefit checks for each retiree and each survivor will be increased by the percentage amount the Consumer Price Index (C.P.I.- U 1967= 100) increased during the two-year period immediately preceding March 31 of the even numbered years. Except as otherwise provided below in Section 26.11 for employees hired following March 18, 2013, this increase shall not exceed 3% in each year during the two (2) year calculation period. The initial calculation for a new retiree shall be based on the date of retirement and pro-rated to the following March 31 of the calculation period. Any employee retiring with less than twenty-five (25) years of service with the exception of a disability retiree shall not be entitled to an adjustment in accordance with this section. Any member retiring with at least twenty-five (25) years of service but who is less than fifty-one (51) years of age at the time of retirement shall be entitled to adjustments called for in this section from and after the time he attains the age of fifty- one (51) years.

Any employee who becomes eligible for a maximum percentage benefit based on service (excluding any Military Service Credit Time purchased) shall have a rate of contributions equal to two and one-half percent (2 1/2%) of their basic salary including longevity pay.

#### Section 26.05

Any employee eligible under the terms of the Pension Plan who becomes permanently and totally disabled by causes not job related and who has had at least five (5) years of continuous service will be entitled to pension benefits computed in the same manner as the normal retirement benefit, which is based on years of service and basic annual salary.

#### Section 26.06

For those who retire under the terms of the Pension Plan after July 1, 1973 and who subsequently die, a benefit equal to seventy-five percent (75%) of the amount the deceased pensioner was receiving at the time of death will be paid to their spouse until their death or remarriage and then to the children until the youngest child reaches eighteen (18).

#### Section 26.07

The spouse or dependent children of employees who were eligible for retirement by reason of age and length of service who die due to non-service connected causes, shall receive a pension payment equal to seventy-five percent (75%) of the compensation the employees would have received if they had retired the day before their death.

#### Section 26.08

If a member or pensioner shall die at the time when a valid designation of beneficiary is not on file with the Retirement Board, the Board shall pay amounts otherwise due to the estate. If there is no surviving spouse to receive any death benefits payable under these rules, the dependent child or children of the deceased member shall receive the death benefit otherwise payable to the surviving spouse. The term dependent child or children shall mean any unmarried child under the age of eighteen (18), or over said age if physically or mentally incapacitated from engaging in gainful employment. Any death benefit payable to a physically or mentally incapacitated child shall exclude from such death benefit the amount of any Social Security benefits that the child may be receiving, if any.

#### Section 26.09 - Military Buy-Back

Existing members of the Fairfield Police Department shall have the right to purchase military service time equal to the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by paying for such service time at a rate equal to five percent (5%) of such employee's annual salary as of the date of hire. Said election shall be made by existing members of the Department and shall be fully paid for by such member of the Department on or before June 30, 1990. Members hired subsequent to the date of this contract shall indicate their election to purchase such Military Time on or before the second anniversary date of their hire and must complete the payment for such credit on or before the tenth (10<sup>th</sup>) anniversary date of their hire. Any military service credit time purchased shall add two percent (2%) per year of such military service time to each employee's retirement benefits only after such employee has served at least twenty (20) years with the Fairfield Police Department and shall not reduce the requirement of minimum service set forth in Section 1 above.

If such military time, when added to current Town service time, exceeds twenty-five (25) years, each year over twenty-five (25) and up to thirty (30) years will be calculated at six percent (6%).

#### Section 26.10 -Vesting Pension

Employees terminating their employment with the Town after completion of ten (10) years of service as a full-time employee shall be entitled to an annual vested pension computed at the rate of two percent (2%) of their Final Earnings, multiplied by their years of Credited Service. Such employees shall be eligible to begin receiving the above benefit in monthly installments on the first of the month following either the 25th anniversary of their date of hire or their 51st birthday, whichever is earlier.

#### Section 26.11 - Pension Benefit Terms For Employees Hired Following March 18, 2013

For employees hired following March 18, 2013, the maximum pension they shall be eligible to receive shall be seventy percent (70%) of their basic annual salary including longevity pay (versus the eighty percent (80%) maximum applicable to previously hired employees) and the maximum COLA increase shall be two percent (2%) (versus the current three percent (3%) for previously hired employees) but all other terms of the current Defined Benefit Plan, including employee contribution of base salary plus longevity, shall apply.

For employees hired following March 18, 2013, such employees who are retired for superannuation or for disability shall receive an annual pension, payable monthly, equal to two percent (2%) of their basic annual salary, including their annual longevity pay which they are receiving or to which they are entitled at the time of their retirement for each year of service which they have with the Town up to fifteen (15) years, two and one-half percent (2 1/2%) for each year of service which they have with the Town from sixteen (16) years through twenty-five (25) years and three percent (3%) for each year of service they have with the Town from twenty-six (26) years through thirty (30) years to a maximum of seventy percent (70%) of such annual salary including longevity pay, provided that no pension payable on account of permanent disability sustained during the performance of their duties pertaining to employment by the Town shall be less than sixty-six and two-thirds percent (66 2/3%) of such

salary, including longevity pay.

## **ARTICLE XXVII - PRIOR PRACTICE**

### Section 27.01

Nothing in this Agreement shall be construed as abridging any rights, benefits, or privileges that employees of the Town have enjoyed heretofore, unless such practice has been superseded by a provision of this Agreement.

## **ARTICLE XXVIII - MANAGEMENT RIGHTS**

### Section 28.01

All rights, prerogatives, rules or regulations not specifically modified by this Agreement are reserved to the Town.

## **ARTICLE XXIX -WORK SCHEDULE**

### Section 29.01

Except as otherwise provided in this Agreement, the patrol division shall pick their shifts by seniority every three (3) months. The shift assignments will commence on January 1, April 1, July 1, and October 1. The patrol division shall consist of four (4) shifts which will be a Day Shift (8-4 or 7-3), Evening Shift (4-12 or 3-11), a Midnight Shift (12-8 or 11-7), and a Relief Shift (8-4 or 4-12). The Relief Shift schedule will be as follows: Work two (2) days (8-4 or 7-3) followed by two (2) evenings (4-12 or 3-11) followed by two (2) days off duty and then repeating the cycle.

### Section 29.02

The work schedule for the patrol of the Fairfield Police Department shall be as follows: Four (4) consecutive days of work followed by two (2) consecutive days off. The two (2) consecutive days off will regress one day per week except otherwise provided in this Agreement. The last four (4) junior officers shall rotate as needed for a period not to exceed one (1) year after receipt of state certification or eighteen (18) months from date of hire whichever comes last. It is understood that such rotation shall not negatively impact senior officers who have bid on a particular shift and further understood that not more than one (1) junior officer may be assigned to each of the four (4) patrol shifts. Such officer once assigned to a particular shift will work that shift for a four (4) day period between regularly scheduled days off before being subject to assignment on some other shift. The Chief may order that the work schedule for the patrol of the Fairfield Police Department shall be as follows: Four (4) consecutive days of work followed by two (2) consecutive days off. The two (2) consecutive days off will regress one day per week except otherwise provided in this Agreement. The last four (4) junior officers shall rotate as needed for a period not to exceed one (1) year after receipt of state certification or eighteen (18) months from date of hire whichever comes last. It is understood that such rotation shall not negatively impact senior officers who have bid on a particular shift and further understood that not more than one (1) junior officer may be assigned to each of the four (4) patrol shifts. Such officer once assigned to a particular shift will work that shift for a four (4) day period between regularly scheduled days off before being subject to

assignment on some other shift. The Chief may order members of the Police Department to attend the above training session four (4) hours before reporting to duty or four (4) hours after completion of their tour of duty. At no time shall the administration order employees to attend the above training sessions on their day off. As of November 1, 1988, all time spent in training sessions shall be compensated at the standard time and one-half rate.

Section 29.03

Notwithstanding any other language of this Agreement, those of all ranks assigned to the Detective, Administration, and Traffic divisions shall work schedules designed to avoid what the Chief determines to be excess manpower on Sunday. The scheduling to accomplish this goal shall be agreed upon by the Chief and the Union.

Section 29.04

If bidding for work assignments results in an inability of the Town to comply with the four on/two off schedule, such adjustments as are necessary will be made.

**ARTICLE XXX - REIMBURSEMENT FOR COLLEGE TUITION**

Section 30.01

An employee shall notify the Town upon enrolling in an accredited college program leading to a degree in Police Science or Police Administration. The Town shall pay to such college the full tuition of such college credits as may be prescribed by the college (whether taken at the college or at any other accredited college) in the pursuit of said aforementioned degrees, upon the employee presenting to the Town a non-interest bearing promissory note payable in two (2) equal installments. The Town will abate the annual payments of said promissory note when due and owing if the employee is then a full time officer of the Town, provided such course was satisfactorily completed. This paragraph shall not apply to probationary employees. If an employee dies or becomes disabled, said note shall be abated by the Town. No employee shall receive reimbursement of tuition for courses taken beyond a bachelor's degree in Police Science or Police Administration.

**ARTICLE XXXI - COLLEGE INCENTIVE PAY**

Section 31.01

In addition to their annual base pay, those employees who have satisfactorily completed the following course credits or hold a Bachelor's Degree from an accredited college shall receive the following sums in addition to their annual base pay:

<u>Credits Completed</u>	<u>Amount Payable</u>
30	\$150.00
60	\$400.00
90	\$700.00
Degree	\$1,250.00

These amounts of college incentive pay shall not be used in the computation of any holiday pay, or effect the daily or hourly rate of such employee and shall not be used in any manner in the computation of pensions or other fringe benefits. The college incentive pay shall be

paid biannually on the first pay period of December and the last pay period of the fiscal year. Probationary Employees shall not be entitled to the aforesaid college incentive pay during their first six months of employment.

## **ARTICLE XXXII –SHIFT DIFFERENTIAL**

### Section 32.01

Employees assigned to the 3-11 or 4-12 shift shall have their shift differential calculated by multiplying 5.9% times the salary established for a first step Police Officer. Employees assigned to the midnight to eight (12-8) or eleven to seven (11-7) shift shall have added to their salary an amount equal to 7.9% times the salary for a first step Police Officer. The shift differential shall not be used in any manner in the computation of pension or other fringe benefits. The shift differential shall be paid bi-annually on the first pay period of December and the first pay period of July. Employees who are assigned to and work at least thirty (30) days of 3-11, 4-12, or relief shifts in a six (6) month period shall be entitled to one-half (1/2) of the shift differential for such shift. Employees who are assigned to and work at least thirty (30) days of 11-7 or 12-8 shifts in a six (6) month period shall be entitled to one-half (1/2) of the shift differential for that shift.

## **ARTICLE XXXIII - AGENCY SHOP**

### Section 33.01

Upon receipt of individual written authorization from employees covered by this Agreement for voluntary dues deduction, the Town agrees to deduct Union dues monthly from earned wages and remit promptly to C.O.P.S., P.O. Box 2, 1 West Main Street, Clinton, CT 06413 with the names of all the Union members. The Town also agrees that an extra dollar per month shall be deducted from a Union member's salary and remitted to the Local Union Treasurer. Said sums due as deductions shall be certified to the Town by the Union no later than July 1 annually.

### Section 33.02

Said dues shall be deducted by the Town and remitted to the Union at the end of each month.

### Section 33.03

The Union agrees to defend, indemnify, and hold to Town harmless against any and all expenses, liability, suits or claims that arise from bargaining unit employees under this Article and/or from the Town's action in compliance with the provisions of this Article.

## **ARTICLE XXXIV - MILITARY RESERVE TRAINING**

### Section 34.01

If any member of the Military Reserve or National Guard is called for annual training, the Town will pay the difference, if any, between the employee's gross service pay and the gross regular pay for the period of their required absence up to a maximum of thirty (30) days. Such time will not be charged to the employee's vacation or compensatory time. This

Agreement would not apply to those employees that are members in the Connecticut Foot Guard or Horse Guard.

### **ARTICLE XXXV - DEDUCT INSURANCE PREMIUMS FOR RETIREES**

#### Section 35.01

At the written request of any retirees the Town shall deduct from their monthly retirement check the amount of the payments for the group hospital, medical, and major medical insurance for which such retiree and their enrolled dependents are eligible under the Town's group insurance policies; and the Town shall remit such amount in behalf of such retiree to the appropriate insurance carrier under such group policies.

### **ARTICLE XXXVI - NON-DISCRIMINATION CLAUSE**

#### Section 36.01

The Town acknowledges that it is an equal opportunity employer, and the Town and the Union agree that there shall be no discrimination against any person or groups of persons on the grounds of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, disability or veteran status.

Both parties to this Agreement agree that sexual harassment of any employee by another employee is absolutely prohibited. Any employee who feels he or she is being subjected to sexual harassment may contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- a) The employee's immediate supervisor.
- b) The employee's Shift Commander.
- c) The employee's Division Commander.
- d) The Chief of Police.
- e) The Director of Human Resources.

The employee shall have the right to have Union representation if so desired.

The Town has appointed the Fairfield Community Services to provide services as an Ombudsman in the Employee Assistance Program to provide counseling and help as it relates to personal problems, whether they be substance abuse, marital, financial, sexual harassment and/or confidential issues not necessarily suited to the normal department hierarchy.

### **ARTICLE XXXVII - HEALTH**

#### Section 37.01

Whenever a member of this bargaining unit has a proven exposure to any communicable disease and such exposure is directly connected with the performance of their duties, such members' families shall be offered immunization inoculation for such disease when they are available. The Union shall hold the Town harmless from any claims made by the Union member's family as a result of the Town's compliance with this section.



**ARTICLE XXXVIII - PHYSICAL EXAMINATION**

Section 38.01

Each employee shall submit to a complete physical examination annually by a physician selected by the Town. The Town shall pay the full cost of said examination. The employee shall have the right not to allow any information released by the physician selected by the Town to anyone including the administration.

**ARTICLE XXXIX - RESIDENCY**

Section 39.01

Employees shall reside in Connecticut, within a radius of thirty (30) miles from the Fairfield Police Department.

**ARTICLE XL - DURATION**

Section 40.01

The duration of this contract shall extend through June 30, 2025. Either party wishing to amend, or modify any provision of this Contract must notify the other party in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the date on which such provision is to expire. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of discussing such amendment or modification.

**ARTICLE XLI - REGULAR ASSIGNMENTS**

Section 41.01

All bargaining unit personnel shall have first preference on all regular assigned patrols such as Cmdr, R1, R2, R3, R4, R5, B1, B2, B3, B4, B5, Beach Patrol, Traffic Division Assignments, Boat Patrol, Motorcycle Patrol, and Detective Division Assignments. Any such bargaining unit position shall only be filled by another member of the bargaining unit.

**ARTICLE XLII - SUBSTANCE ABUSE PROGRAM**

Section 42.01

The Town and Union do hereby agree to the Substance Abuse, Detection and Treatment Program attached hereto as Exhibit E.

**ARTICLE XLIII - SMOKE CESSATION**

Section 43.01

The Town shall provide and pay for smoke cessation clinics for all interested employees, while on duty, who shall be encouraged by the Local to attend. The maximum number of programs is two for the lifetime of the employee.

**ARTICLE XLIV - LAYOFF AND RECALL**

Section 44.01-Lay off

In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:

- a) Probationary Police Officers.
- b) Regular Patrol Officers.

The order of the layoff shall be by department seniority, except in the case of a layoff within rank above patrol, which shall be by rank seniority.

Section 44.02-Bumping

Laid off Lieutenants may exercise their department seniority to bump the least senior Sergeant provided the Lieutenant has previously served as Sergeant. A laid off Lieutenant who has not previously served as a Sergeant and any laid off Sergeant may exercise their department seniority to bump the least senior patrol officer.

Section 44.03-Recall

Laid off employees shall retain recall rights for a period of twelve (12) months or for the length of seniority, whichever is less. Seniority shall continue to accrue during the period in which an employee has a right to recall. Recall shall be in inverse order of layoff. Notice of recall shall be sent certified, return receipt requested, to the employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An employee who fails to respond to the notice of recall or who refuses recall shall lose his recall rights.

**ARTICLE XLV - COURT APPEARANCES**

Section 45.01

Whenever an employee is required to appear in any State or Federal court or administrative agency or to provide deposition testimony during non-working hours for a criminal or civil matter which arose in connection with his/her employment with the Town, the Town shall compensate such employee for the difference between any witness fees received and the amount of overtime pay such employee is entitled to receive for the number of hours spent at said court, agency and/or deposition, or a minimum of four (4) hours, whichever is greater. This provision does not apply when an employee is required to appear in a contested matter that the employee has initiated against the Town or the Police Department.

**ARTICLE XLVI - PERFECT ATTENDANCE**

Section 46.01

Any employee who has a record of six (6) months perfect attendance, not interrupted by sick leave, unauthorized absences or leaves of absence without pay as measured from January 1<sup>st</sup> to June 30 and July 1<sup>st</sup> through December 31<sup>st</sup> shall be entitled to receive one (1) day of pay at their applicable hourly rate multiplied by eight (8) hours. Each employee has the opportunity to earn two (2) days of pay each year.

## **ARTICLE XLVII- LIGHT DUTY**

### Section 47.01

- a) A light-duty position may be created by the Chief of Police under the following conditions for an employee whose physical condition prevents him or her from performing his or her normal duties:
  - i. The employee's physician has indicated that the employee is capable of performing light duty.
  - ii. The employee's physician has indicated that the employee will eventually recover sufficiently enough to return to his or her normal duties.
- b) Such light-duty positions may be in any of the department's divisions that employs sworn police officers; but the positions shall be administrative or supportive in nature and shall not tend to aggravate the employee's illness or injury, or retard the employee's recovery.
- c) A vacation request submitted by an employee on light duty shall be considered independently from those submitted by officers on full duty.
- d) An employee on light duty shall bid for shifts as if he or she were on full duty but the slot selected by that employee shall remain vacant until he or she returns to full duty.
- e) During the six-month period an officer begins a light duty assignment, the light duty days will be applied toward any shift differential benefit the officer would have been entitled to if she or he had not been granted light duty status. An officer who spends an entire six-month, shift differential period on light duty will not be entitled to shift differential payment unless she or he fulfills the requirements for that benefit as listed in the collective bargaining agreement between the Town and the Union. An officer returning to full duty from light duty will not be entitled to a shift differential payment unless she or he works at least fifteen (15) days on a shift that entitles her or him to shift differential payment.
- f) An employee on light duty may be required to work a non-patrol division 4-2 schedule. In any case, the Chief and the Union shall agree to the work schedule and shift assignment of an employee on light duty.
- g) An employee on light duty may be allowed to wear civilian clothing. An employee on light duty shall not be required to drive a marked police vehicle.
- h) An employee on light duty shall be excused from duty to keep medical or therapeutic appointments that relate to the condition that caused the employee's light duty status.
- i) An employee on light duty shall not be allowed to work any off duty assignments.
- j) An employee on light duty may be allowed to work recall or overtime when the position

is consistent with his or her light duty status.

k) The Chief of Police shall determine the duration light duty assignment.

**XLVIII - MISCELLANEOUS**

Section 48.01

During a disciplinary suspension of thirty (30) calendar days or more, the employee shall not accrue and will not be due upon return to work any vacation, sick, or other earned time they would have otherwise accrued. Clothing allowance and other benefits will be pro-rated accordingly.

Section 48.02

As a condition of continued employment as a sworn officer with the Town of Fairfield Police Department, all employees must maintain their certification as outlined in the Connecticut General Statutes Section 7-294e "Recertification of police officers. Regulations" and as may be amended from time to time.

Police officers who do not maintain their certification as outlined in C.G.S. 7-294e shall be allowed thirty (30) days to obtain their certifications. If, at the end of such thirty (30) day time, an officer shall not have obtained certification, then such officer shall be immediately terminated unless a request to extend the certification has been made by the Chief of Police to the State of Connecticut and subsequently approved. Any request for extension shall be at the sole discretion of the Chief of Police.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR NAMES TO BE SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

Town of Fairfield

Fairfield Police Union  
C.O.P.S., Local#550

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**POLICE – APPENDIX A**  
**7/01/2022 - 6/30/2023 -**  
**2.75%**

						10 YR	15 YR	20 YR
<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Off'crs	71,267	73,762	76,274	78,787	83,675	84,675	85,875	87,275
Detect.					90,368	91,368	92,568	93,968
Sgts					97,594	98,594	99,794	101,194
Lieut.					113,909	114,909	116,109	117,509

**POLICE – APPENDIX B**  
**7/01/2023 - 6/30/2024 -**  
**2.75%**

						10 YR	15 YR	20 YR
<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Off'crs	73,227	75,791	78,372	80,953	85,977	86,977	88,177	89,577
Detect.					92,853	93,853	95,053	96,453
Sgts					100,278	101,278	102,478	103,878
Lieut.					117,041	118,041	119,241	120,641

**POLICE – APPENDIX C**  
**7/01/2024 - 6/30/2025 -**  
**2.75%**

						10 YR	15 YR	20 YR
<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Off'crs	75,241	77,875	80,527	83,179	88,341	89,341	90,541	91,941
Detect.					95,406	96,406	97,606	99,006
Sgts					103,035	104,035	105,235	106,635
Lieut.					120,260	121,260	122,460	123,860

**\*Longevity step granted on 10th anniversary of continuous service**

**\*\*Longevity step granted on 15th anniversary of continuous service**

**\*\*\*Longevity step granted in 20th anniversary of continuous service**

**Appendix D**

FAIRFIELD POLICE DEPARTMENT

PERFORMANCE EVALUATION: NON-SUPERVISORY PERSONNEL

EMPLOYEE\_\_\_\_\_ TITLE\_\_\_\_\_

LENGTH OF SERVICE\_\_\_\_\_yrs EVALUATION PERIOD\_\_\_\_\_to\_\_\_\_\_

JOB KNOWLEDGE

1. Frequently lacks the necessary knowledge to complete work assignments satisfactorily and makes little effort to learn.
2. Lacks the necessary knowledge to complete some phases of assigned work and shows little interest in learning.
3. Generally displays the necessary knowledge to complete most assigned work.
4. Obviously knows the job well and uses previous experience to his/her advantage.
5. Displays exceptional amount of job knowledge.

SCORE\_\_\_\_\_

DECISION MAKING

1. Frequently fails to make decisions or avoids them whenever possible.
2. Makes decisions hastily without sound judgement.
3. Acts judiciously under most circumstances. Generally makes acceptable decisions.
4. Makes good decisions with rare exceptions.
5. Displays a superior ability to make good decisions consistently even when faced with difficult situations.

SCORE\_\_\_\_\_

### COOPERATIVENESS

1. Frequently antagonistic, often undermines morale.
2. Often uncooperative.
3. Cooperative under most circumstances.
4. Cooperative.
5. Unusually cooperative, contributes to good morale by displaying a willingness to assume additional responsibility.

SCORE\_\_\_\_\_

### QUALITY OF WORK

1. Frequently poor in quality with many errors. Often does not meet minimum standards.
2. Sometimes careless and lacking in quality.
3. Satisfactory in quality with few errors.
4. Above average in quality and seldom contains errors.
5. Exceptional in quality with practically no errors.

SCORE\_\_\_\_\_

### QUANTITY OF WORK

1. Frequently does not meet minimum requirements.
2. Occasionally does not meet minimum requirements.
3. Meets and at times exceeds minimum requirements.
4. Usually exceeds minimum requirements.
5. Overall work production is exceptional.

SCORE\_\_\_\_\_

DEGREE OF EFFECTIVENESS IN DEALING WITH PUBLIC

1. Often antagonistic towards members of the public, creates a poor image of the Department.
2. Often loses control when interacting with the public.
3. Maintains control in most interpersonal situations but sometimes displays a negative attitude.
4. Displays a good attitude towards the public and effectively controls most situations.
5. Exceptionally effective when dealing with the public. Displays outstanding interpersonal skills while maintaining control even when faced with difficult situations.

SCORE\_\_\_\_\_

DEPENDABILITY

1. Requires an inordinate amount of supervision to complete assigned duties and/or shows a pattern of sick leave abuse.
2. Requires close supervision to complete some assigned duties and/or is often tardy or procrastinates.
3. Completes assigned duties without close supervision.
4. Requires little or no supervision to complete most assigned duties.
5. Completes even difficult assignments with little or no supervision.

SCORE\_\_\_\_\_

PERSONAL APPEARANCE

1. Frequently unsatisfactory in the degree to which he/she meets Department standards.
2. Frequently in violation of Department Regulations concerning uniforms and/or personal appearance.
3. Generally meets Department standards but is sometimes in violation.
4. Meets or exceeds Department standards.
5. Gives the overall impression of taking pride in his/her appearance.

SCORE\_\_\_\_\_



ABILITY TO PLAN AND ORGANIZE WORK

1. Frequently does not plan and organize work assignments, causing mistakes and/or wasted time and effort.
2. Plans and organizes work assignments poorly requiring more time than necessary to complete them.
3. Generally plans work assignments well and completes them within a satisfactory time span.
4. Plans and organizes work assignments well. Uses his/her time effectively and efficiently.
5. Plans and organizes most work assignments including difficult ones effectively and efficiently with excellent results.

SCORE\_\_\_\_\_

LEADERSHIP POTENTIAL

1. Frequently displays a negative attitude towards duties and the department causing the disruption of the attainment of organizational goals and objectives.
2. Often displays a negative attitude towards the Department, duties or some of its members creating a negative influence on co-workers.
3. Supports organizational goals and policies.
4. Supports the organization, has a positive influence on co-workers and has demonstrated the ability to lead others.
5. Is a positive influence on co-workers while displaying the ability and willingness to assume responsibility.

SCORE\_\_\_\_\_

EVALUATOR NAME/SIGNATURE \_\_\_\_\_ / \_\_\_\_\_ DATE \_\_\_\_\_

## **Appendix E**

WHEREAS, the Town of Fairfield and the Fairfield Police Union, Local 550, I.B.P.O., recognize that the illegal use and abuse of drugs has become a serious problem in our society and in all professional fields, and

WHEREAS, the illegal use and abuse of drugs can adversely affect the performance of police officers and threaten their image and public confidence and safety, and

WHEREAS, the Town and the Fairfield Police Union, Local 550, I.B.P.O. have agreed that the illegal use and abuse of drugs is inconsistent with the effective performance of a police officer;

NOW, THEREFORE, in order to assure the highest level of service to the people of Fairfield, to protect brother and sister police officers and to help individual police officers with the problems with which they may need assistance, the Town and the Union agree to the following:

**AMNESTY:** From July 1990 through June 30, 1991, no police officer will be subject to the penalties of this Section.

### **INFORMING THE EMPLOYEES OF DRUG TESTING AND FAMILY ASSISTANCE PROGRAM:**

During this period of amnesty, all employees will be fully informed of all of the details of this agreement before any testing is administered. Employees will be provided with information concerning the impact of the use and abuse of drugs on job performance. In addition the employer shall inform all employees of how the tests are conducted, how well the tests perform, when tests will be conducted, what tests can determine, the consequences of testing positive for drug use and abuse and the services offered under the Department's Family Assistance Program, and the penalties provided.

**VOLUNTARY ASSISTANCE:** Any employee, who, at any time, comes forward voluntarily to seek treatment of a problem involving substance abuse, will be provided the appropriate counseling and medical assistance, at the expense of the Town. No penalties of any kind will be imposed on such police officer, and they shall be granted sick leave for the time of any in-patient or outpatient care as required in an approved program.

**APPOINTMENT OF THE INDEPENDENT EXPERT:** The Town and the Union shall jointly appoint an independent expert who shall be a person experienced in the field of drug abuse and detection and treatment. The expert shall serve for the duration of the collective bargaining agreement unless the Town and the Union agree upon a replacement. Any fee of the expert shall be borne by the Town.

**AUTHORIZATION FOR EMPLOYEE TESTING:** No employee will be tested for substance abuse unless there exists probable cause to believe that the police officer, to be tested, is under the influence of an illegal drug. Random or mass testing is strictly prohibited. In the event that there is reasonable cause to believe that an employee is impaired on duty by the use of an illegal substance, misuse of controlled substances or medications or alcohol, the employer and the Union shall request a meeting with said employee. No such meeting will take place without a written charge being filed beforehand. Said meeting will be held within twenty-four (24) hours of

such written charge being filed. In order to be able to respond intelligently to any charges being filed, the employee shall be told twenty-four (24) hours prior to such meeting. A copy of the written charges will be given to the employee along with a list of any evidence or relevant information that will be used against them, including a list of witnesses to be questioned.

If, after the initial hearing, there may still exist probable cause, a hearing shall be held before the Independent Expert. No hearsay or any other third party evidence shall be presented or be considered by the Expert. Only those who have direct knowledge of the situation and circumstances shall speak on the issue.

Immediately after hearing all of the evidence, information and witnesses, the Expert shall decide whether there exists probable cause to conclude that the employee was impaired on duty. If the Expert shall decide that such probable cause exists, he may order the employee to undergo the agreed upon substance abuse testing.

CONFIDENTIALITY: Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violations of this confidence will subject the violator to the most severe disciplinary action. It is also realized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process.

AUTHORIZED TESTING: Upon issuance of the Authorization for Testing by the Expert, the Department shall arrange for the employee to be tested in such a manner as has been agreed to by the Town and the Union. All tests shall be administered by a testing facility that can insure the following:

- a) A confidential chain of custody.
- b) An independent sample collection process.
- c) Sterile containers.
- d) The laboratory performing the test must be certified by the State in which it lies or by the Federal Government Health Authorities as a medical laboratory and shall meet the regional requirements for forensic laboratories.
- e) Test results should be supplied to both the Expert and the employee charged as soon as they are available. (If possible within twenty-four (24) to forty-eight (48) hours.)
- f) If any individual receives a positive test result, they may request an immediate retest or seek another independent test in a timely manner.

Sample collection shall be conducted in a manner that provides for the highest degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while supplying a urine sample. Instead, administrative procedures and biological testing of samples shall be conducted to prevent the submission of fraudulent samples for testing. If testing is positive the sample shall be split into three parts and reserved for independent analysis.

The method for testing of samples shall be performed by the Gas Chromatography-Mass Spectrophotometry (GC-MS) test.

There shall be medical evaluation of each test result conducted by a toxicologist or physician prior to release. Only confirmed results shall be reported to the employer. Unconfirmed, inconclusive and "weak-positive" reports shall never leave the laboratory.

If the test is found to be positive the employee may be tested up to a maximum of two (2) times within the six (6) weeks following the Expert's authorization for testing.

USE OF THE TEST RESULTS: If the employee is confirmed by testing to have a substance abuse problem, they shall be required to enroll in the approved Family Assistance Program for the purpose of counseling, treatment and other appropriate actions as selected by the counseling agency for the purpose of helping the employee deal with their problem.

The employee shall be granted sick leave for the period of their treatment.

RIGHT OF APPEAL: Each employee has the right to challenge the results of the substance abuse testing in the same manner that they grieve any managerial action.

DUTY ASSIGNMENT AFTER TREATMENT: Once any employee successfully completes rehabilitation, upon the approval of the counseling or treatment agency, the employee shall be returned to their regular duty assignment with no disciplinary action having been taken. Such employee may be retested once within six (6) months of the end of their rehabilitation. After that period, a probable cause hearing shall be required, as is for any other employee.

If the same employee is found to test positive after a second probable cause hearing with the proper procedures, they will again be required to undergo treatment and/or counseling. Upon return to work after the second circumstance, said employee may be tested once every six (6) months for a period not to exceed two (2) years.

A third (3rd) positive test, within the guidelines of this Agreement, may be grounds for disciplinary action.

Once treatment and any follow up care is completed and no further incidents occur, at the end of a two (2) year period, the records of treatment and positive substance abuse testing shall be retired to a closed medical file. The employee shall be given a fresh start with a clean administrative record.

UNION HELD HARMLESS: The Town of Fairfield shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement

relating to substance abuse testing. The Union shall be held harmless for the violation of any workers rights arising from the administration of the substance abuse testing program.

CONFLICT WITH OTHER LAWS: This Agreement on substance abuse testing is in no way intended to supersede or waive an employee's federal or state constitutional rights.

## **Appendix F**

### **DISCIPLINE POLICY**

In order to maintain an efficient, effective, and well-respected police organization and to protect the Town of Fairfield from undue liability, disciplinary measures must be taken whenever necessary to insure this end. Every effort will be made to maintain consistency in implementing this policy. Causes for disciplinary measures may fall into either one of two categories, a major or minor infraction.

A major infraction is one in which disciplinary action can be taken on the very first incident, regardless of the past record of an employee and could include termination.

\*Allegations of untruthfulness or dishonesty that are documented, investigated, and sustained shall result in discipline up to and including discharge. A major infraction would include but not be limited to:

Inappropriate conduct under life threatening situations, Thefts, Criminal Acts, Brutality, Insubordination, Unauthorized departure from work, Physical abuse, \*Untruthfulness or Dishonesty.

A minor infraction would include any act or omission against departmental rules, regulations, policy or general performance that would be considered non-serious in nature and would not generally be a cause for termination for the first offense.

Major Infraction: For any violation of a major infraction, the steps outlined in section 13 and 14 of the Fairfield Police Manual of Rules and Regulations shall be followed.

Minor Infraction: For Minor Infractions there shall be a thirty (30) day freeze or delay period that begins the first day the employee is verbally warned and prior to the documented "verbal warning" entering the Official Personnel Disciplinary File of the employee. Within this thirty (30) day freeze period, the employee may seek assistance of the Union to refute the "Minor Infraction" by scheduling a meeting with the Division Commander of whom the employee works under. This meeting is done prior to filing Step 1 of the Grievance procedure to see if a resolution can be reached at this level.

During this delay period, the verbal warning shall remain frozen until it is either resolved with the approval by the Chief of Police at the Division Commanders level, resolved via the Grievance procedures as spelled out in the contract or accepted by the employee.

**FIRST STEP:** A verbal warning will be given to the offending employee and a record of said verbal warning shall be documented by the supervisor.

**SECOND STEP:** A written warning shall be given to the offending employee if there is a reoccurrence of an offense for which the employee has been given a verbal warning.

This written warning should only be given if the second occurrence happens within a reasonable period of time after the verbal warning was given and shall not exceed a period of two (2) years.

THIRD STEP: For any infraction for which a verbal and written warning has been given, a suspension or fine may be imposed in accordance with Section 3 subsection 4 of the Fairfield Police Manual of Rules and Regulations.

FOURTH STEP: For any infraction for which a verbal, written warning and suspension or fine imposed, termination may result in accordance with Section 14 of the Fairfield Police Manual of Rules and Regulations.

## **Appendix G**

### **TARDINESS POLICY**

It shall be the policy of the Fairfield Police Department to encourage punctuality among its employees to provide maximum service to the community.

Definition: Tardiness is reporting for duty or assignment later than scheduled or reporting off-duty sick later than one hour prior to scheduled starting time. This shall include recall assignments, training assignments, overtime assignments and outside employment assignments.

Bargaining unit members shall report, at the beginning of their shifts, to locations determined by their Division Commanders.

A bargaining unit member who is unable to report on time shall notify the on-duty Shift Commander of his or her inability to report on time.

Shift Commanders shall document the time of reported tardiness, the reason for the tardiness, and the time of arrival. They shall notify the bargaining unit member's division commander; and, they shall submit their written documentation to the bargaining unit member's Division Commander.

When tardy bargaining unit members arrive at work, they shall report to their Division Commanders.

A tardy bargaining unit member shall prepare a written report for his or her Division Commander. The report shall list the time the tardiness was reported, the time of arrival, and the time the bargaining unit member was scheduled to report for work.

Division Commanders shall maintain records concerning bargaining unit member tardiness.

Bargaining unit members shall receive a verbal warning the first time they are tardy. Bargaining unit members shall receive a written warning the second time they are tardy in a one-year period.

Bargaining unit members shall be suspended for one day the third time they are tardy in a one-year period. Division Commanders shall notify the Chief of Police when any officer is tardy three times in a one-year period. Additional incidents of tardiness within a one-year period shall result in additional discipline as determined by the Chief of Police.

Division Commanders shall notify the Chief of Police each time any bargaining unit member is tardy more than three times in one-year period.



## **Appendix H**

### LIEUTENANTS' POLICE VEHICLES

The following policy affects the use of police vehicles by the lieutenants of the Administrative Division, Detective Division, and the Special Services Division:

The lieutenants will be responsible for the proper care of the vehicle assigned to them, and they must be recoverable.

The lieutenants should comply with our policies and procedures written directives, and the police manual with the exception of Section 24-4. They are allowed to have passengers in the vehicles.

If the lieutenants are near enough to Fairfield to be recoverable when they are needed, they should be allowed the use of the police vehicles that are assigned to them.

- a) For travel that relates to their employment the lieutenants shall have unrestricted use of the police vehicles that are assigned to them, and they shall be reimbursed for expenses incurred as a result of the use of the vehicle for such travel.
- b) For travel that does not relate to their employment, the lieutenants shall be allowed the use of the police vehicles that are assigned to them for travel within Connecticut and New York City. The lieutenants will not be reimbursed for expenses incurred for the use of the vehicles for such travel.
- c) These three police vehicles and their use applies to the lieutenants' positions and not to the individual lieutenants. Should a lieutenant be transferred out of the Administrative Division, the Detective Division, or the Special Services Division, the vehicle remains with the division. The Chief of Police reserves the right to transfer or reassign these personnel, as he deems necessary. The Chief shall decide which vehicles are assigned to these three positions; however, the vehicles shall be unmarked. This benefit exists only as long as the position exists. If the Board of Police Commissioners should abolish any of these positions in accordance with Article XIV, Section 14.03 of the Collective Bargaining Agreement, the use of the vehicle is also abolished.
- d) These vehicles and the appearance of these vehicles shall not be altered without the permission of the Chief of Police.
- e) Lieutenants should not allow non-department persons to operate these police vehicles.
- f) Lieutenants who are on extended sick leave or vacation shall return the vehicle to Police Headquarters for the duration of the leave.