

AGREEMENT
BETWEEN
THE TOWN OF NEW FAIRFIELD, CONNECTICUT
AND
NEW FAIRFIELD POLICE DEPARTMENT EMPLOYEES LOCAL 2693D
OF
COUNCIL #4, AFSCME, AFL-CIO

Expires on June 30, 2027

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AGREEMENT

This Agreement is entered into by and between the Town of New Fairfield, Connecticut, hereinafter referred to as the "Town" and the New Fairfield Police Department Employees Local #2693D and Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 - GENERAL PURPOSE - NON-DISCRIMINATION

Section 1.01. The parties to this Agreement have completed collective bargaining negotiations with respect to all matters which are subject to collective bargaining. It is the general purpose and intent of the parties hereto that this Agreement will provide harmonious relations between the employees which it covers, the Union, and the Town and that such relations will be stabilized and maintained by the basic terms and conditions set forth herein which both parties have agreed to observe with respect to rates of pay, hours of work and conditions of employment.

Section 1.02. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation, union membership or non-membership or for any other reason prohibited by state or federal law. A grievance alleging a violation of this Section can be filed and processed through Step 2; however, it cannot be processed to arbitration.

ARTICLE 2 - RECOGNITION

Section 2.01. The Town recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following collective bargaining unit: Included: All uniformed and investigatory employees of the New Fairfield Police Department regularly scheduled for twenty (20) hours or more per week. Excluded: The officer holding the second-in-command position.

Section 2.02. The term "employee" and "employees" as used in this Agreement, shall mean respectively each and every employee of the Town for whom the Union is recognized as the exclusive bargaining agent in accordance with Section 2.01 of this Article. Wherever the word "Union" is used in this Agreement, it shall include the term "employee" or "employees" unless expressly provided otherwise or unless the context requires that such term be confined to the Union and its authorized agents and representatives only.

ARTICLE 3 - UNION SECURITY

Section 3.01. Each employee in the bargaining unit may become a member of the Union in good standing.

Section 3.02. Upon receipt by the Town, from the Union, of a written request/authorization on a form approved by the Town, signed by an employee, the Town shall deduct, each pay date, from the wages

due such employee, membership dues and uniform assessments each month. While said request remains in effect and in accordance with the same, and the Town shall similarly deduct the initial initiation fee into Council 4 of any Union members or such employees that have become members of the Union and have not paid said initial initiation fee. Such payments are to be made once a month in the form of a check covering all payments thus deducted, said check to be payable to the order of New Fairfield Police Union Local #2693D, AFSCME, AFL-CIO, and to be mailed or delivered to the designated Secretary/Treasurer, of that Local at New Fairfield Police Department or to such substitute address as the Union shall furnish the Town, in writing, from time to time.

ARTICLE 4 - MANAGEMENT PREROGATIVES

Section 4.01. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained the usual management rights and that the right to manage the business of the Town and direct the working force of the Police Department is vested exclusively in the Town, which right shall include the right to hire, demote and transfer; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable roles to that end which do not affect wages, hours or conditions of employment; to lay-off because of lack of work; to issue rules and regulations; to determine the extent to which work or employment shall be increased or reduced, such as employees' overtime, but subject to the provisions specified herein, including the exclusive right to plan, direct and control the Police operations; to employ Resident State Troopers to supplement the work force as needed; and to change methods, processes, equipment or facilities which do not affect wages, hours or conditions of employment.

ARTICLE 5 - BULLETIN BOARDS

Section 5.01. The Union shall have permission to install a reasonable-sized bulletin board, at its expense, in the locker room of the Police Department, for exclusive use by the Union. Material, other than that relating to the Union business or activities, shall not be posted.

ARTICLE 6 - SENIORITY

Section 6.01. Seniority shall be defined as an employee's length of continuous service in the bargaining unit dating from his most recent date of appointment into said unit.

Section 6.02. Whenever more than one person is appointed to the bargaining unit on the same day, the seniority of each employee, as it relates to others appointed on the same day, shall be determined by their relative position on the entrance examination, with greater 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 6.03. Seniority will be considered lost for the following reasons:

- (a) When a lay-off exceeds two (2) years;

- (b) When an employee is discharged for just cause;
- (c) When an employee voluntarily terminates his employment;
- (d) When an employee fails to report the cause of his absence from work within three (3) days of the start of such absence, except when circumstances caused by sickness or accident make it impossible for him to report or for anyone else to report for him;
- (e) Failure to renew a leave of absence;
- (f) When an employee retires;
- (g) Failure to notify the First Selectman of his intention to work within three (3) working days after delivery of notice or recall sent to his last address furnished by the employee, or, after replying to such notice, failure to report for work on the day scheduled for his return to work;
- (h) Inability to keep a reasonable work schedule;
- (i) When an employee is absent as a result of illness, accident, or injury on the job for a period in excess of eighteen (18) months over a rolling twenty-four (24) month period.

An employee whose seniority is lost for any of the reasons outlined in this paragraph shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

Section 6.04. Layoff. Layoffs shall occur in inverse order of seniority. An employee subject to layoff shall be notified at least four (4) weeks prior to the effective date of the layoff and shall continue on the payroll for at least four (4) weeks after notification.

Section 6.05. Resignation. An employee who resigns shall give the Town a minimum of two (2) weeks' notice.

ARTICLE 7 - PROBATIONARY PERIOD

Section 7.01. A newly hired employee shall be subject to a probationary period commencing with the date of hire and ending eighteen (18) months later. However, a newly hired employee who is a lateral transfer from another police department with five (5) or more years of experience as a police officer shall be subject to a probationary period commencing with the date of hire and ending twelve (12) months later.

A probationary employee may be released by the Town without recourse by the Union during the probationary period. Upon completion of thirty (30) days of employment, such an employee shall be eligible to receive holiday pay and insurance benefits. Days lost from work in excess of a total of five (5) workdays for any reason during the probationary period shall not be counted as part of the probationary period. Upon successful completion of the probationary period, the employee shall obtain seniority status and his seniority shall date back to his date of appointment into the bargaining unit.

Section 7.02. After successful completion of the probationary period, results of the polygraph test taken by the employee shall be placed in a polygraph file and shall not be disclosed publicly except in compliance with State Freedom of Information Act requirements.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.01. A grievance hereunder shall be defined as any dispute arising during the term of this Agreement involving the interpretation or application of a specific provision of this Agreement. Any such grievance shall be processed in the following manner:

STEP 1. The employee, or the Union, within thirty (30) days after the time when the grievant knew or should have known of the event giving rise to the grievance occurred, shall reduce the grievance to writing and submit said grievance to the First Selectman. The First Selectman, within seven (7) days of receipt of the written grievance, shall meet with the grievant and his Union representative to discuss the grievance in an attempt to settle it.

The First Selectman, within four (4) days of said meeting date, shall submit, to the aggrieved employee and/or the Union, a written response. However, if no such written response is received by the grievant and/or the Union, within four (4) days of said meeting date, the grievance shall be deemed denied and the Union may advance the grievance to STEP 2, the Board of Selectmen. (All time periods in the grievance procedure shall exclude weekends and days the Town Hall is closed.)

STEP 2. If a satisfactory settlement of the grievance is not received by the aggrieved employee, and/or the Union, within ten (10) days of receipt of the First Selectman's response, or the expiration of the four (4) day response period of the First Selectman, the grievant, and/or the Union, shall submit the grievance to the Board of Selectmen.

The Board of Selectmen, within ten (10) days of receipt of the grievance, shall meet with the grievant, and/or the Union, to discuss the grievance in an attempt to settle said grievance. A written response shall be given to the grievant, and/or the Union, by the Board of Selectmen, within four (4) days after said meeting.

STEP 3. In the event the grievance is not settled within four (4) days of the meeting with the Board of Selectmen, or at the expiration of the four (4) day response period of the Board of Selectmen, the grievance shall be deemed denied and the Union may, within thirty (30) days thereafter, submit the grievance to the Board of Mediation and Arbitration to be arbitrated according to the Rules of the Connecticut State Board of Mediation and Arbitration. If the Union wishes to appeal an employee termination, the grievance must be filed, within the same thirty (30) days, with the American Arbitration Association (AAA) to be arbitrated according to AAA rules.

Section 8.02. The time limits herein may be extended by mutual agreement between the Town and the Union, or waived, in writing, by the party against whom the grievance is filed. In the event of the Union's failure to timely advance a grievance without agreement to extend the applicable timelines, the grievance shall be deemed waived. Any failure by the Town to respond to a grievance in a timely manner shall be deemed a denial of the grievance and the Union may timely advance the grievance to the next step.

Section 8.03. If requested by the employee and/or the Union, a representative of their choosing shall be permitted at STEPS 1, 2, or 3 of the grievance procedure when there is a criminal case pending which criminal case is related to the grievance and involves the grievant.

Section 8.04. One (1) member of the Union Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of discussing grievances, when such meetings take place at a time during which such member is scheduled to be on duty.

ARTICLE 9 - ARBITRATION

Section 9.01. Only the Union or the Town shall have the right to take a grievance to arbitration hereunder. No employee or employees shall have any such right.

Section 9.02. The arbitrator shall be limited to ruling on the interpretation or the application of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

Section 9.03. The fee of arbitrator and other administrative expenses of the arbitration, if any, shall be shared equally by the parties, but the expenses of either party to the arbitration shall be borne by the party incurring them, including payments to representatives, attorneys, witnesses, etc. However, the Union's expense for the fee of a AAA arbitrator shall be capped at \$3,000.

ARTICLE 10 - DISCIPLINE

Section 10.01. Employees who have completed their probationary period shall not be disciplined, suspended, discharged or otherwise terminated except for just cause.

Section 10.02. If a non-probationary employee is aggrieved by his suspension, discharge, discipline or termination, the Union shall have the right to challenge such action pursuant to the grievance and arbitration procedure hereof as provided in Section 8.01. The arbitrator shall have the right to make whole any employee disciplined.

Section 10.03. In the event an officer is given an official reprimand, either verbally or in writing, a record of which becomes part of the officer's personnel file, which reprimand shall include everything below a suspension and/or loss of pay or benefits, including a negative personnel observation report, said reprimand, and/or negative personnel observation report, shall remain in said personnel file for a period of five (5) years from the date of issuance. If, at the conclusion of the five (5) year period, the type of incident under which the original reprimand was issued does not occur again and/or the employee does not receive a successive negative personnel observation report, the reprimand, and/or the negative personnel observation report, shall be removed from the

officer's personnel file, along with any notes, comments, reports or memos dealing with said issue. Removed materials shall not be used for purposes of progressive discipline. Documentation of performance in the most recent five (5) years shall be given the greatest weight in promotional decisions.

ARTICLE 11 - SICK LEAVE

Section 11.01.

- a) Effective July 1, 1994, employees shall be paid for a maximum of sixteen (16) sick days during the Town's fiscal year. These sixteen (16) sick days shall accrue in addition to sick days already accrued, at the rate of one and one-third (1-1/3) days per month. Sick days accrued, but unused in any year, may, up to a maximum of 150 days, be accumulated for use as required by the employee.
- b) The Town provides a Long Term Disability Insurance Plan which applies in accordance with the terms of the plan after six (6) consecutive months of absence due to non-work related illness or injury resulting in total disability.
- c) The First Selectman or his/her designee may require a doctor's certificate from any employee who uses any sick leave of three (3) or more consecutive days or if the employee has engaged in a pattern of absences, or which may include but not be limited to absences that are tandem to a weekend or holiday. The First Selectman or his/her designee shall request such doctor's certificate if he/she has a good faith belief that the employee is abusing the sick leave program. For the purposes of this section, any sick leave of long duration is defined as an illness or injury of more than five (5) work days. In the case of sick leave of long duration, the First Selectman or his/her designee may require periodic statements about the employee's condition from a physician who is caring for the employee. In any case where the illness or injury results in an absence of fifteen (15) work days, the First Selectman or his/her designee may require the employee to submit to an examination by a Doctor designated by the First Selectman or his/her designee. Said examination shall be at Town expense.
- d) If any illness or injury results in a disability of more than fifteen (15) months duration, unless maximum medical improvement has been reached sooner, the Town shall have the right to retire or discharge the employee if the medical prognosis indicates that the employee will not be able to return to the position that was held prior to the injury or illness.
- e) For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. For purposes of determining an employee's duration period of disability, successive periods of disability separated by less than two (2) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date or disability.
- f) The sick leave benefits of this Section apply to absences due to pregnancy-related disability.

Section 11.02. Payment for sick absence day shall be computed by multiplying an employee's straight-time hourly rate by eight (8).

Section 11.03. To be paid for a sick day, the employee must notify the immediate supervisor, or his designee on duty, as soon as possible, but in no case less than one (1) hour before his scheduled on-duty time, unless circumstances beyond his control prevent him from doing so. Failure to comply with this section will result in ineligibility for sick pay for such day or days.

Section 11.04. Upon separation from service after ten (10) or more consecutive years of service (unless such separation was a discharge for cause) or separation from service due to a job-related disability or in the event of an employee's death, accumulated sick leave up to a maximum of seventy-five (75) days shall be paid at the rate of one-half (1/2) regular day's pay for each day of accumulated sick leave. Such pay shall be based on the employee's pay rate at the time of separation from service. Effective May 24, 2018, the sick day payout for new employees shall be up to a maximum of thirty (30) days shall be paid at the rate of one-half (1/2) regular day's pay for each day of accumulated sick leave. Accumulated sick leave shall not be paid to employees who retire and elect to establish an Individual Retiree Health Insurance Premium Account pursuant to Section 22.04. For the purposes of this Account only, employees may accumulate an additional fifty (50) days of sick leave to a maximum of one hundred twenty-five (125) days.

Section 11.05. Employees who are absent from work as a result of job-related accidents or illness and who are thereby continuously prevented from performing the duties related to their assigned job and who are eligible for and collecting Workers' Compensation shall continue to receive their net weekly straight time earnings, less said Workers' Compensation benefits, for a period up to twenty-six (26) weeks from the date of disablement over a rolling fifty-two (52) week period.

Section 11.06. The Town may provide a temporary modified duty assignment to an employee who has been absent due to long term disability, both work-related and non-work-related, provided the following conditions are satisfied:

- a) The employee provides medical documentation from a physician clearly establishing his work restrictions and his ability to work modified duty; said medical documentation establishes that the employee will be fit for and able to return to full duty without restriction within a certain period of time; the Town may require the employee to obtain a second opinion from a physician selected and paid by the Town; when there is a difference of opinion, a third final and binding medical opinion shall be obtained from a physician jointly selected by the two physicians. The cost of the third opinion shall be shared equally by the Town and the employee.
- b) There is work available within the employee's work restrictions for which the employee is qualified; the Town, the employee and/or the physicians who have evaluated the employee shall consider whether such work is within the employee's work restrictions; the determination of the availability of such work shall be at the sole discretion of the Town.
- c) A modified duty schedule may vary from the employee's regular work schedule, provided there are at least two consecutive days off within the work period unless otherwise directed by a treating physician. For purposes of this Section, the work period shall not exceed eight (8) days. An employee who works more than forty (40) hours in any work period on a modified duty schedule shall be eligible for overtime pay for any hours worked in excess of forty (40).

d) In the event an employee is not fit for full duty within fifteen (15) months, Section 11.01 (d) shall apply.

e) An employee assigned to temporary modified duty shall not be eligible to work any extra duty jobs.

f) Unless an employee working modified duty is assigned, to his/her regular duty, the employee, when absent due to vacation, personal days or T-days, shall not be counted by the Town when enforcing provisions which limit the total number of employees allowed to take such time off.

g) Employees temporarily restricted to light duty due to injury or other incapacity will be eligible for assignment to police/administrative duties at the discretion of Police Department Management.

ARTICLE 12 - HOLIDAYS

Section 12.01. All employees shall receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	State Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Juneteenth	Memorial Day

Section 12.02. Each employee shall have the option of (a) receiving holiday pay for 8 hours per holiday computed at the employee's straight time hourly rate in effect when the holiday occurred or (b) receiving paid days off in lieu of the holidays (T-Days). Effective July 1, 2003, the option to take paid days off in lieu of holiday pay shall be limited to seven (7) T-Days each year. Holidays for which time off is granted to newly hired employees in training at the State Municipal Police Training Academy shall be included in the seven (7) T-Days annual limit.

Option (a). Holiday Pay for T-Days. T-Days are earned at the time the designated holidays occur. Employees may request payment for earned T-Days and shall be paid in the pay period following the request. Any T-Days earned and not used or paid at the employee's request during the period July 1 through December 31 (Independence Day, Labor Day, Columbus Day, State Veteran's Day, Thanksgiving Day and Christmas Day) shall be paid in January. Any T-Days earned and not used or paid at the employee's request during the period January 1 through June 30 (New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Juneteenth, and Memorial Day) shall be paid in July. After the first thirty (30) calendar days of absence, employees do not earn T-Days for holidays which occur during their extended absence except that employees who are absent due to a work-related injury shall continue to earn T-Days for up to twenty-six (26) weeks of absence.

Option (b). Paid Time Off for T-Days. A maximum of five (5) T-Days may be taken off in advance of being earned as days off. Any employee who leaves the Department and has used T-Days that have not been earned shall pay back the Town for such used and unearned T-Days at the rate of 8

hours per T-Day computed at the employee's straight time hourly rate in effect when the T-Day was taken.

Section 12.03. Among employees assigned to patrol, paid leave days may be scheduled so long as two patrol officers remain scheduled to work each patrol shift. For the purpose of this Section, the term "patrol officers" includes all New Fairfield officers (except the SRO when not assigned to patrol) and Resident State Troopers scheduled on a patrol shift; the term "paid leave days" includes T-days, personal days, vacation days and any other paid leave that is scheduled in advance. Vacation requested at least 30 days in advance shall have priority over other paid leave requests. Vacation requests made with less than 30 days notice and other paid leave requests shall be granted on a first come, first served basis. Exception: When a shift is staffed with only two patrol officers and at least one of the officers is a New Fairfield officer, vacation that is requested at least 30 days in advance shall be granted to one New Fairfield officer according to seniority; vacation that is requested with less than 30 days advance notice may be granted to one New Fairfield officer at the discretion of the Department Supervisor.

Section 12.04. Any employee booked off-duty sick on a holiday on which he is scheduled to work shall receive the appropriate holiday pay but shall be charged with the use of a sick day. If the employee does not have accumulated sick leave to cover the lost time, he may still receive the holiday pay, but shall forfeit his next accumulated sick day.

Section 12.05. Any employee who is ordered into work on 4th of July, Thanksgiving, New Year's Day and/or Christmas due to shortage of staff or any other reason shall be compensated at double time his straight-time hourly rate, in addition to the holiday benefits provided under this Article.

ARTICLE 13 - FUNERAL LEAVE

Section 13.01. Funeral leave of four (4) consecutive working days, without the loss of pay, shall be granted to any employee in the event of the death of his spouse, child, stepchild, mother, father, brother or sister. These days are not deducted from the employee's accrual of paid time off. One (1) day of such leave shall be the day of the funeral.

Section 13.02. Two (2) working days of funeral leave, without loss of pay, shall be granted to any employee in the event of the death of his mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law.

Section 13.03. One (1) working day of funeral leave, without loss of pay, may be granted to any employee for the day of the funeral for any person not listed in the above two sections, with the approval of the First Selectman or his designee.

ARTICLE 14 - EXTRA DUTY WORK

Section 14.01. Whenever any person or organization shall seek the services of employees of the Police Department for Extra Duty Work, all such work shall be assigned through the First Selectman,

or his designee, on a rotational, voluntary and non-discriminatory basis and billed through the Town. Such duty shall be assigned on a seniority rotational basis and paid at the rate of time and one-half (1-1/2) the officer's straight-time hourly rate of pay for all work performed for civic groups and schools, time and one-half (1-1/2) the top grade officer's straight-time hourly rate of pay for all such work performed for all other persons, organizations or companies for work performed on Monday through and including Friday, and double-time the top grade officer's straight-time hourly rate of pay for all such work performed on Saturdays, Sundays and holidays. A "civic group" is defined as a non-profit corporation, association or political entity, or any authorized representative of a governmental entity. The July 4th parade will be paid at double time.

All employees performing extra duty work shall be paid for a minimum of four (4) hours and all such rates shall be paid by the organization or person for whom such services are performed. Nothing in this Article shall prevent the use of part-time constables or Resident State Troopers when full-time employees are unavailable or have refused the assignment or the use of entities other than the Town. The performance of these services will not be considered as overtime or counted in computing hours worked under this Agreement.

Employees subpoenaed to attend a deposition or appear in court on a scheduled day off shall be paid a minimum of four (4) hours. Any hours worked beyond four (4) hours will be paid in increments of one (1) hour. For example, if an employee's deposition lasts four (4) hours and twenty (20) minutes, the employee will be paid a total of five (5) hours.

The Resident State Trooper Sergeant or his/her designee shall maintain an order-in list using a rotation to determine which officer is next in line for extra duty assignments.

ARTICLE 15 - RESIDENCY

Section 15.01. Employees shall reside within a twenty (20) mile radius of the border of the Town of New Fairfield.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

Section 16.01 The Town shall provide all uniforms and equipment listed in Appendix B upon hire. Beginning in fiscal year 2023-2024, all employees shall be entitled to \$1,000 of approved necessary replacement equipment and uniforms as well as sunglasses, baseball caps, and high visibility golf shirts (which shirts may be used only for directing traffic in off-duty road jobs and not for regular patrol duty under any circumstances), each fiscal year of this agreement, including the resoling of boots, at Town expense, in voucher form, at Town designated suppliers, except that in the fiscal year of an employee's first year service anniversary, he/she shall be entitled to only \$450.00 in voucher form. The Town shall also purchase up to five (5) bullet proof vest replacements each fiscal year for those officers with vests which exceed the manufacturer's specification. If more than five (5) officers have vests over the specifications, replacement will be determined by the age of the vest and the frequency of its use.

Section 16.02. The Town, at its expense, shall provide for all necessary repairs or replacements of uniforms and equipment damaged in the line of duty, along with dry cleaning.

Section 16.03. Watches and eyeglasses damaged or lost in the line of duty shall be repaired or replaced by the Town, provided such loss or damage is reported to the First Selectman, or his designee, within forty-eight (48) hours of the date of the incident. A limit of one hundred and fifty dollars (\$150) shall be placed on the replacement or the repair of such watches, and a limit of two hundred and twenty five dollars (\$225) shall be placed on the replacement or the repair of such eyeglasses. There shall be a limit of one replacement per year of any necessary damaged or lost eyeglasses or watches.

Section 16.04. Employees shall have discretion to choose either long sleeve or short sleeve approved uniform shirts each day.

ARTICLE 17 - LEAVES

Section 17.01. A leave of absence for up to one (1) year, without pay, may be granted an employee upon showing of good cause, as provided by this Article under the following conditions:

(a) The request for such leave must be made in writing to the First Selectman not less than thirty (30) days prior to the beginning of such leave, whenever possible, or, if such notice is not possible, the employee must give as much notice as possible under the circumstances.

(b) The employee on leave shall be subject to termination if he engages in other employment, unless waived by the Town.

(c) There will be no loss of prior seniority. Seniority will be accrued only during the first thirty (30) days of a leave of absence.

(d) The denial of leave under this section shall be in the discretion of the First Selectman, which shall not be unreasonably denied.

Section 17.02. If an employee fails to return to work upon the expiration of his leave of absence, he may be terminated.

Section 17.03. In the case of the birth of an employee's child, when the employee does not qualify for family leave under federal or state law, the employee shall be eligible for a leave of absence without pay for up to twelve (12) consecutive weeks for childrearing. Such leave shall commence no later than six (6) weeks after the birth of the child.

Section 17.04. Employees shall earn one (1) paid leave day after the completion of a six (6) month period of perfect continuous scheduled work attendance. Any employee that does not call-in sick (which excludes authorized vacation and/or funeral leave or any Military Leave) may use one (1) earned paid day leave for any purpose, subject to advance written approval of each leave. Such leave days shall not be cumulative and must be taken within the six (6) month period following being earned. Written request for use of such earned paid leave day-off must be given no less than one (1) week in advance to the First Selectman, or his designee. Earned paid leave days shall not exceed two (2) days per contract year.

Section 17.05. Personal Leave Days With Pay: In the first year of employment, employees shall be entitled to one personal leave day and, thereafter, each employee shall be entitled to three (3) personal leave days, with pay, in each fiscal year, for business which, by necessity, cannot be conducted during normally scheduled working hours. Advance notice of personal leave day will be given whenever possible. These days are not cumulative and shall be lost if not taken during a fiscal year.

ARTICLE 18 - VACATION

Section 18.01. An employee shall receive a vacation, with pay, as herein provided, in accordance with the length of his continuous employment (not to include leaves of absence taken after July 1, 1977 of over two (2) calendar weeks in a fiscal year) as of his anniversary date of employment:

After completion of six (6) months of continuous employment	3 Working Days
After completion of one (1) year of continuous employment	10 Working Days
After completion of five (5) years of continuous employment	15 Working Days
After completion of ten (10) years of continuous employment	20 Working Days
After completion of twenty-one (21) years of continuous employment	21 Working Days
After completion of twenty-two (22) years of continuous employment	22 Working Days
After completion of twenty-three (23) years of continuous employment	23 Working Days
After completion of twenty-four (24) years of continuous employment	24 Working Days
After completion of twenty-five (25) years of continuous employment	25 Working Days

Section 18.02. Vacation pay for each vacation week shall be computed by multiplying the employees regular straight-time hourly rate by forty (40).

Section 18.03. Employees shall submit written requests for vacation to their supervisor, or his designee, at least thirty (30) days prior to the date of use of the vacation requested, which shall be granted on the basis of seniority, if conflicting requests are submitted. If vacation requests are

Section 18.04. Vacation time cannot be accrued from one fiscal year to the next, except a carry-over into the next fiscal year shall be permitted to a maximum of seven (7) days. In addition, employees may choose to receive up to four (4) days of pay in lieu of vacation time not taken at the end of the fiscal year, to be paid at the employee's regular straight-time hourly rate. Unused vacation time accrued prior to voluntary termination shall be paid on a pro-rata basis at the time of departure if two (2) weeks written advance notice of such termination is given.

ARTICLE 19 - MINIMUM COVERAGE

Section 19.01. The Town shall maintain no less than two (2) patrol officers on duty at all times. The Department Supervisor, shall recall to duty, on an overtime and rotating basis, the number of patrol officers required to maintain the two (2) officer minimum provided for herein. The Department Supervisor, from a rotation call-in list, shall contact the next available off-duty patrol officer, except one who is on vacation, holiday, compensated day off, or any type of leave, and the officer contacted shall be obligated to report for duty. However, said officer shall have the option to get a replacement for himself, but if no replacement officer is gotten, the officer contacted shall report for duty. If the Department Supervisor has failed to secure a replacement for the absent New Fairfield Police Officer to maintain the two (2) officer minimum, then the Town will be deemed to have complied with this provision and will be released from further liability and duty herein. Any certified and qualified police officer, constable or resident state trooper, while on duty and scheduled to work for the Town, exclusive of the SRO when not performing patrol duties, shall count toward the two (2) patrol officer minimum.

Section 19.02. The two (2) officer minimum referenced in Section 19.01 applies to officers assigned to patrol. Therefore, unless assigned to patrol, officers assigned as the School Resource Officer or the Detective shall not count toward the two (2) officer minimum. The PAT-1 state trooper shall not count toward the two (2) officer minimum.

Section 19.03. The Town shall maintain a minimum number of six (6) active New Fairfield police officers at all times, subject to turnover, hiring and certification processes. An active employee shall include any employee who is employed by the Town, including but not limited to employees who are on a leave of absence due to sickness, disability or other reason. If the number of employees decreases below six, the Town shall be deemed to have satisfied this section by actively searching for a sixth employee.

ARTICLE 20 - HOURS OF WORK AND OVERTIME AND WORK ASSIGNMENTS

Section 20.01. The normal work week shall commence Sunday at 0001 Hours and terminate Saturday at 2400 Hours and shall consist of work shifts averaging forty (40) hours a week over a year. However, neither this provision, nor any other provision of this Agreement, shall be construed as a guarantee, by the Town, of any amount of work in any period, or of payment for any time not worked.

Section 20.02. Each hour worked in excess of regularly scheduled hours per shift shall be deemed "overtime" and shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate.

In no event shall payment be made of both daily and weekly overtime pay for the same hours worked. Officers who are called back to work after the termination of their regular tour of duty shall work not less than four (4) hours and shall be paid at time and one-half (1-1/2) for such call-back work, but not less than four (4) hours. It is agreed that the preceding sentence does not apply to early call-in before, nor holdover after, the normal work shift.

All officers are eligible for overtime assignments provided they are qualified to perform the overtime work. In the rotation of overtime, detective and patrol overtime hours shall be included in the total charged to each officer. All shift overtime opportunities shall be offered first to New Fairfield Police Officers before Resident State Troopers are scheduled for overtime. However, the department supervisor may schedule Resident State Troopers for overtime for any vacant slot that remains open after it has been posted for one week.

Section 20.03. It is understood and agreed that the provisions of this Article setting forth the normal hours of work shall not be construed as limiting the Town in any way in scheduling hours. Employees are expected to work overtime when such work is required by the Town.

Section 20.04. The regular work schedule for employees who are attending the State Municipal Police Training Academy, or an equivalent program, to obtain police officer certification shall be the days and hours established by the Academy. Unless otherwise agreed between the parties, the regular work schedule for certified officers shall be posted no less than thirty (30) days prior to implementation. The regular work schedule shall include a reasonable period for meal time and shall be as follows:

(a) Patrol Work Schedule:

1. 5 days on, 3 days off, followed by 5 days on, 3 days off, followed by 5 days on, 2 days off, 8.5 hours per shift scheduled as follows:

Night Shift: 2300 hours to 0730 hours

Evening Shift: 1500 hours to 2330 hours

Day Shift: 0700 hours to 1530 hours

Alternate Shifts: 0630 to 1500 hours and 1430 hours to 2300 hours

2. Shift assignments shall be made every 6 months, commencing with the start of the work periods closest to October 1st and April 1st. Employees shall be eligible to bid their shifts after

they have worked at least eighteen (18) months beyond the date they have completed the FTO Training Program. Once eligible, employees shall bid in the next shift bid following the date of eligibility.

3. Police Department management determines the allocation of patrol positions across the shifts. Subject to the number of positions allocated by management, positions available for bid shall be distributed as equally as possible across the shifts. Notwithstanding the foregoing, a minimum of two (2) positions shall be allocated to the night shift; a minimum of two (2) positions shall be allocated to the evening shift; and a minimum of three (3) positions, exclusive of the SRO position, shall be allocated to the day shift even when the number of employees eligible to bid their shift is less than nine (9). Employees who are not eligible to bid their shifts shall be assigned to shifts by management and shall not rotate shifts more frequently than every 28 calendar days. Such assignment shall be made when an employee is hired and each October 1st and April 1st thereafter, consistent with the shift bid, period. Where shifts rotate as set forth herein, they shall rotate on a days-evenings-midnights, forward rotation.

4. Among employees eligible to bid shifts, shift preferences shall be observed in accordance with the employees' seniority, provided, however, Police Department management may adjust shift assignments to reassign employees to fill vacancies existing for 30 calendar days or more and to resolve personality conflicts among employees on the same shift so long as the conflicts are acknowledged by both the Town and the Union. Shift assignments may also be adjusted for special assignments pursuant to Section 20.07 of this Agreement.

Employees shall be given bid priority over Connecticut State Troopers once Trooper Artes retires unless doing so would violate the contract between the Town of New Fairfield and the State of Connecticut.

5. In the event it becomes necessary to adjust shift assignments, management shall seek volunteers first. If there is more than one volunteer, the most senior volunteer shall be reassigned. If there are no volunteers, the least senior employee on the shift shall be reassigned.

6. The Town is not responsible for additional compensation to employees whose work days and days off are changed as a result of bidding their shifts. Employees who have gained time off will swap with employees who have lost time off to equalize time worked.

(b) School Resource Officer Work Schedule:

1. When school is in session, Monday through Friday, 8 hours per day to encompass the school day; the School Resource Officer may work flexible hours when required by a specific assignment and approved by the Town.

2. When school is not in session, the School Resource/D.A.R.E. Officer shall work the patrol schedule as assigned to straight days, straight evenings or straight midnights.

3. The officer assigned to the position of SRO shall receive five (5) compensatory days for each academic year in which he holds the SRO position. These compensatory days are non-accumulative and must be used in the fiscal year during which they were earned, except that a maximum of two (2) compensatory days may be carried over to the next fiscal year.

4. The SRO shall be available for patrol duty as needed to respond to public safety needs which result from emergencies, inclement weather and youth activity.

(c) Detective Work Schedule:

1. Monday through Friday.
2. 8 hours worked between 0800 hours and 2000 hours.

Section 20.05. One employee may substitute for or swap with another employee subject to the following provisions:

- a. Such substitution or swap shall not impose additional cost to the department.
- b. The Town has reasonable sufficient advance notice; any major swap, defined as a swap of five consecutive shifts or more, shall require the employee requesting said swap to give the Town one weeks notice.
- c. No employee as a result of the swap, is scheduled to work more than 7 consecutive days without a day off.
- d. All employees requesting swaps must waive any claim for overtime as a result of said swapping of shifts.
- e. Each employee is limited to a maximum of 20 shifts swapped within each six month bid period.

Section 20.06. There shall be no pyramiding of overtime, so that overtime paid on one basis shall not be paid on another basis.

Section 20.07. The regular work schedule, as specified in Section 20.04 above, may be changed for purposes of "Special Assignments" as follows:

1. For attendance at schools or training;
2. Investigations and/or background checks applicable to the hiring procedure;
3. An employee's follow-up investigation(s) regarding the employee's case;
4. Upon receipt of information by an employee, the First Selectman, or his agent, which requires immediate action involving criminal activity;
5. When it is required by the Town, as a result of an employee's special knowledge, expertise or training;
6. When a special assignment is made on a regularly scheduled working day, payment shall be at straight-time. When a special assignment is made on an employee's regularly scheduled day off, payment shall be at the overtime rate for that employee.

7. Special Assignment(s) shall not be utilized to create a promotional position.

8. Up to three employees may be designated as union officials who attend contract negotiations. If any of these employees is scheduled to work on a day when contract negotiations are being held, they will be placed on special assignment for the portion of the shift that coincides with the contract negotiation session, provided that the Town will not incur any additional costs or overtime in complying with the staffing provisions of this agreement. Such employees will assume their regular duties for the remaining portion of the shift, both prior to and following the negotiation session. This provision does not limit the Union's right to have additional members or representatives attend the negotiation sessions who are not covered by this paragraph.

Section 20.08. The Town, at its discretion, may create a position of "Administrative Officer" which shall have the same schedule of work hours as that of the day shift Supervisor. The most senior officer of the department shall be assigned to said position. He shall, in addition to his duties of "Administrative Officer", be included as part of the minimum coverage of Article 19 and shall perform his normal police functions. If and when the Town intends to create the "Administrative Officer" position, this Section shall be reopened for negotiations and the negotiations shall be concluded before an employee is assigned to the position.

Section 20.09. Between the period of 0001 Hours on Sunday to 2400 Hours Saturday, art employee shall not work in excess of seventy (70) hours, not including Extra Duty. Employees shall not work more than fourteen (14) consecutive days, without a day off, excluding Extra Duty.

Section 20.10. All employees who participate in scheduled in-service training or seminars mandated by the Town of New Fairfield shall receive, at the employee's option, subject to the annual 80 hour compensatory time limit: compensatory time-off or monies at the rate of time and one-half (1-1/2), if the training hours and related reasonable travel time occur at any time other than the employee's regularly scheduled shift. Employees who participate in approved, voluntary training shall receive either compensatory time-off or monies at the rate of time and one-half (1 1/2) at the Town's option.

Section 20.11. Each year, up to a maximum of eighty (80) hours of earned compensatory time off may be elected in lieu of overtime pay by the employee for use at his convenience unless such use would result in a hardship for the Town. Up to a maximum of seventeen (17) hours of earned compensatory time off may be carried over from one fiscal year to the next. Any other compensatory time remaining on the books as of June 30th will be paid.

Section 20.12. Assignment of School Resource Officer and Detective. The School Resource Officer (SRO) and the Detective shall be assigned at the option of the Town to a one year term which may be renewed for successive one year terms. Any employee selected for such assignment may refuse it. Within the one year term, either the Town or the employee assigned may request to be relieved of the assignment and such request shall be granted if there is mutual agreement between the Town and the employee. The Town shall make training available to a New Fairfield officer in order to qualify that officer for a vacant SRO position, provided that officer has a satisfactory work record and is acceptable to the First Selectman and the Superintendent of Schools to fill the vacant SRO position. If no New Fairfield police officers are qualified and available for the SRO position, the assignment may be given to a qualified Resident State Trooper.

Section 20.13. FTO. The Town and the Union recognize that the Resident State Trooper and/or the Executive Officer are able to ride with any of the Patrol Officers, Field Training Officers (FTOs)

and/or recruits. In the event that no Field Training Officer (FTO) is on duty when a recruit is scheduled to work, and the Town decides to assign the recruit to supervised patrol activity, all FTOs on the rotational list will be given an opportunity to perform the supervisory work before either the Resident State Trooper Supervisor and/or the Executive Officer may perform such work. The term "Field Training Officer (FTO)" includes both qualified New Fairfield police officers and qualified Resident State Troopers. New Fairfield FTOs shall be offered FTO overtime assignments before such assignments are offered to state trooper FTOs.

ARTICLE 21 - WAGES

Section 21.01 The wage schedule is set forth in Appendix A. Newly hired employees may, in the discretion of the Board of Selectman, be given service credit for employment experience gained prior to such employee's most recent date of hire. Said service credit shall apply only for purposes of placement on the salary scale and the vacation schedule.

Modify the wage schedule set forth in Appendix A as follows:

Retroactive payment to July 1, 2023, for employees on the payroll as of execution – 2.5%

Upon execution, employees' wages will be adjusted prospectively based on a \$500 wage adjustment.

In addition, upon execution, the wage scale steps will be modified as set forth in Appendix A.

July 1, 2024 – 2.5%

July 1, 2025 - 2.5%

July 1, 2026 - 2.5%

Wages shall be paid weekly. However, the Town at its discretion can change to a bi-weekly payroll period.

Section 21.02. Tuition Reimbursement. The employee shall be reimbursed for all costs of tuition and books for all college level courses in Criminal Justice or related fields, completed with a grade of "B" or better, or its equivalent, upon presentation of an official grade report and relevant receipts, not to exceed four (4) courses and/or a total of One Thousand Dollars (\$1,000) in any fiscal year. The decision as to whether a course qualifies for reimbursement is at the sole discretion of the First Selectman or designee.

Section 21.03. Longevity: Each employee shall be paid the following annual longevity, payable on the employee's hiring anniversary date:

Completion of 5 years of Service - \$400

Completion of 10 Years of Service - \$550

Completion of 15 Years of Service - \$700

Completion of 20 Years of Service-\$1,000

Section 21.04. Specialty Pay. The following specialties shall be recognized:

<u>Certification Required</u>	Field Training Officer Fire Arms Instructor Defensive Tactics Instructor DWI Instructor SRO/D.A.R.E. Officer NHTSA-Certified Car Seat Technician
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<u>No Certification Required</u>	Fleet Maintenance Evidence Room Technician
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The opportunity for specialty assignments shall be posted and New Fairfield police officers and Resident State Troopers shall be given an opportunity to volunteer, with New Fairfield police officers having the first option to perform the duties. Qualified New Fairfield police officers who receive specialty designations by the Town shall be paid \$75 per month for each specialty. Specialty pay shall be accumulated and paid once each year in the first pay period of December. Employees must actually perform the duties of the specialty assignment in order to get paid the stipend under this section.

Section 21.05. The Town shall pay each employee weekly or bi-weekly at the Town's discretion, and any overtime worked in one work week shall be paid the next following pay day.

Section 21.06. An officer's straight-time hourly rate shall be determined by dividing this annual salary by 2080 and rounding to the nearest cent. The weekly salary shall be determined by dividing the employee's annual salary by fifty-two (52) weeks and rounding to the nearest cent. The daily rate shall be determined by dividing by five (5) the employee's weekly rate of pay, rounding to the nearest cent.

ARTICLE 22 - INSURANCE

Section 22.01. Insurance Coverage. The Town shall provide the following insurance for each employee:

Health Insurance.

Employee Cost Share: 16% for Dental and Medical Plans (uncapped). Effective upon the execution of this Agreement, which expires on June 30, 2027, 17% for Dental and Medical Plans (uncapped). Effective July 1, 2024, 18% for Dental and Medical Plans (uncapped). Effective July 1, 2025, 19% for Dental and Medical Plans (uncapped). Effective July 1, 2026, 20% for Dental and Medical Plans (uncapped).

(a) As the only health insurance plan, the Town shall offer a qualified High Deductible Health Plan (HDHP) with a Health Saving Account (HSA). The HDHP shall have the following features:

(1) Deductible: \$2,000 for single
\$4,000 for employee plus spouse and/or family

(2) Coinsurance: 90%/10% for in Network after deductible 70%/30% for Out of Network after deductible

(3) Out of Pocket Max:
\$3,000/\$6,000 for In Network Services (including the deductible)
\$4,000/\$8,000 for Out of Network Services (including the deductible)

(4) Employer Contribution into the HSA:
The Employer shall contribute 60% of the deductible (\$1,200 single; \$2,400 family) during the employee's first year in the HDHP and 50% (\$1,000 single; \$2,000 family) each year thereafter. The Employer shall make 100% of its share of the HSA contribution upon an employee entering the health insurance plan. Thereafter, it shall fund $\frac{1}{2}$ of its contribution on July 1 and the remaining $\frac{1}{2}$ of its contribution on or about January 1. The Employer's contribution shall be pro-rated for employees hired mid-year.

(5) The Town shall use allocation rates, as calculated by its insurance consultant, to determine the employees' premium cost share contribution.

(6) Prescriptions

- Treated like any other medical expense up to the deductible.
- Retail RX: \$15/\$30/\$45 after the deductible up to out-of-pocket max.
- Mail Order RX: \$15/\$60/\$100 after the deductible up to out-of-pocket max.

(7) Retirement or COBRA

The Town shall not contribute into the HSA for employees who retire or who leave employment.

(8) Proration of Contribution into the HSA

The Town shall prorate its contribution of its share of the deductible into the HSA for employees hired mid-year (after July 1 and before June 30) based upon the number of months into the year the employee is hired. For example, for an employee hired in September, the Town shall contribute 9/12 or 75% of its share of the deductible into the HSA in accordance with the schedule above.

(9) Mirror HRA

For those employees who are not eligible to participate in the HSA, a mirror HRA will be provided.

The employee premium share amount shall be paid by payroll deduction.

(10) For those employees who retire before July 1, 2015 and who elect to receive retiree insurance benefits pursuant to Section 22.04, the retiring employee may continue to receive insurance benefits under the plan in which he or she was enrolled prior to retirement, subject to all premium costs shares, copays and other costs required by the Collective Bargaining Agreement and the insurance plan.

Life Insurance. The Town, at Town expense, shall provide each employee with group life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000).

Section 22.02. The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion of the employee's share of health insurance premiums from the employee's taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom, except for available remedies, if any, pursuant to M.E.R.A. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

Section 22.03. The Town retains the right to change or add carriers, plans and/or designs and/or to fully insure in whole or in part for such insurance as long as the benefits remain substantially equivalent when viewed as a whole.

Section 22.04. Individual Retiree Medical Insurance Premium Account

(a) Eligibility. To be eligible for the retiree medical insurance benefits described in this Section, an employee, upon his/her retirement date,

1. must be receiving a normal retirement benefit under the MERF Plan B and must have served at least 25 years of continuous service in the New Fairfield Police Department; OR
2. must be receiving a disability retirement benefit under the MERF Plan B and, in the case of a non-work-related disability, must have served at least 10 years of continuous service in the New Fairfield Police Department; this requirement shall be met when the state retirement commission determines that an employee qualifies for a disability retirement allowance because he or she is permanently and totally disabled from engaging in any gainful employment in the service of the municipality due to a disability arising out of and in the course of his employment, and not from willful misconduct or intoxication; eligibility will continue as long as the state retirement commission recognizes the continuance of the disability; AND
3. must have irrevocably waived entitlement to any and all payments due for accumulated sick leave pursuant to Section 11.04 of this Agreement.

(b) Benefit. Coverage in the medical insurance plan which the Town provides to its active bargaining unit employees, as such plans are amended from time to time pursuant to any successor collective bargaining agreement, shall be continued for both the retired employee and the retired employee's spouse at the time of retirement until each of them reaches age of eligibility for Medicare or otherwise qualifies for Medicare. If optional benefit plans are provided, the option selected at the time of retirement may not be changed by the retiree or the retiree's spouse unless the medical plan provisions are modified by a successor collective bargaining agreement or the desired change would result in a cost savings to the Town. The benefits as set forth in this Section shall be vested in each employee upon retirement pursuant to the eligibility requirements set forth in subsection (a) of this Section.

(c) Funding

1. The Town shall establish an Individual Retiree Medical Insurance Premium Account (the "Premium Account") by creating a paper non-interest bearing account in the name of the employee with a credit balance equal to the employee's daily rate at the time of retirement multiplied by the number of accumulated sick leave days up to a maximum of 150 days.

2. The retired employee and/or spouse shall make timely monthly payments in the amount of 25% of the premium cost amount. Medical insurance coverage will cease for both, the retired employee and the retired employee's spouse when each of them reaches age of eligibility for Medicare or otherwise qualifies for Medicare. If, prior to that date, the Premium Account balance has been exhausted, the retired employee and/or the retired employee's spouse may elect to continue medical insurance coverage by making timely monthly payments of 50% of the premium amount.

3. The premium amount shall be based upon the aggregate COBRA rate if the Town's medical insurance plans are self-insured, or upon the monthly fully insured premium rate. The premium amounts are subject to adjustment as such rates increase or decrease.

4. The Town's payments shall cease in the event the retired employee obtains comparable medical insurance from a subsequent employer or a retired employee receiving a disability retirement benefit no longer qualifies for such benefit as determined by the state retirement commission.

5. No payments shall be due for any balance remaining in the Premium Account after the retired employee and the retired employee's spouse have reached the age of eligibility for Medicare or have otherwise qualified for Medicare or have died. Further, payments made for the retired employee's spouse shall cease in the case of divorce from the retired employee or remarriage after the retired employee has died. Any such balance shall be reduced to zero and the Premium Account shall be closed.

ARTICLE 23 - PENSION PLAN

Section 23.01. Effective July 1, 1987, the provisions of the Connecticut Municipal Employees Retirement Fund B, Chapter 113, Section 7-425, a seq. Conn General Statutes, in effect on July 1, 1987, and as said provisions may from time to time be amended by the General Assembly or successor collective bargaining agreement, shall be fully applicable to each employee in the employment of the New Fairfield Police Department on or after July 1, 1987, and shall, be deemed to have been covered by said Fund B from the first date of his hire for all pertinent purposes including, but not limited to, membership in said Fund, "pay" "service" and "continuous service" as those terms are used in Part II of Chapter 113 Connecticut General Statutes, and eligibility for benefits, payment of benefits, and retirement as provided in said Part II of Chapter 113. The Town shall do anything and everything necessary to adopt the provisions of Fund B and qualify all present and future employees for coverage thereunder, as of the first date of hire, including, but not limited to payment of a sum of money that is sufficient in the opinion of the Coordinator of the State Municipal Retirement System, to fund the past service liability or accrued liability created by extending the coverage of Fund B to the first date of hire with respect to each employee, hired prior to July 1, 1987, as provided herein. Said payment for past service, in the discretion of the Town, shall consist of either a lump sum payment,

to be made on or before July 1, 1987 or amortized payments made annually over a period of thirty years. Employees shall not be obligated to make contributions to said fund in order to obtain any of the retirement benefits provided for therein, except as required by state statute, and except that, all present employees who have monies in the current Town Pension Plan shall sign to release said funds to the Town to offset the past service liability of Fund B. The survivor and dependent benefits provided for in said Connecticut Municipal Employees Retirement Fund B shall become fully applicable at 12:01 A.M. on July 1, 1987, and insofar as such survivor and dependent benefits may be contingent upon length of service of the deceased employee, any employee hired prior to July 1, 1987 shall be deemed to have "service" or "continuing service" from the first date of his hire up to and including the date of his death.

ARTICLE 24 - GENERAL PROVISIONS

Section 24.01. All employees shall have the right to review their personnel files upon reasonable request to the First Selectman at such time the Town Hall is open to the public. Such request shall be granted within five (5) days of the date of a written request to the First Selectman. Employees shall receive a copy of all communications that are to be entered into their personnel files.

Section 24.02. Any employee shall have the right to hold a part-time job outside of the Police Department, providing the part-time job is not one which is in conflict with the department, or is a conflict of interest, or reduces the efficiency of the department or a member thereof. Employees who may elect to work part-time outside jobs shall, however, be subject to recall and shall report for duty with the Police Department in cases of emergency. When working at a part-time job, the employee shall advise the supervisor or an on-duty officer of his whereabouts, such notification shall be done every three (3) months, in the event the employee is needed for an emergency.

Section 24.03. In order to improve department morale and to discuss items of mutual interest, the Union agrees to meet monthly with the Selectmen. It is felt that frequent mutual discussions of issues affecting personnel in the department will promote better understanding and provide for smoother operation of the department.

Section 24.04. Any member of the Department injured or otherwise disabled while making or attempting to make an arrest, or in the performance of official police duties during off-duty time, shall be treated as if on duty for purposes of available injury benefits or death benefits, as provided by insurance.

Section 24.05. If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and/or Sections or portions hereof which shall be valid unless they have direct connection and bearing on each other.

Section 24.06. This Agreement may be reopened at the request of the Town for negotiation of changes to accommodate the creation of an organized police department. The parties acknowledge that no changes in this Agreement would be implemented until the organized police department comes into existence.

Section 24.07 - Substance Abuse Prevention and Testing. Employees shall be subject to the Substance Abuse Policy of the Town which is applicable to employees who are not covered by the

Federal Omnibus Transportation Act. In addition, employees may be subject to random testing for use of alcohol and controlled substances. Each employee who is notified must proceed to the test site immediately. If an employee is subject to testing off-site, the employee will be given an opportunity to change into civilian clothes before proceeding to the test site whenever possible. If a second test of the split sample is requested by the employee and the results of that test are negative, the Town will pay the cost of the second test. If the results are positive, the employee will pay the cost of the second test.

Section 24.08. All announcements for law-enforcement-related schools and courses received by the Department shall be posted for all employees to view.

Section 24.09. No Side Letters of Understanding or Memorandums of Agreement, other than those signed contemporaneously with this Agreement, shall be continued with the exception of the following:

- a) Memorandum of Understanding Re: Union Meetings
- b) Memorandum of Understanding Re: Audio Recording
- c) Settlement Agreement Re: Procedure for Authorization to Purchase Police-Related Equipment.

ARTICLE 25 - DURATION

Section 25.01. This Agreement shall become effective when signed and shall remain in full force and effect until midnight, June 30, 2027 and shall be continued in effect from year to year thereafter, unless notice of termination or a desire to modify this Agreement is given in writing by either party, such notice to be given by registered or certified mail, return receipt requested, at least one hundred twenty (120) days before said expiration date or any subsequent anniversary date of the same period.

Section 25.02. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless by mutual agreement, however, the Town agrees it shall not unilaterally implement, during the term of this Agreement, any change, not de minimus, which affects wages, hours or conditions of employment which are mandatory subjects of negotiations. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representative(s).

ARTICLE 26 - APPEARANCE

Section 26 — All officers must present a generally neat appearance. If worn, mustaches and beards must be neatly trimmed and tidy.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 6 day of May, 2024.

TOWN OF NEW FAIRFIELD



NEW FAIRFIELD POLICE EMPLOYEES,
LOCAL NO. 2693D, COUNCIL #4,
AFSCME, AFL-CIO



APPENDIX A

WAGES

Retroactive Pay

		Effective Upon Execution And
Service	Effective 7/1/2022	Retro to July 1, 2023*
4 Years	\$ 75,852.00	\$ 77,748.30
5 Years	\$ 79,888.00	\$ 81,885.20
6 Years	\$ 85,637.00	\$ 87,777.93

* For employees on the payroll as of execution. Retroactive pay is based upon a 2.5% increase to the July 1, 2022 rate.

Pay Scale After Execution

	Effective Upon Execution - Wage			
Service	Adjustment*	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026
1 Years	\$ 78,248.30	\$ 80,204.51	\$ 82,209.62	\$ 84,264.86
2 Years	\$ 82,385.20	\$ 84,444.83	\$ 86,555.95	\$ 88,719.85
3 Years	\$ 88,277.93	\$ 90,484.88	\$ 92,747.00	\$ 95,065.68

* New Wage Upon Execution based upon a \$500 adjustment.

APPENDIX B
PERSONNEL EQUIPMENT

The following items may be purchased in accordance with the stipend set forth in Section 16.01.

1 Hat—fall	1 Shield (hat)
1 Hat - rain cover	1 Handcuff Case
4 Shirts LS	1 Holster
4 Shirts SS	3 Keepers
6 Trousers	1 Cartridge Carrier
1 Bullet-Proof Vest	1 Set of handcuffs
1 Belt, Trouser	1 Flashlight w/batteries
3 Ties (black in color)	1 Spring light-weight jacket
2 Tie Clasps	2 Uniform Shields (breast badges)
1 Gloves	1 Set collar insignias
2 Name Tags	1 pair of Uniform Shoes, Police issue, (maximum-\$300 Value)
1 Storm Coat	External vest and base shirt
1 Storm Boots	

1 ID Card w/photo

Fleece Coverall

1 Winter Storm Jacket

1 Traffic vest

1 Pepper Spray

1 Expandable Baton

1 Metal Clipboard

Winter Thermal Underwear

1 Duty Belt

1 Pepper Spray Holder

1 Expandable Baton Holder

1 Duty Bag

5 Black T Shirts*

1 Winter Hat

*All Officers shall wear black t-shirts.

Employees may purchase items not specifically listed above with approval from the Resident State Trooper Sergeant.

Any new shoes paid for by the Town under this contract shall have either lug bottoms or vibram soles or Town approved equivalent. In no case shall any such shoes have smooth soles. The store receipt submitted for payment shall indicate the type of soles before it is authorized for payment by the department supervisor. All officers reporting for work in uniform shall wear shoes with lug bottoms or vibram soles or Town approved equivalent. Exceptions for unusual circumstances may be granted by the First Selectman in writing.

Side Letter Regarding Additional Vacation Service Credit

During negotiations of the successor collective bargaining agreement for the period July 1, 2010 through June 30, 2014, the Town and the Union agreed to credit the following police officers with years of service on the vacation schedule in addition to their years of continuous service since their date of hire with the Town. This additional credited service is recognized solely for the purpose of the application of the vacation schedule set forth in Section 18.01 and will be effective in the vacation year commencing July 1, 2010 and in each vacation year thereafter.

Employee Name Number of Years of Additional Vacation Service Credit

Doug Lange	5
Mike Corrigan	4
Oscar Johnson	4