

**AGREEMENT BETWEEN**

**THE TOWN OF GRANBY**

**AND**

**THE INTERNATIONAL BROTHERHOOD OF**

**POLICE OFFICERS LOCAL 581**

**July 1, 2010 - June 30, 2013**

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## **PREAMBLE**

This Agreement entered into by the TOWN OF GRANBY, CONNECTICUT, hereinafter referred to as the TOWN and IBPO Local 581, hereinafter referred to as the UNION, has, as its purpose, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment in accordance with the laws of the State of Connecticut and the United States of America.

When necessary to the meaning hereof, either the masculine or the neuter pronoun shall be deemed to include the masculine, the feminine and the neuter, and the singular pronoun shall be deemed to include the plural.

## **MANAGEMENT RIGHTS**

The Town, through its Town Manager solely, has and will continue to retain all rights and responsibilities to direct the affairs of the Town, except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to, the following: to plan, direct, and control all police operations and set departmental policy, goals and objectives; to determine the standards of service to be offered by the Town; determine the standards of selection of employment; to promote and direct its employees; take disciplinary action; to determine standards of conduct of employees; relieve its employees from duty because of lack of work or for other legitimate reasons; determine the method, means, and personnel by which the Town's operations are to be conducted; determine the content of job and position classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfilling of its legal responsibilities; to educate and train employees and determine criteria and procedures. The above rights, responsibility and prerogatives are inherent in the Town Manager by virtue of statutory and charter revisions and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

## **NO STRIKE - NO LOCK OUT**

The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown or work stoppage during the term of this Agreement.

## **ARTICLE I – RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time police officers and sergeants who are certified regular members of the Granby Police Department.

## **ARTICLE II – UNION SECURITY**

### **Section 1**

All members and all future employees who are eligible for union membership who do not voluntarily join the Union shall pay to the Union each month during the life of this Agreement, an Agency Service Fee. All unit employees, who are members of the Union in good standing on the day that this Agreement becomes effective, shall remain members for the duration of this Agreement.

## **Section 2**

The Town agrees to deduct Union membership dues or an Agency Service Fee each pay period from the pay of all bargaining unit members who must each individually and in writing authorize such deductions. Dues shall be determined by the Union. All deductions shall be remitted, together with an itemized statement, to the International Brotherhood of Police Officers Local 581. The town will not be responsible for forwarding dues to the national organization.

## **ARTICLE III – HOURS OF WORK**

### **Section 1**

Employees shall work eight consecutive hours on a work schedule known herein as the 4/2, four (4) days on and two (2) days off and the cycle then repeats.

The regular hours of work each day shall be consecutive except for authorized interruptions.

### **Section 2**

All seven (7) day working periods shall commence on Sunday at 12:01 a.m. and conclude one (1) calendar week later at 12:00 midnight on Saturday.

### **Section 3**

Once designated and in the manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed without the express approval of the employee, provided however, that no employee shall be allowed to contravene the other Articles.

### **Section 4**

Except in cases of emergency or cases of unforeseen absence of other employees, employees shall not be required to work more than twelve (12) hours in any twenty-four (24) hour period.

### **Section 5**

There shall be a bid shift system for designated work schedules. The system will be based on a rotating twelve-week cycle. The Chief of Police or his designee shall prepare and post the work schedule at least six (6) weeks in advance. Shifts shall be posted ten (10) days prior to the preparation and posting of the following cycle.

Assignments, when categorized as "Special Details" such as plainclothes investigations, will be made on the basis of needs and ability and shall be posted in advance when practical.

### **Section 6**

Police officers may swap shifts under the following conditions. Swaps may be permitted with the prior approval of the Chief of Police or designee, and such approval shall not be unreasonably denied provided that officers comply with the following:

- a) Officers shall request permission forty-eight (48) hours prior to the swap unless an emergency situation occurs.
- b) There shall be no financial burden placed upon the town as a result of a swap.

- c) At the time of the requesting permission to swap, both of the shifts to be exchanged shall be identified.
- d) The swap shall be completed within the pay period.
- e) Shift swapping shall be entirely voluntary between employees, and management shall be under no obligation to facilitate such an exchange.
- f) Officers shall not continually exchange shifts to avoid assigned shifts.

## **ARTICLE IV – SENIORITY**

### **Section 1**

The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department.

### **Section 2**

Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

### **Section 3**

Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration.

### **Section 4**

Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

### **Section 5**

Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

### **Section 6**

In the event of reduction in the force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority. In the event of re-hire, said individuals or individual shall return to work within thirty (30) days of notice. The Town must make a reasonable effort to contact individuals. Recall status is recognized for a thirty (30) month period from date of layoff.

### **Section 7**

Newly appointed employees shall be probationary until continuously employed for twelve (12) months following graduation from the Police Officers Standards and Training Academy. In no case, shall an employee be removed from probation until completion of twelve (12) months of

continuous service as a police officer with the Granby Police Department. Upon completion of the probationary period and training, the employee's seniority shall date back to the time of the original appointment as a patrol officer.

Any probationary employee must give a minimum four week written notice of any termination. In addition, probationary employees will be exempt from the benefit of being paid for sick leave or vacation time if they terminate while on probation. However, once probation is complete, sick leave and vacation provisions shall revert to the date of hire, as with seniority.

## **ARTICLE V – GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practical to insure efficiency and employee morale. Discipline of probationary employees will not be grievable.

### **Section 2 - Definition**

A grievance is defined as a dispute which may arise between the parties concerning the application, meaning, or interpretation of a specific Article or Section of this Agreement. All grievances, unless specifically excluded by this Agreement, shall be settled in the following manner:

**Step One:** A grievance shall be filed by any employee or representative of an employee within fourteen (14) calendar days of the occurrence or event giving rise to the grievance. All grievances shall be reduced to writing and submitted to the first level supervisor who is not a member of the bargaining unit. Said first level supervisor shall exercise whatever authority may be delegated to him or her to resolve the grievance, and shall render a written decision to the employee and his representative within fourteen (14) calendar days after receipt of the grievance.

**Step Two:** If the aggrieved employee and his representative, if represented, are not satisfied with the decision rendered by said first level supervisor, the employee shall, within fourteen (14) calendar days of the date of the answer at Step One, submit the grievance in writing to the Chief of Police or his designee who shall render a written decision to the employee and his representative, if represented, within fourteen (14) calendar days of receipt of the grievance.

**Step Three:** If the employee and his representative, if represented, are not satisfied with the decision rendered by the Chief of Police or his designee, the employee may submit the grievance to the Town Manager or his designee, in writing, within fourteen (14) calendar days of the date of the answer at Step Two, and the Town Manager, following a review of the issue and meeting with the parties for the purpose of discussing said matters, shall render a written decision to the employee and his representative, if represented, within fourteen (14) calendar days of receipt of the grievance. In the event of a suspension of greater than three (3) days, a demotion in rank, or a termination, the Union may commence the grievance procedure at this third step, but only by filing with the Town Manager a grievance within fourteen (14) calendar of the suspension, demotion or termination.

**Step Four:** In the event there is no settlement within fourteen (14) calendar days at Step Three, the Union may within fourteen (14) calendar days of the decision provide a notice of intent to arbitrate to the Town. Upon receipt of such notice, the Town or the Union may elect to engage the services of the American Arbitration Association (AAA) or the Connecticut State Board of Mediation and Arbitration to settle said grievance. If either party chooses AAA, then the services of AAA shall be used. If AAA is used, the costs of the Arbitrator shall be shared equally.

Arbitration awards shall be final and binding upon the parties. The notice to arbitrate must be filed with the arbitrator within fourteen (14) calendar days after the decision to arbitrate is made.

**Section 3:** If any step is not filed within the required period, any further right of appeal shall be forfeited. In such instance, the last determination of the Town on said grievance shall be final.

The Town's failure to respond within the specified time will mean the Union shall be awarded the specified remedy.

**Section 4:** Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of the Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

**Section 5:** Either party may utilize the mediation services of the State Board of Mediation and Arbitration. No such efforts or services shall interrupt or suspend the running of the time limits described in Section 2, absent specific joint written waiver of such limits.

## **ARTICLE VI – DISCIPLINE, DISCHARGE AND EMPLOYEE RECORDS**

### **Section 1**

No employee shall be discharged, terminated, demoted, suspended, or disciplined in any other manner except for just cause.

### **Section 2**

The Chief is authorized to discipline for matters, upon a finding of just cause, to a maximum penalty of five (5) working days suspension without pay per incident. The cumulative effects of any disciplinary action taken against an employee shall not be abated simply because the employee has appealed that decision unless the appeal has been restrained or a restraining order is issued against the Town prior to the second or further disciplinary breach. Such discipline may also include lesser suspension and/or warnings or reprimands.

### **Section 3**

Discipline other than that described in Section 2 above, shall be awarded only by the Town Manager who shall also be authorized to award those lesser amounts of discipline described in Section 2 above, provided that no employee shall be discharged, terminated, demoted, suspended, or disciplined in any other manner by the Town Manager except for just cause, and after a hearing before said Town Manager.

### **Section 4**

All disciplinary proceedings before the Town Manager shall require notice to the employee at least three (3) days prior to the date of the hearing; parties to have the right to reschedule hearing for cause. Said notice shall contain the particular provisions of the Department's rules and regulations the employee is alleged to have violated, and shall further contain a detailed description of the acts allegedly committed by the employee in violation of said rules and regulations. This hearing may be waived for disciplinary action less than suspension at the discretion of the Town Manager.

## **Section 5**

At all hearings before the Town Manager, all witnesses shall be sworn, and the employee shall have the right to representation of his choice. Such hearings shall be closed to the public including the press, unless the Union or the Town requests a public hearing. The Town Manager shall render his decision and notify the employee and the Union thereof not later than ten (10) working days after the hearing is closed.

## **Section 6**

In accordance with Town policy, all employees shall have the right to review their personnel files upon reasonable request to the Chief provided that the time of such review will not interfere with the orderly operation of the Department.

In addition, items of a disciplinary nature will be signed by the employee before inclusion in the employee's personnel file. If an employee fails to sign a discipline action, it may be placed in said employee's personnel file and the Union will be notified of the employee's failure to sign.

## **ARTICLE VII – CIVILIAN COMPLAINTS**

### **Section 1**

Any complaint by a civilian against an employee or group of employees shall not be made part of an employee's record, unless the complaint is duly sworn to by the complainant and submitted to the Chief, in writing within a reasonable period of time and found to be valid. Nothing herein shall prevent or inhibit the Chief of Police or the Town from conducting informal or reasonable inquiries on citizen complaints.

## **ARTICLE VIII – SICK LEAVE**

### **Section - 1**

Sick leave shall be considered to be the absence from duty, with pay, for the following reasons:

- a) Illness or injury, except where directly traceable to employment by an employer other than the Town of Granby.
- b) When the employee is required to undergo medical, optical, dental or other treatment for the care of diseases or the preservation of health and only when this cannot be accomplished on off-duty hours. When an employee attends said appointments during the normal scheduled shift, he/she shall submit a physician's certificate acceptable to the Town Manager immediately upon return to work.
- c) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by medical certificate, provided that leave for this purpose shall not exceed three (3) working days per calendar year.

### **Section 2 - Sick Leave Allowance**

Sick leave allowance shall be earned by each employee at the rate of one and one quarter (1-1/4) working days for each calendar month of service, the total of which shall not exceed fifteen (15)

working days in any twelve (12) month period. Sick leave earned in any month of service shall be available at any time during any subsequent month.

### **Section 3 - Sick Leave Accumulation**

- a) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum benefit of one hundred fifty (150) days.
- b) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.

### **Section 4 - Medical Certificate and Inspection**

- a) An employee utilizing sick leave or personal leave shall inform the Chief of Police or his designee of the fact and the reason therefore as soon as possible prior to the employee's scheduled shift. Officers out from duty on any sick time are subject to inquiry from the town and shall be accountable for their whereabouts for their time while on sick leave. Employees under doctors care with a medical certificate are exempt from the provisions of the subsequent sections.
- b) An employee using paid sick leave must report to the shift supervisor or the Officer in Charge, the address and telephone number of the location where they can be reached each day they are absent from duty.
- c) Traveling to a doctor's office, hospital, or pharmacy and returning to the employee's residence is permitted without notifying the supervisor.
- d) For any period of absence consisting of more than three (3) consecutive working days, a medical certificate may be required prior to returning to work.
- e) The Chief may require an employee to be examined by a physician of the town's choice prior to return to work if the employee has been absent because of sickness or injury which could affect that employee's ability to function as a police officer, regardless of the length of absence. The cost of the examination will be borne by the town.

### **Section 5 - Redemption of Accumulated Sick Leave at Retirement or Death**

- a) Employees who retire after the required number of years of service or employees who retire due to disability and when such disability is connected, shall be paid a lump sum of money that is equal to the number of sick days due such employee not to exceed one hundred thirty-five (135) days times the prevailing day rate of pay received by such employee on the date of such retirement.
- b) Upon the death of an employee, the amount of sick leave time due each employee shall be payable to his survivor(s) in the same manner as provided for in Item a) of this Section.

### **Section 6 - Redemption of Accumulated Sick Leave at Termination**

Any employee who terminates employment in good standing with the Town and has provided the Town with two (2) weeks notice shall receive, on the basis of the employee's current wages, twenty-five (25) percent of all unused accumulated sick leave for less than ten (10) years of service, thirty (30) percent of all unused accumulated sick leave for ten (10) to fourteen (14) years of service, and fifty (50) percent of all unused accumulated sick leave for fifteen (15) or more years of service.

## **ARTICLE IX – INJURY LEAVE**

### **Section 1**

In the event that an employee is absent due to an injury or illness suffered in the line of duty or arising out of and in the course of his employment, he shall receive the same regular weekly compensation being paid prior to the period of absence.

## **ARTICLE X – FUNERAL LEAVE**

### **Section 1**

Funeral leave of up to four (4) working days with pay from the date of death shall be granted an employee for the death of a spouse, child, or stepchild, three (3) working days with pay from the date of death for parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, and any relation who is domiciled in the employee's household, and one (1) working day with pay from the date of death for aunts, uncles, nieces, and nephews.

## **ARTICLE XI – PERSONAL LEAVE**

### **Section 1**

Each bargaining unit employee may be granted up to four (4) days leave per year at the employee's current wage, provided any such day taken shall be for reasons of legitimate business (other than rest, relaxation, entertainment, other vacation pursuits, illness or injury) requiring the absence of the employee. Such leave shall be taken in segments of no less than one-half (1/2) day and shall be so charged.

### **Section 2**

Other family leave will be granted to employees as provided for in the Family and Medical Leave Act of 1993 and other applicable law.

## **ARTICLE XII – CLOTHING ALLOWANCE**

### **Section 1**

The Town shall make available to each member of the bargaining unit a clothing allowance of up to six hundred fifty dollars (\$650.00) per annum. All clothing allowances shall be administered by the Police Department. Changes in uniform style, the transfer of funds or the adding of new personnel within the Police Department shall not decrease the availability of a police officer's clothing allowance.

### **Section 2**

The Town shall reimburse any employee for the loss or damage of clothing and/or personal property suffered in the performance of duty. Such claims for loss must be supported with proof of loss and of the value of the clothing and/or property within ten (10) days and that such loss occurred during the performance of duty and not as a result of carelessness. Said personal property claims shall be limited to a total property value not to exceed \$350.00 per claim incident.

### **Section 3**

The Town shall establish for each member of the bargaining unit a uniform cleaning allowance of up to three hundred dollars (\$300.00) per employee per year. All cleaning allowances shall be administered by the Police Department.

## **ARTICLE XIII – INSURANCE**

### **Section 1**

The Town shall provide to the employee and his/her dependents the health insurance coverage within the “Anthem PPO” plan or the equivalent thereto. Employees shall be required to contribute, through periodic payroll deduction, 10% of the premiums for the level of health insurance elected (single, with spouse, dependents). Effective July 1, 2007, employees shall contribute 12% of the premiums for the level of health insurance elected (single, with spouse, dependents). Effective July 1, 2008, employees shall contribute 15% of the premiums for the level of health insurance elected (single, with spouse, dependents). Effective July 1, 2007, office visit co-pay shall increase from \$5 to \$10 per visit. Effective July 1, 2008, office visit co-pay shall increase from \$10 to \$15 per visit. Effective July 1, 2007, prescription co-pays shall increase from \$3 to \$5 for mail in, \$4 to \$8 for generic drugs, and \$5 to \$10 for brand name drugs. In order to promote physical fitness the town will reimburse \$20 per month for participation in a health/fitness club effective 7/1/07. Employees may participate in pre-tax deductions as may be permitted under Section 125 of the IRS Code.

### **Section 2**

Effective January 1, 2003, the Town shall reimburse each employee up to \$250 per calendar year toward the purchase of eyeglasses or contact lenses for the employee only. Effective January 1, 2003, the Town shall reimburse each employee up to \$1,800, as a lifetime limit, toward the cost of laser corrective surgery for the employee only. Such reimbursement toward surgery will not pertain to any surgery that occurs within the same calendar year in which the employee has received any reimbursement from the Town toward eyeglasses or contact lenses. Employees shall not be reimbursed more than \$1,800 in total during the employee’s service career in the Town for any such surgery. Once an employee has received any Town reimbursement toward any surgery, that employee shall not receive any reimbursement toward eyeglasses or contact lenses during the remainder of the employee’s service career in the Town. Employees shall not be reimbursed for any eyeglasses, contact lenses, or surgery referenced herein absent the submission of a statement for services rendered, including the date services were rendered, from an optician, optometrist, or other eye care physician.

### **Section 3**

The Town and the Union recommend second opinions on all elective surgery. The Union agrees to work cooperatively with the Town in an effort to contain costs for insurance coverage wherever possible.

### **Section 4**

In the event that an employee is killed in the line of duty, the Town shall continue to provide the health insurance coverages identified in Section 1 that were in effect at the time of death, without cost to the employee’s surviving spouse until he/she remarries, and to each of the employee’s dependent children until that child reaches the age of 18 years.

## **Section 5**

WAIVER: Effective April 1, 2003, the employee may elect to waive all group health insurance benefits and, in lieu thereof, be remunerated in the amount of \$1,500.00 per annum provided the employee was eligible for single coverage, in the amount of \$2,500.00 per annum provided the employee was eligible for employee plus one coverage, and in the amount of \$3,500.00 per annum provided the employee was eligible for family coverage. Such remuneration shall be paid retroactively to the employee on a pro rata basis twice per year, on or about December 1 and June 1. Employees electing this option shall be able to change their options on July 1 for any reason and not more than one time during each fiscal year, unless there has been a significant change to the employee's circumstances such as divorce, death of a spouse, etc. which warrants such change in option. A request for change must be presented in writing to the Town Manager at least 60 days prior to the beginning of the month in which the change is proposed to take effect. Upon receipt of the revocation of the waiver, coverage by the insurer shall be subject to the rules and regulations that may be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier. The Town may require written proof of alternative coverage by the employee and/or family as a precondition to the election of this option.

## **Section 6**

The Town shall provide the following insurances at no cost to the employees:

- a) Group Life Insurance based upon two (2) times the employee's annual salary, with double indemnity (employee only).
- b) Long term disability insurance plan (employee only).
- c) False arrest liability insurance for each employee, on or off duty, with a minimum amount of one million dollars (\$1,000,000.00).

## **Section 7**

Retired employees may purchase the Anthem PPO insurance at their own expense under the Granby insurance group rate as long as their coverage is uninterrupted and does not cause adverse effect on the group's experience as determined by the Town. If the insurance carrier rejects the continuance of any Granby retiree as a member of the Granby insurance group, the Town will not be liable for continuing coverage in any other manner. Effective upon signing this agreement, the town will pay 50% of the insurance premium for employees only, upon retiring from the Town of Granby. The employee will be notified before July 1<sup>st</sup> of each year what the amount of insurance will be for the coming fiscal year. The employee must notify the town when they become Medicare eligible or if other insurance is available in which case the employee must subscribe to Medicare or other eligible insurance if at a lesser cost to the employee.

## **ARTICLE XIV – NO DISCRIMINATION**

### **Section 1**

The provisions of this Agreement shall be applied equally to all employees covered without regard to race, creed, color, sex, national origin, age, marital status, physical disability, or political belief.

## ARTICLE XV – PROMOTIONS AND EXAMINATIONS

### Section 1

The Town of Granby and the Police Department Administration shall administer all promotional examinations in a fair and equitable manner, using modern administrative practices.

## ARTICLE XVI – RATE OF PAY

### Section 1

Employee wages shall be subject to the chart below labeled Police 2010-2013. Effective July 1, 2010, the base wages in effect on June 30, 2010 will be increased by 0%. Effective July 1, 2011, the base wages in effect on June 30, 2011 will be increased by 2%. Effective July 1, 2012, the base wages in effect on June 30, 2012 will be increased by 2%.

#### Police 2009-10

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrol	25.87	27.16	28.52	29.94	31.73	33.00
Sergeants	34.47	35.73	37.04	38.39		

#### Police 2010-11

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrol	25.87	27.16	28.52	29.94	31.73	33.00
Sergeants	34.47	35.73	37.04	38.39		

#### Police 2011-12

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrol	26.39	27.70	29.09	30.54	32.36	33.66
Sergeants	35.16	36.44	37.78	39.16		

#### Police 2012-13

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrol	26.92	28.26	29.67	31.15	33.01	34.33
Sergeants	35.86	37.17	38.54	39.94		

### Section 2

Based upon successful evaluation, each employee shall receive at least the next highest Patrol Officer or Sergeant Grade in the rate of pay effective on their anniversary.

**Section 3**

Effective upon the next pay period after the contract is signed by both parties, Officer in Charge (OIC) pay will be provided at a rate of \$1.00 per hour for each hour worked as OIC. OIC pay shall be paid to officers below the rank of Sergeant. The Town reserves the right to reassign or relieve an individual of such delegation at any time, including during a shift.

**ARTICLE XVII – LONGEVITY**

**Section 1**

Based upon successful evaluation, annual longevity payments as additional compensation shall be granted annually in accordance with the following schedule for employees covered by this Agreement.

<u>Years of Service</u>	<u>Annual Payment</u>
After five (5) years of service	\$200.00
After ten (10) years of service	\$300.00
After fifteen (15) years of service	\$500.00
After twenty (20) years of service	\$750.00

**Section 2**

Service shall be calculated from the most recent date an employee is appointed as a full-time employee within the Police Department.

**Section 3**

Longevity payment to be made as a separate check at the start of each fiscal year.

**ARTICLE XVIII – OVERTIME**

**Section 1**

Employees who work in excess of the normally scheduled work week, based on the schedule posted by the Chief or his designee, shall be compensated at a rate of one and one-half (1-1/2) times the hourly rate of said employee.

Employees must work their normally scheduled week or the equivalent in its entirety to receive the aforementioned compensated rate in excess of the normally scheduled work week.

Employees subject to Article XVIII Section 3.b shall be compensated at a rate of one and one-half (1-1/2) times the hourly rate.

The term “work” does not allow for the usage of accrued leave to meet the requirements of normally scheduled work.

## **Section 2**

### Compensatory Time

Employees shall indicate their choice of compensation, overtime pay or compensatory time, on the payroll authorization form. Employees may not elect to take compensatory time for "Extra Police Duty" hours.

An employee wishing to utilize compensatory time for a scheduled shift shall submit a written request for the time off to the Chief of Police or designee at least seventy-two (72) hours prior to the time period requested to be taken off.

Such request shall be approved or denied within eight (8) hours of the submission to the Chief of Police or designee.

Short notice request [four (4) hours or less use of compensatory time] shall be granted at the discretion of the shift supervisor.

Compensatory time may be denied when it disrupts the operation of the police department; when the use of compensatory time has a financial burden to the town, or where it is anticipated that all working manpower will be needed to cover an ongoing or pending workload.

During the fiscal year, accrued compensatory time shall be used in a timely manner so as to not have an excessive amount to use prior to the end of the fiscal year. A maximum of 40 hours may be accumulated at any time in any given fiscal year. Employees will not be allowed to carry over any accrued compensatory time from fiscal year to fiscal year. Any unused compensatory time will be paid in the first payroll period in July.

## **Section 3.a**

Except in emergencies, all overtime assignments will be offered in the following manner. The Chief of Police or designee will make the determination as to who will work a particular assignment based on the number of hours worked biannually (January and July) of the date to be worked. The most senior employee with the least amount of hours worked will be chosen until the assignment is filled.

## **Section 3.b**

In the event that no officer voluntarily accepts a shift vacancy through the procedure outlined in Section 3.a above, the vacancy may be filled in order of inverse seniority from the on duty shift. Officers may be held over for up to four (4) hours beginning with the least senior officer who had not most recently filled a vacancy as indicated by the order-in list posted by the Chief or designee. If, after going through the process outlined in Section 3.a, no officer has volunteered for the second half of the vacant shift, the held over officer may be replaced by the least senior officer from the following shift who had not recently filled a vacancy.

## **Section 4**

Employees who work on their regular days off or while on vacation, whether for a full four (4) hours or less, shall be paid not less than four (4) hours at the rate of time and one-half his/her regular hourly rate, with the exception of court time which shall be paid only for hours worked.

## **Section 5**

Any employee called back to work for any duty not contiguous with his/her regular work day shall be paid not less than four (4) hours pay at the rate of time and one half (1-1/2) his/her regular hourly rate provided forty (40) hours are worked. Recall shall occur when any employee has left the Police Department on completion of his/her regularly scheduled work shift.

## **Section 6**

Overtime pay shall not be subject to the minimum hours provisions in Section 5 above, when such overtime results from extending a tour of duty on any regular scheduled shift to properly complete an investigation or work assignment.

## **Section 7**

It may be necessary for the order in of employees on their days off. A "Day Off Order In List" will be maintained by the Chief or his designee. As employees are ordered in on their day off, their name will be placed at the bottom of the list. Day off order ins will be assigned to the least senior employee not having the most recent day off order in.

## **ARTICLE XIX – WORK ASSIGNMENTS - EXTRA DUTY**

### **Section 1**

The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty for which the Town is reimbursed by a third party.

### **Section 2**

All extra duty assignments shall be made by the Chief or his designee.

### **Section 3**

Extra duty assignments shall be given first preference to voluntarily fill the extra duty assignment. Assignment will be first offered to the senior officer with the least accumulated overtime hours.

### **Section 4**

Employees who are not canceled for the contracted work one (1) hour prior to the scheduled start time of the job will be paid four (4) hours pay at a rate of one and one-half (1-1/2) times the prevailing hourly rate of said employee. Employees who are cancelled or relieved from their assignment after arriving at a contracted work site shall be paid for the entire contracted amount of hours for that day at a rate of one and one half (1-1/2) times the prevailing hourly rate of said employee.

## **ARTICLE XX – HOLIDAYS**

### **Section 1**

The following days shall be paid holidays for the members of the bargaining unit:

New Year's Day (1/1)  
Martin Luther King Day (1/15)  
Washington's Birthday (2/22)  
Good Friday  
Easter Sunday  
Memorial Day (5/30)  
Independence Day (7/4)  
Labor Day  
Columbus Day (10/12)  
Veteran's Day (11/11)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day (12/25)

### **Section 2**

The holidays set forth in Section 1 above are scheduled work days in accordance with the normal rotation practice.

All holidays will be paid biannually at a rate of pay of one and one-half their rate of pay at the date of the holiday. Holidays earned prior to December 1<sup>st</sup> shall be paid in the first off pay week cycle following December 1<sup>st</sup>. Holidays earned from December 1<sup>st</sup> through May 31<sup>st</sup> shall be paid in the first off pay cycle following June 1<sup>st</sup>.

## **ARTICLE XXI – VACATIONS**

### **Section 1**

Employees shall be entitled to vacations with pay at the employee's base pay on the following basis:

- a) Ten (10) regular work days of vacation upon completion of each year for employees with one (1) year through five (5) years of full-time service.
- b) Fifteen (15) regular work days of vacation for employees with over five (5) completed years of full-time service. An additional vacation day will be granted for each year of service after five (5) years to a maximum of twenty (20) regular work days of vacation time at ten (10) years of service.
- c) An additional vacation day will be granted for each two (2) years of service after ten (10) years for a maximum of twenty-five (25) regular work days of vacation time at twenty (20) years of service.

### **Section 2**

The employee's anniversary date of hire will be used to determine the amount of vacation time due such employee.

### **Section 3**

In the event of an employee's death, the employee's pro-rata accumulated vacation pay will be paid to the employee's surviving spouse, and/or minor children. In the event the employee has neither a spouse nor children, such payment will be made to the estate.

### **Section 4**

Each employee shall be allowed to accumulate up to twenty-five (25) vacation days.

### **Section 5**

Pro-rata accumulated vacation pay from the date of hire to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the Town, providing the employee gives the Town at least two (2) weeks advance written notice of said employee's desire to terminate.

### **Section 6**

In the event of illness more than three (3) days duration during an employee's vacation period, the employee shall be given an option of charging the sick days to the employee's sick leave, providing a doctor's certificate verifies illness, subject to the approval of the Chief.

### **Section 7**

Vacation time off shall be by seniority. Vacation may be taken a day at a time, with prior approval of the Chief or designee.

a) Vacation bidding consists of three (3) separate procedures:

1. Yearly bidding for vacations;
2. Twelve-week roster cycle for single or multiple day use; and
3. Single use days with prior notice.

b) Personal leave and sick leave are not included in these procedures.

c) Yearly vacation bidding will be pursuant to the following procedures:

Vacation bids will be posted at two time periods for each fiscal year. January 1 through January 31 for all pre bids for the entire preceding fiscal year. For the remaining open (unbid) weeks of the fiscal year, bids will be posted July 1 through July 15.

A maximum of two (2) employees per work week, up to two (2) shifts off per day, to a maximum of ten (10) shifts per week.

A vacation week is defined as a minimum of four (4) regularly scheduled workdays. Pre-bids under the yearly bidding procedure must include four (4) regularly scheduled workdays in a work week

Once all bids are accepted, seniority cannot bump out locked-in bids. Bids are considered locked-in as of the closing of the window period. Bids locked-in as of the close of the bidding period cannot be bumped during the subsequent re-bidding periods.

Once the bids are locked, officers bidding vacation time off during these window periods are locked into these bids and must use that time that is bid off.

The twelve (12) week roster cycle procedure for single or multiple day use will be pursuant to the following procedure:

The Chief of Police or designee shall prepare and post the twelve (12) week work roster at least six (6) weeks in advance of the proceeding twelve (12) week roster schedule.

When the twelve (12) week cycle is posted, all pre-approved vacation weeks (four consecutive days) that were pre-bid and approved as set forth in the "Yearly Vacation Bids" procedure will be marked off.

When the twelve (12) week cycle is posted, the bid shift for days off will remain posted for ten (10) days. When the bid sheet is taken down, days that are bid to be taken off will be approved in order of seniority, from most senior to least senior officer until the maximum of fifteen (15) shifts per week, three (3) shifts per day is reached, including the shifts previously bid under the yearly vacation bid procedure, provided that individuals who have locked in a vacation bids procedure shall be given preference for the Saturday and Sunday immediately preceding the locked-in week. This will be an exception to the three (3) shift per day maximum.

d) Single use days shall be granted pursuant to the following procedures:

When the twelve (12) week cycle bid sheet is taken down, officers may request single use vacation days by written request on forms approved and prescribed by the Chief of Police. Requests will be reviewed by order of date and time received. Single use vacation days and accumulated compensatory time require a seventy-two (72) hour notice. These requests will be approved on a first come basis, provided the maximum allowable shifts off has not been exceeded. Single use days with less than seventy-two (72) hours notice and maximum allowable day and weekly limits will be subject to approval if such request does not disrupt the operation of the police department, when the request has no financial burden to the town, or when there is adequate working manpower available to cover an ongoing or pending workload.

## **Section 8**

Any unit member who has accrued a minimum of fifteen (15) accumulated vacation days will have the option of being paid for a maximum of five (5) days in any fiscal year in lieu of taking such vacation time.

## **ARTICLE XXII – MILITARY LEAVE**

### **Section 1**

All employees subject to this agreement shall be entitled to the rights set forth in C.G.S. 7-461 and 27-33a.

### **Section 2**

All employees subject to this agreement shall be paid the difference between their military pay and their regular base pay for 30 scheduled work days of an employee in any calendar year for military service in the Armed Forces, National Guard or Reserves including: (1) active duty or

training: (2) Reserve field training: (3) National Guard field training: (4) Military drills or meetings for National Guard or Reserve. In no event shall the obligation to pay the difference in pay for days contemplated under Section 7-461, and this agreement to pay for other days of service not contemplated within Section 7-461, require the town to pay such difference in pay for more than 30 total scheduled work days in any calendar year.

### **Section 3**

Employees who serve in the military shall receive any and all benefits mandated by the Uniform Services Employment and Reemployment Rights Act (USERRA), including rights of reinstatement to town employment as specified therein. No other rights or benefits shall accrue to employees serving in the military unless specifically recited herein.

## **ARTICLE XXIII – UNION BUSINESS LEAVE**

### **Section 1**

One (1) member of the Union shall be granted leave from duty at regular pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

### **Section 2**

The Union representative shall be granted leave from duty with full pay for any meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

### **Section 3**

One specified Union member may attend labor conventions and state-wide educational conferences, and shall be granted leave with full pay provided that the member is scheduled for duty at the time. The total leave shall not exceed three (3) working days in any fiscal year. All such leave shall be requested at least one (1) week in advance. Sufficient documentation of formal business or training must be presented prior to approval.

## **ARTICLE XXIV – PENSION**

### **Section 1**

Pension shall be as provided by the Town of Granby Pension Plan (ordinance adopted September 17, 1992). Amendment Number 1 shall become effective February 1, 2000 conditioned upon a town ordinance change.

### **Section 2**

The Union will allow for the voluntary participation or conversion from the Town Pension Plan to the Town's 401a Plan. Additionally, members may participate in the Town's 457 Plan.

**ARTICLE XXV – SAVINGS CLAUSE**

**Section 1**

If an article of any section of the Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other articles or sections or portions thereof which shall be valid.

**ARTICLE XXVI – MINIMUM STAFFING REQUIREMENTS**

**Section 1**

Shift openings to be offered to officer of equal rank to that of officer creating open shift. Coverage to follow guidelines of departmental general orders.

**ARTICLE XXVII – EDUCATIONAL INCENTIVES**

**Section 1**

The Town has established a program of educational incentives for members of the bargaining unit. The program shall consist of a bonus award for employees with degrees according to the following schedule and paid at the beginning of the Fiscal Year.

Sixty (60) Credits	\$400.00
Baccalaureate Degree	\$650.00
Masters Degree	\$850.00
Doctorate Degree	\$1,000.00

If more than one degree is held by an employee, the bonus shall be based upon the highest level degree earned by the employee.

**Section 2**

It is the Town's policy to encourage all employees to advance their education. Where in the course of his or her employment, an employee seeks to enroll in a training program or in a course which in the Town of Granby's sole discretion will allow that employee to better perform service to the Town, the Town agrees to reimburse that employee for tuition and books provided that employee maintained a grade of C or its equivalent and provided that the Town pre-approves and concludes that payment is in the best interest of the Town. In the event the Town finds that reimbursement has been provided for a career change outside of the Town of Granby, the Town may at its sole discretion, within eighteen (18) months following such reimbursement, demand reimbursement from the employee at time of termination. Such reimbursement may be in the form of wage withholdings.

**ARTICLE XXVIII – TRAINING**

**Section 1**

Officers shall be compensated at time and one-half for time spent at such school, course, or seminar in excess of a forty (40) hour work week. Officers attending any training on a thirty-two (32) hour regular scheduled work week shall not be compensated for a total of twenty (20) hours annually on such weeks.

**Section 2**

All mandatory training shift swaps will not incur any financial obligations to the town.

**ARTICLE XXIX – NO-SMOKING POLICY**

**Section 1**

Member employees of this bargaining unit shall follow the Town No-Smoking Policy. Each new employee entering the bargaining unit shall agree to be a non-smoker. Any false statement in this regard may be cause for dismissal.

**Section 2**

Existing employees shall be encouraged by the Union and the Town not to smoke. Such encouragement not to smoke shall not be cause for any grievance under the terms of this Agreement. Employees who do not refrain from smoking as of the effective date of this Agreement shall have the same documented and considered in any claim for Heart and Hypertension benefits.

**ARTICLE XXX – DURATION**

**Section 1**

This Agreement shall be effective upon the date of the last ratifying party's ratification, except as otherwise specified herein, and shall remain in effect until June 30, 2013.

**Section 2**

When a state of emergency is declared by the Town Manager, all provisions of this Agreement will remain in full force and effect. However, complaints arising out of any procedures implemented during such state of emergency shall not be subject to future complaint or grievance.

**SIGNATORY PAGE**

In witness whereof, the parties have caused their names to be signed to this instrument.

TOWN OF GRANBY

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL 581

\_\_\_\_\_  
William F. Smith, Jr., Town Manager

\_\_\_\_\_  
Jeremiah B. Dowd, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date