AGREEMENT BETWEEN

THE TOWN OF MADISON

AND

AFSCME COUNCIL 15, LOCAL 1836

**July 1, 2012 — June 30, 2016**

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## PREAMBLE

This Agreement entered into by the Town of Madison, hereinafter referred to as the Town, and AFSCME Council 15, Local 1836, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms working conditions or conditions of employment.

## ARTICLE I
## RECOGNITION

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time permanent investigatory and uniformed members of the Police Department with authority to exercise police powers, exclusive of the Chief, the Deputy Chief and the Captain.

Section 2. Definition: "Employee", "member" or "officer" shall mean a regular employee or a probationary employee. "The Town" shall mean the Town of Madison, the Board of Police Commissioners, the Department, the Chief, the Deputy Chief, the Captain or an employee in charge and acting on behalf of the Town, as appropriate. "He", "him" or "his" shall mean "she" or "her" where appropriate. The constituent elements of the definition "The Town" may change due to charter revision and/or reorganization. Any such change will correspondingly amend those contractual provisions referring to such elements, with the duties and authority of the new, altered or eliminated entity vesting in its successor or other body selected by the Town as part of such change.

## ARTICLE 2
## DUES DEDUCTION

Section 1. During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or within thirty-one (31) days of their date of employment by the Town, whichever is later, as a condition of continued employment, either become or remain a member of the Union or, in lieu of Union membership, pay to the Union a service fee which shall not exceed the proportion of Union dues uniformly required of Union members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

Section 2. These deductions will be made on the same payday of each month as specified by the Town and agreed to by the Union.

Section 3. In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that month.

Section 4. When employees' dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he is not paid, and such employee returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his dues.

## ARTICLE 3
## UNION SECURITY

Section 1. All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union in good standing.

## ARTICLE 4
## SENIORITY

Section 1. Seniority shall commence on the day that the employee begins to work as a paid, regular, full-time employee of the Department, except as provided in Section 3 below.

Section 2. An employee's seniority shall only be broken and he shall forfeit all rights and benefits under this Agreement if he (1) voluntarily resigns and quits; (2) is discharged; (3) takes a leave-of-absence for more than one year, unless the leave is for military service or educational programs approved by the Board of Police Commissioners.

Section 3. No employee shall attain seniority rights under this Agreement until he has been continuously employed by the Town, as a full-time, uniformed member of the Department for a period of twenty-four (24) months, and has completed his required training at the Municipal Training School or P.O.S.T. Academy (if required) and has received P.O.S.T. Certification, which time shall be counted towards the twenty four (24) months. A certified officer with more than five (5) years continuous service shall be on probation for eighteen (18) months. During such period, the employee shall be on probation and may be discharged by the Board of Police Commissioners. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, and acceptance as a regular member of the Department, his seniority shall date back to the date of his/her original employment with the Department.

Section 4. Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank. Whenever more than one person is appointed to a rank on the same day, the seniority of each individual shall be determined by their relative positions on the final promotional ranking, as determined by test scores, with the greatest seniority being granted to the individual standing highest on the list of persons promoted and so on down in that order.

Section 5. Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed on the same day shall be determined by their relative positions in their grades at the municipal police school or in the case of those with prior police experience length of time in another agency, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed or having the most prior experience and so on down in that order.

Section 6. In the event of reduction in the force, layoff shall be in inverse order of seniority and any recall to work shall be by seniority.

## ARTICLE 5
## HOURS OF WORK

Section 1. Patrol Scheduled:

a. Each employee who has completed his or her probationary period and has been assigned to the Patrol Division shall be assigned to a twelve (12) week five (5) days on and three (3) days off schedule on a nine (9) hour day, which will be bid by rank seniority. In addition to the 5-3 schedule, employees shall be required to work four (4) training days without additional compensation.

b. The Chief shall determine the number of positions available on each shift and the days off for each position. The Chief shall post one Schedule for all employees, at least fifty-six (56) days before the beginning of the Schedule.

c. Each employee's shifts and rotating days off shall remain unchanged for the twelve (12) week period, except:

1) by agreement between the Chief and the employee;
2) as necessary to meet the reasonable needs of the Town as determined by the Chief and the needs of the department;
3) as needed to replace an employee on any extended absence, other than vacation, in which case the position will be offered to
4) by mutual change of tour between employees. A mutual change of our between employees of the same rank shall be granted only with the express permission of the Chief of Police or his designee as long as overtime is not

incurred.

d. The Chief may assign probationary employees to any shift with any days off for periods of at least one (1) week at a time. These assignments may be changed at any time by agreement between the Chief and the employee, or changed by the Chief with at least seven (7) days notice to the probationary employee and the Union. For purposes of this section only, the probationary period for employee with at least five (5) years of experience in law enforcement immediately prior to becoming employed by the Town shall be considered to be one (1) year for shift assignment purposes.

e. Experimental rotations can be implemented for trial periods not to exceed twelve (12) months if mutually agreeable to both the Union and the Town.

Section 2. Lunch and Coffee Breaks: During each nine (9) hour tour of duty each employee shall be allowed thirty (30) minutes for lunch and two (2) ten-minute coffee breaks, during which time he shall be available if needed.

## ARTICLE 6
## RATES OF PAY

Section 1. Each employee shall be paid according to attached Appendix A.

Each probationary officer with less than one (1) year of service shall be paid at Grade B.

Each probationary officer with more than one (1) year but less than two (2) years service shall be paid at Grade A.

Each officer who successfully completes his or her probationary period shall be promoted to a patrol officer and paid at Grade B.

Each patrol officer with three (3) or more years of service shall be paid at Grade A.

Regular employees hired after the effective date of this Agreement with prior service as a regular State, Federal or Municipal Police Department Officer with State certification may be credited for such service subject to the approval of the Board of Police Commissioners for pay purposes only on the following basis:

0 – 2 years service – Grade A Probationary Officer
2 – 4 years service – Grade B Patrol Officer
5 years or over service – Grade A Patrol Officer

Section 1 A. Shift premiums shall be paid for work performed during the following hours as follows:

A. 1600 HOURS TO 0100 HOURS SHIFT – $ .15 PER HOUR

B. 2400 HOURS TO 0900 HOURS SHIFT – $ .25 PER HOUR

Said shift differential shall only be payable to employees who work at least two (2) hours into the above shifts.

Section 1 B. The rate of pay for overtime payments shall include any applicable shift premiums.

Section 2.

Effective 2012-2013 contract year, in lieu of longevity, the amount of $100.00 has been added to the base pay of each bargaining unit member in the Probationary A and B and Patrol B classifications and $375.00 has been added to Patrol A officers classification and for all steps of rank officers.

## ARTICLE 7
## PENSION PLAN

The Town shall continue a pension plan for all employees pursuant to a proposal summarized in a document entitled "Town of Madison Police Department Pension Plan ("Plan")", as amended. Pursuant to the negotiations resulting in this agreement, the following has been agreed to:

The Plan will be amended to reflect the following changes. No changes are retroactive prior to the date of ratification. Accordingly, only officers who retire after the date of ratification will be entitled to any plan enhancements.

a. Normal Retirement may occur at the completion of twenty (20) years of credited service regardless of age, with a 50% benefit. Officers who retire within the 2024 year credited service bracket will also receive a 50% benefit. Employees hired after January 1, 2006 will not reach normal retirement eligibility until the completion of twenty-five (25) years of credited service.

b. The Plan will be amended such that the definition of compensation shall include overtime pay and special duty pay (as defined in Article 9, Section 1 b.) Special duty as defined in Article 9, Section 1 a. shall not be included in the definition of compensation. For employees hired before January 1, 2006, the amount of overtime and special duty pay (as defined in ARTICLE 9, Section 1 b) for any given year included in calculating the pension benefit shall be capped at 35% of the employee's base salary (as contained in APPENDIX A, not to include shift differential, educational incentive, or other similar compensation, for that year).

Overtime shall not be included in calculating the pension benefit for employees hired on or after January 1, 2006.

c. The Plan definition of Average Annual Compensation will be amended to reflect calculation based upon the three highest years of Compensation, as defined, regardless of whether such years predated this agreement.

d. The selection of an actuarially equivalent survivorship feature will be an option for both normal and disability retirement benefits.

e. The monthly Normal Retirement Benefit of a retired Participant shall be increased by 1% every year.

f. The Employee Contribution will be increased to 7.5% of gross pay retroactive to July 1, 2005 minus special duty compensation (as defined in Article 9, Section 1 a.) for employees hired before January 1, 2006. The retroactive additional one-half (0.5%) retirement contribution for employees hired before January 1, 2006 shall not be deducted from special duty compensation as defined under Article 9, Section la.

For employees hired after January 1, 2006, the employee contribution to retirement shall be nine percent (9%) of gross pay; however, effective upon ratification of the Agreement for 2012-2016, the nine percent (9%) contribution shall be based upon base pay plus shift differential and vacation payout.

g. Employee contributions to the Plan shall be made on a pre-tax basis.

h. The Plan shall be amended to include standard Qualified Domestic Relations Order verbiage.

i. Should a single pension board be established by the Town, the Union will retain proportionate representation.

j. Retiree Medical Insurance: The provisions of the Town of Madison Police Department Retirement Plan concerning retiree medical insurance shall be amended as follows:

1. Employees hired on or after January 1, 2006 will not be eligible for any form of retirement medical benefits and there will be no contribution to the Retirement Medical Benefit Fund by these employees.

2. For employees hired before January 1, 2006:

(A) the contribution to the Retirement Medical Benefit Fund shall be two and one-half percent (2.5%) of gross pay while actively employed. The retroactive additional one percent (1.0%) contribution to the Retirement Medical Benefit Fund shall be based on Appendix A base salary.

(B) the Town will pay the full cost of retiree medical insurance for the retiree and his/her spouse. Retirees and their spouse must opt for and maintain medical insurance coverage at the time of retirement or they will forfeit this benefit.

(C) Retired participants and their spouse will participate, at no premium cost to themselves, in whatever plan is currently in effect for active members, which may change from time to time, until the retiree and/or spouse is Medicare eligible. Notwithstanding the foregoing, any employee, who retires between July 1, 2010 through June 30, 2012, will be eligible for the same coverage, including for his/her spouse, that they were receiving at the time of retirement, until Medicare eligible. Upon reaching Medicare eligibility, the contract language regarding Medicare will prevail.

(D) For those retired participants and their spouses, who reach Medicare eligibility, the Town will provide supplemental health insurance coverage for both in the form of Anthem Group Plan F with Blue Script Prescription Rider or its equivalent for life at no cost to the retiree or spouse. This is a Medicare Supplementary plan in which Medicare is the primary coverage. NOTE: See Memorandum of Agreement Attached.

Notwithstanding the foregoing, Employees hired on or after January 1, 2014, shall no longer be eligible to participate in the Town of Madison Police Department Pension Plan. Instead, they shall participate in a defined contribution plan which requires the Employee to contribute at least five percent (5%) of his/her base salary, and provides that the Town shall match the Employee's contribution up to a maximum of seven (7%) percent.

## ARTICLE 8
## OVERTIME

Section 1. All overtime duty shall be paid at the rate of time-and-one-half (1-1/2) for all hours or any portion thereof in excess of nine (9) hours per day or one hundred and seventy one (171) hours in a twenty-eight (28) day cycle, exclusive of special duty assignments pursuant to Article 9, exclusive of normal shift changes. In the event in service training or schooling is to be held out of Town, then the employee shall be paid from the time he signs in until the time he signs out except if the employee is required to stay overnight, then that employee shall be paid only for the normal nine (9) hour day or actual time spent in such training or schooling, whichever is greater, provided, however, in the case of an employee attending a police academy which requires a daily commute, his/her assignment for the day shall be deemed to be at the location of the academy and shall only be eligible for thirty (30) minutes compensation each way for a total of one (1) hour per day for travel time The overtime rate shall be determined by adding any educational pay to the officer's base salary, dividing by 2,080 and multiplying by 1.5. Notwithstanding the foregoing, those employees who work a regularly scheduled eight (8) hour day shall be paid the overtime rates of pay for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Section 2. Each employee required to work on his day off or on a holiday shall be paid not less than four (4) hours at the rate of time-and-one-half (1-1/2).

Section 3. When an employee is required to return to work to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with said employee's regularly duty hours, he shall be paid a minimum of four hours straight time or time-and-one-half (1-1/2) for actual hours worked, whichever is the larger.

Section 4. Overtime pay shall not be subject to the minimum hour provisions of sections 2 and 3 above, when such overtime results from training or extending a tour of duty on any shift, before or after the shift.

Section 5. Employees who perform overtime duty until or beyond fifteen (15) minutes past the terminal hour of their tour of duty shall receive fifteen (15) minutes of overtime pay for each fifteen (15) minutes thereafter that they work the major portion of such additional units of fifteen (15) minutes, they shall be paid for all such additional time.

Section 6. In all overtime-assignments, regular members of the Department shall be given preference.

A. In case of an open shift due to the absence of a Supervisor (Lieutenant or Sergeant), the following procedure shall be followed.

1. If a Lieutenant or Sergeant is to be replaced, the shift will be offered to other Lieutenants, Sergeants and patrol officers deemed by the Chief as qualified ("OIC patrol officer").. The OIC patrol officer's acceptance of the open shift must be voluntary and he/she may not be "ordered-in" to fill the open Lieutenant or Sergeant position.

2. In the event of a long term absence or vacancy (resignation or termination of the incumbent) of a Lieutenant or Sergeant, and if the Town intends to permanently fill the vacancy/absence, it must do so within six (6) months of said absence/vacancy in order to utilize an OIC patrol officer to fill the vacancy/absence. In the event the position is not filled within six (6) months pursuant to this provision, the Town may only offer the available shift to other Lieutenants and Sergeants.

B. In filling shift vacancies in patrol, the opportunity to work overtime assignments shall be distributed equally among all qualified employees of the patrol officer rank..

C. The Department shall have the right to require employees to work overtime assignments in inverse order of rank seniority.

D. Under no circumstances may rights under any contract section entitle employees to work in excess of eighteen (18) hours in one day.

Section 7. In filling a shift vacancy, every effort will be made to fill the vacancy on a voluntary basis through the normal procedures as outlined in Sections 6A and 6B.

Section 8. In the event that no officer voluntarily accepts a vacant shift assignment, the vacancy may be filled, in inverse order of rank seniority, from the on-duty shift by requiring an officer to remain for four (4) hours. The junior most officer not having last filled a shift vacancy will work first and so on until all officers on said shift have filled vacancies. An officer scheduled for duty from the shift following the vacant shift will be ordered to report for duty four (4) hours prior to his normal shift hours to relieve the officer remaining from the prior shift. The junior most officer not having last filled a shift vacancy (excluding officers working overtime) will work first and so on until all officers on said shift have filled vacancies. In the event the officer in sequence cannot be contacted, the next officer in sequence will be ordered in and so on up the seniority list until the vacancy has been filled. If none of the officers of the following shift can be contacted, then the officer of the on duty shift being held over may be required to remain for the entire shift.

Section 9. Compensation time may be granted up to twenty-four (24) hours prior to the date of request as long as it does not create overtime or it does not create an involuntary order in, absent exigent circumstances

Compensatory time may be accrued up to forty-five (45) hours/ five (5) days. With two days/ eighteen (18) hours payable if not used by July 1 of the fiscal year.

## ARTICLE 9
## SPECIAL DUTY

Section 1. The term "Special Duty" shall mean police duty (a) for which the Town is reimbursed by someone other than the Town, or (b) for any department of the Town. For employees hired before January 1, 2006, special duty for the Board of Education is pension eligible compensation. For employees hired after January 1, 2006, special duty is not pension eligible.

Section 2. All Special Duty assignments shall be made by the Chief of Police or his agent.

Section 3. Employees who desire assignment to "Special Duty" shall notify the Chief or his agent.

Section 4. Special Duty assignments shall be allocated by means of a card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his desire for such duty. As assignments become available, they shall be offered on a rotation basis upon seniority.

Section 5. New employees to the Department who indicate their desire for such Duty shall have
their cards placed at the rear of the file.

Section 6. Employees working on Special Duty assignments shall be paid at time-and-one-half the hourly rate of a Grade A Patrol Officer, with a minimum of four (4) hours' pay at that rate.

Section 7. Whenever an employee works more than eight (8) hours in any one day on the same Special Duty assignment such hours that exceed eight shall be paid at the rate of time-and-one-half (1-1/2) the special duty rate.

Section 8. When the Special Duty assignment is related to construction or utility work, any hours worked on a Saturday or a Sunday shall be paid at the rate of double time and one half the hourly rate of a Grade A Patrol Officer. On such work, an employee who works more than four (4) hours shall receive a minimum of eight (8) hours pay.

Section 9. Employees working Special Duty Assignments on the holidays enumerated in Section 2 of Article 10 shall be paid at the rate of double time and one half the hourly rate of a Grade A Patrol Officer.

Section 10. All Special Duty Assignments (also known as extra duty assignments) shall be posted in writing as special duty assignments, so that employees will know before the duty is worked as to the rate of pay.

## ARTICLE 10
## HOLIDAYS

Section 1. Each member shall receive thirteen (13) holidays during each fiscal year. These holidays will be scheduled on the actual dates they occur with the exception of Memorial Day and Labor Day which will fall on the observed date.

Section 2. The holidays for this bargaining agreement will be scheduled as follows:

| | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|---|---|---|---|---|
| New Year's Day | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 |
| Martin Luther King's Birthday | 1/15 | 1/15 | 1/15 | 1/15 | 1/15 |
| Lincoln's Birthday | 2/12 | 2/12 | 2/12 | 2/12 | 2/12 |
| Washington's Birthday | 2/22 | 2/22 | 2/22 | 2/22 | 2/22 |
| Good Friday | 4/6 | 3/29 | 4/18 | 4/3 | 3/25 |
| Memorial Day (observed) | 5/28 | 5/27 | 5/26 | 5/25 | 5/30 |
| Independence Day | 7/4 | 7/4 | 7/4 | 7/4 | 7/4 |
| Labor Day (observed) | 9/3 | 9/2 | 9/1 | 9/7 | 9/5 |
| Columbus Day | 10/12 | 10/12 | 10/12 | 10/12 | 10/12 |
| Veterans' Day | 11/11 | 11/11 | 11/11 | 11/11 | 11/11 |
| Thanksgiving Day | 11/ 22 | 11/28 | 11/27 | 11/ 26 | 11/24 |
| Friday after Thanksgiving | 11/ 23 | 11/29 | 11/28 | 11/27 | 11/25 |
| Christmas Day | 12/25 | 12/25 | 12/25 | 12/25 | 12/25 |

The above format and method for scheduling holidays will be continued for future bargaining agreements unless otherwise changed by mutual agreement between the Union and the Town.

Section 3. An employee who is off duty on any holiday by reason of sick leave, funeral leave, vacation, or regular days off shall receive holiday pay at the rate of straight time.

Section 4. An employee who is scheduled to work but does not work on a holiday shall receive holiday pay at the rate of straight time.

Section 5. Employees shall not have a time off option for Thanksgiving, Christmas, New Year's Day, Washington's Birthday, Labor Day, Veteran's Day, and Memorial Day. An employee who works on any of these seven (7) holidays shall be paid, in addition to his/her regular eight

(8) hours salary, holiday pay equal to one times (1X) his/her regular hourly rate for each of the first eight (8) hours worked (for a total of double time (2 X).

An employee who works on any of the remaining six (6) holidays may elect either a time off option or a holiday pay option. An employee who elects the time off option shall accrue eight (8) hours of holiday compensatory time at straight time for each of the holidays for which he/she elects the time off option in addition to his/her eight (8) hours salary at his/her regular hourly rate. An employee who elects holiday pay in lieu of a time off option shall be paid for his/her eight (8) hours a total of two (2) times his/her regular hourly rate.

Officers will receive double time pay for work on the Christmas, New Year's and Thanksgiving holidays, when ordered to work by the Chief or his designee, and not otherwise regularly scheduled.

Section 6. An employee may elect to be paid for any accumulated holiday leave at any time during the fiscal year. Holiday payments shall be made during the next scheduled payroll date. On the second pay period in July, each employee shall be paid for all other accumulated holidays from the previous fiscal year.

Section 7. If the First Selectman declares a day of mourning or an additional holiday (not including a day in place of a holiday, such as a Monday for a Sunday holiday), each employee not on leave of absence shall receive a compensatory day off at straight time.

## ARTICLE 11
## VACATION

Section 1. Employees shall be granted time off with pay for vacations at the beginning of the fiscal year according to the following schedule:

| Years of Completed Service | Days of Vacation |
|---|---|
| After completion of six (6) months of service | 10 days |
| After completion of five (5) years of service | 15 days |
| After completion of ten (10) years of service | 20 days |
| After completion of sixteen (16) years of service | 21 days |
| After completion of seventeen (17) years of service | 22 days |
| After completion of eighteen (18) years of service | 23 days |
| After completion of nineteen (19) years of service | 24 days |
| After completion of twenty (20) years of service | 25 days (Maximum) |

Employees hired after January 1, 2006 shall be granted time off with pay for vacations according to the following schedule:

| | |
|---|---|
| After completion of one (1) year of service | 10 days |
| After completion of five (5) years of service | 15 days |
| After completion of ten (10) years of service | 20 days |
| After completion of twenty (20) years of service | 25 days |

Section 2. The vacation period shall be between July 1st and June 30th of each fiscal year. Vacation time cannot be carried over from one fiscal year to the next, except a maximum of five (5) days may be carried over with the approval of the Chief of Police. Any vacation time unused within a fiscal year shall be paid out to the officer, on the second payroll of the following fiscal year, up to a maximum of five (5) days.

On or before July 10th each year, the Town may elect to require employees, who have an annual vacation entitlement of at least fifteen (15) days, to sell back up to five (5) days at the wage rate of time and one-half (1 & 1/2). Employees may elect, at their own option, to sell back up to an additional five (5) days at a rate of time and one-half, if declared by September 1st. After September 1st, employees may elect, at their own option, to sell back up to five (5) additional days at straight time.*

Section 3. For the purposes of this Article 11, the years of completed service shall be calculated on the anniversary date of the employee's appointment to the Department as a regular, sworn police officer. Employees shall be granted vacation leave at the beginning of the fiscal year based upon their years of completed service as of July 1st. Additional prorated vacation days will be added upon the employees actual anniversary date if the years of completed service increases the level of vacation benefits. New employees will be entitled to five (5) days vacation leave upon the completion of six (6) months of service.*

*NOTE: See Memorandum of Agreement dated July 8, 2008, attached hereto.

Section 4. Unused vacation leave shall be paid to employees upon their termination or retirement from Town service.

Section 5. In the event of an employee's death, his unused vacation leave shall be paid to his surviving spouse or to his estate.

Section 6. Six (6) months notice must be given for the scheduling of vacation in the months of May and June, which should be taken in increments of at least five days. Employees shall provide notice of at least one month in the event May or June vacation must be cancelled. If manpower needs allow, vacation time in increments on less than five days may be granted by the Chief of Police or his designee, and shall not require six (6) months advance notice. Vacation time may be taken in half day increments regardless of the employee's assigned work days or regularly scheduled days off.

Section 7. Vacation designation – On July 15th of each fiscal year, each employee shall designate five consecutive vacation days for use during the fiscal year. Such days, once chosen and approved by the Chief of Police, shall be non-cancelable and non-changeable (except to be adjusted to fit the employee's work schedule at the time the vacation occurs). Up to six (6) employees may choose the same "week" and election of these days shall be subject to the rules of seniority.

## ARTICLE 12
## SICK LEAVE AND PERSONAL LEAVE

Section 1. Sick leave shall be considered to be 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 Madison;

b. When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off duty hours.

c. When the serious illness of a member of the employee's immediate family requires his personal attendance, if supported by a medical certificate.

Section 2. If an employee loses time because of sickness or injury for which is entitled to compensation under the Workers' Compensation Act, he shall receive benefits equal to his normal net weekly pay, with the Town of Madison making up the difference between his normal net weekly pay and the total of workers' compensation (not including indemnity benefits), social security, and pension benefits received for a maximum of eighteen (18) months. Employees hired after July 1, 1997, however, to be eligible for the differential, the sickness or injury disabling the employee must be of greater than ten (10) days in duration; the maximum period is fifteen (15) months.

Section 3. Sick Leave Allowance:

a. Each employee shall be credited with a sick leave of fifteen (15) days for each year of service, less days of sick leave used since 1/1/70. Hereafter each employee shall be credited with one-and-one-quarter (1 ¼ ) days of sick leave for each calendar month of service, subject to a maximum of 150 days; employees hired after July 1, 1997, may accrue up to a maximum of 100 days.

b. Sick leave earned in any month of service shall be available during any subsequent month.

c. No sick leave with pay in excess of the leave outlined in this Section may be used unless authorized in advance by the Board of Police Commissioners. Such authorization shall not exceed four (4) weeks with full pay.

Section 4. Sick Leave Accumulation:

a. All unused sick leave of any employee may be accumulated up to a maximum of 160 days. (100 days for employees hired after July 1, 1997)

b. No credit toward sick leave shall be granted for time worked by employee in excess of his normal work week.

c. Employees that do not use all of their annual sick leave allowance will receive a payment at a rate of one-third (1/3) of the unused days per fiscal year, up to a maximum of five (5) days, to be paid on the second pay period in July. Any days paid out under this provision will not be added to the employee's accumulated sick leave. Employees may elect the option of not receiving sick leave payout and having said amount applied to their accumulated sick leave.

Section 5. Medical Certificate and Inspections: A medical certificate acceptable to the Chief may be required:

a. for any period of absence consisting of more than five (5) consecutive working days;

b. when it is reasonably presumed that a member of the immediately family is suffering from a contagious disease which may endanger the health of other employees of the Department.

Section 6. 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, shall be paid a lump sum of money that is equal to one-half (1/2) number of sick days due such employee 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 such employee shall be payable to his surviving spouse or estate in the same manner as provided for in Item a. of this Section.

c. Redemption of accumulated sick leave shall apply only to employees hired prior to July 1, 1992.

Section 7. Sick Leave Records:

a. The Police Department and Town Personnel Department shall maintain a record for each employee of all sick leave accumulated and any sick leave taken shall be deducted from the accumulated amount.

Section 8. Up to three (3) days per year may be taken as personal leave days with pay. An employee shall be given such personal leave on a date of his/her choice, provided he/she has given the Department at least one (1) hour notice of that choice. Personal leave dates shall not be deducted from any employee accounts and personal leave may not be taken on any holiday as enumerated in Article 10, Section 2.

## ARTICLE 13
## FUNERAL LEAVE

Section 1. Special leave of five (5) working days with pay shall be granted to an employee in the event of the death of his/her spouse or child.

Section 2. Special leave, not to exceed three (3) consecutive days without loss of pay shall be granted to an employee in the event of death of his/her:

| | |
|---|---|
| Mother | Father |
| Sister | Brother |
| Mother-in-law | Father-in-law |

Those relatives domiciled in employee's household

Section 3. Special leave of one (1) working day with pay for the purpose of attending the funeral or wake shall be granted an employee in the event of the death of his/her:

| | |
|---|---|
| Grandmother | Grandfather |
| Aunt | Uncle |
| Niece | Nephew |
| Grandchild | Brother-in-law |
| Sister-in-law | Son-in-law |
| Daughter-in-law | |

Section 4. Exceptions may be made by the Chief of Police in exceptional cases.

## ARTICLE 14
## EDUCATION INCENTIVE ALLOWANCE

Section 1. Each employee who receives credit for completion of any college level degree at an accredited institution of higher learning shall be paid the following amounts on December 15th of each year.

| Degree | Incentive |
|---|---|
| Associate | $500 |
| Bachelor | 700 |
| Masters | 900 |

## ARTICLE 15
## GRIEVANCE PROCEDURE

Section 1. Purpose:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and fair and equitable treatment of all employees.

Section 2. Definition:

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:

a. Charge of favoritism.

b. Interpretation and application of Rules and Regulations and policies of the Police Department to the extent they involve mandatory subjects of bargaining.

c. Discharge, suspension, disciplinary action or other matters relating to the interpretation and application of this Agreement.

Section 3. Procedure:

a. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may process the grievance anew from the first step or from the next succeeding step following that which the employee has utilized.

b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE

Any employee who has a grievance shall reduce the grievance to writing and submit it to the Chief, within twenty (20) days of the date of occurrence, and the Chief shall use his best efforts to settle the dispute. The Chief's decision shall be submitted in writing to the aggrieved employee and the Union within twenty (20) days of receipt of the grievance.

STEP TWO

If the complainant, or the Union, is not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing within twenty (20) days to the Board of Police Commissioners. At the next regularly scheduled meeting of the Board of Police Commissioners, it shall consider the grievance and render its decision in writing to the aggrieved employee and the Union within twenty (20) days after said meeting. However, if neither the complainant nor the Union appear to present the grievance at said meeting, the grievant shall be deemed to be finally resolved and concluded on the basis of the Chief's STEP ONE decision.

STEP THREE

If the complainant, or the Union, is not satisfied with the decision rendered, and if the grievance involves disciplinary action or other matters involving the interpretation and application of this Agreement, the Union may submit the grievance to the Connecticut State Board of Mediation and Arbitration within thirty (30) working days, and the decision rendered by the Arbitrators shall be final and binding upon all parties. In the event the grievance involves a suspension or

discharge, the Union may submit the grievance to the American Arbitration Association ("AAA") within thirty (30) working days, and the decision rendered by the Arbitrator shall be final and binding upon all parties. With respect to grievances submitted to AAA, the maximum out-of-pocket expense that the Union will be responsible to incur is $2,500.00 per case or $5,000.00 per year in the aggregate. Once the Union has reached this maximum level, the Town will be responsible for the Union's portion of the AAA arbitration expenses. Arbitration expenses includes only the arbitrator and AAA fees and costs and does not include other expenses such as witness fees, attorneys' fees, location fees or expenses the Union incurs in preparing the case or presenting the case for arbitration.

Section 4. Mediation:

The mediation services of the State Board of Mediation and Arbitration may be used in Second or Third Step negotiations provided all parties mutually agree on the desirability of this service.

Section 5. Meetings:

If any of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

Section 6. Time Extensions:

Time Extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned and in writing.

Section 7. Recording of Minutes and Testimony:

Any party shall have the right to employ a public stenographer or use a mechanical recording device, at its own expense, at any step in this procedure.

Section 8. Police Union as a Complainant:

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as provided herein for employees.

Section 9. Representation:

Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union. All Employees and the Police Union shall be given a reasonable period of time to secure their choice of representation.

Section 10. At the option of the grievant, grievances involving discharge, suspension and demotion following disposition by the Chief of Police may be processed beginning with Step Two. No employee shall be suspended, discharged, demoted or otherwise disciplined except for just cause.

Section 11. Copies of all final discipline issued by the Chief or his designee shall be given immediately to the member involved with a copy to the Union, via interoffice mail to the Union President, within three working days from the date of discipline. All evaluations by a superior officer shall be provided to the member.

## ARTICLE 16
## DISCIPLINARY PROCEDURES & PRIVILEGES

Section 1. The Police Department shall notify the Union in writing of any disciplinary action or discharge as soon as the employee is notified of said charges. Any disciplinary hearing may be postponed for a period of up to seven (7) days upon written request by the Union or the Town.

Section 2. Whenever a civilian complaint is made against an employee relating to his conduct as an officer, or the manner in which such officer discharges his duties, and such complaint results in a hearing or inquiry, said employee shall, upon request, receive a copy of the complaint within three (3) days and shall be given three (3) days' notice of such official hearing or inquiry, and shall have the right to be represented and to present witnesses on his behalf.

Section 3. The Town or the Union shall have the right to use mechanical recording equipment or a public stenographer during any hearing or inquiry with any costs being assumed by the party actually hiring the equipment or stenographer. All hearings shall be closed to the public, including the press, unless the employee shall request that it be an open hearing. The employee shall receive a letter advising him of the disposition of the complaint within ten (10) days after the hearing with a copy to the Union.

## ARTICLE 17
## UNION BUSINESS LEAVE

Section 1. Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for attendance at all meetings between the Town and the Union for the purpose of negotiating the terms of contract when such meetings take place at a time during which such member is scheduled to work. The Union shall submit the names of the Union negotiators and any of the so-named individuals may be recognized as the member granted leave as stated above. The Union agrees to notify the Town of any changes in the negotiating committee five (5) days in advance of the next scheduled meeting.

Section 2. The two (2) members of the Union Grievance Committee, or the President and one (1) member, shall be granted leave from duty with full pay for attendance at all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 3. One officer or member of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed the aggregate of five (5) working days in any fiscal year.

## ARTICLE 18
## MILITARY LEAVE

Section 1. Any permanent employee who leaves the service of the Town to join the military forces of the United States during time of war or other National Emergency, or who is inducted by Selective Service, shall be placed on military leave without pay.

Section 2. Such leave shall extend for the period of service with the military forces for ninety (90) days after discharge from the service.

Section 3. Employees returning to Police Department employment from military leave shall be granted all reemployment rights provided under the Selective Service Act.

Section 4. Military leave shall be granted including weekends not to exceed an aggregate of three (3) weeks to permanent employees when required to serve on active reserve or National Guard duty. During this period, the employees shall be paid the difference, if any, between his regular police pay and military pay.

Section 5. Leave provided for in Section 4 shall not be charged to vacation leave.

## ARTICLE 19
## INSURANCE

Section 1. The Town of Madison agrees to provide a program of insurance as follows:

a. Anthem Blue Care, the associated Prescription Plan, and the dental plan applicable to Town employees. Medical insurance coverage will be made available to the employee and eligible family members. An open enrollment period will occur as soon as practicable upon ratification of the contract, and annually thereafter.

Employees shall pay fourteen and one-half (14.5%) percent effective 7/1/12, fifteen and one-half (15.5%) percent effective 7/1/13, sixteen and one-half (16.5%) percent effective 7/1/14, and seventeen and one-half (17.5%) percent effective 7/1/15 of the cost of said insurance. A Section 125 plan shall be made available and employees will receive at least thirty (30) days notice of a change in the premium rate.

The copay for Preventive Care is $0 per visit and the copay for primary care office visit is $20, $30 for specialist per visit, $100 for outpatient, $500 for inpatient hospital, $100 emergency, $20 walk in; $50 urgent care. Out of network: deductible $500/$1,000/$1,500, co-insurance 70/30, out of pocket maximum $3,000/$6,000/$9,000. The prescription retail copays are $10 for Generic, $25 for Preferred Brand, and $40 for Non-Preferred Brand, two times retail copay for mail order, with an unlimited annual maximum.

b. Blue Cross Vision Care Rider

c. A group life insurance policy for $50,000.00/$25,000.00 on or off the job coverage for employees only, without cost to the employee.

d. Anthem Century Preferred, the associated Prescription Plan and the dental plan that is available to unaffiliated Town Employees, will be made available to the employee and eligible family members. Effective and retroactive to July 1, 2012 the employees share of the cost will increase to 17.0%, on July 1, 2013 the employees share will increase to 18.0%, on July 1, 2014 the employees share will increase to 19.0%;and on July 1, 2015 it will increase to 20%.

The copay for Preventative Care is $0 per visit and the copay for primary care office visit is $15 per visit; $250 in-patient hospital; $100 outpatient; $15 walk in; $25 urgent care; $50 emergency. The prescription retail co pays are $10 for Generic, $25 for Brand, $40 for brand non-preferred and two times retail co-pay for mail order, with a $1,000 annual maximum.

e. Under any insurance option, the Town will provide dental insurance "Full Dental Plan" and "Amendatory Rider A" to the employee and eligible family members at no cost to the employee and/or family member.

Section 2.
In order to provide health-care insurance to full-time employees and their eligible dependents at the least possible cost, the Town reserves the right to substitute, in whole or in part, for the insurance plans described in Article 19, Section 1, insurance plans provided by other companies or via self-insurance, provided the substitute benefits are substantially equal to or better, on an overall basis, than those which exist as of the date of the arbitration award or the date of the negotiated agreement between the parties. Disagreements on whether the substitute benefits are substantially equal to or better than those that exist at the time of substitution shall be subject to the grievance procedure. The town will convene a health benefits committee at least twice a year with representation from all collective bargaining units and unaffiliated employees to review existing plans and options for consideration.

Section 3.
Employees shall be eligible to waive health insurance coverage and receive an annual payment equal to 50% of the cost for single coverage under the Century Preferred Plan not to exceed $4,500 per year. To be eligible, the employee must be covered under an alternative plan other than another Town or Madison Board of Education plan. The annual payment will be made in quarterly installments on the last payroll run each fiscal quarter. If the employee becomes covered under a Town plan or shall cease being covered under an alternate plan, he/she may immediately re-enroll in one of the above described plans, in which event any waiver payment shall be prorated.

## ARTICLE 20
## UNIFORMS AND CLOTHING

Section 1. All probationary employees of the Department shall receive, at Town expense, standard uniform and equipment issue. In the event the probationary officer is discharged or resigns, this issue shall be returned to the Town.

Section 2. Each employee who has completed his probationary period as of July 1st of a Contract year shall receive an annual dry cleaning stipend of three hundred and fifty dollars ($350.00). Two hundred and fifty dollars ($250.00) of such allotment, if available, may be drawn in cash. The Town shall provide uniform clothing and equipment as needed. CID employees shall receive an annual clothing stipend of seven hundred and fifty dollars ($750.00) in lieu of receiving a uniform..

Section 3. Each employee who completes his probationary period after July 1st of a Contract year shall receive a pro-rated clothing account to cover up through July 1st of the next immediate Contract year.

## ARTICLE 21
## SAVINGS CLAUSE

Section 1. 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 Sections or portions thereof which shall be valid.

## ARTICLE 22
## NO STRIKE - NO LOCK OUT

Section 1. The Union agrees that it will not call and no employee will participate in any strike, work-stoppage, work slow down, or any other action that would impede the proper functioning of the Madison Police Department.

Section 2. The Town of Madison agrees that it will not lock out any employees at any time.

## ARTICLE 23
## MANAGEMENT PREROGATIVES

Section 1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it; and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

a. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.

b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures. The Town agrees to provide the Union President with a copy of all new or revised policies prior to implementation, via interoffice mail at least three working days prior to the effective date.

c. To discontinue processes or operations or to discontinue their performance by employees.

d. To select and to determine the number and types of employees required to perform the Town's operations.

e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

g. To discharge, suspend or otherwise discipline employees for just cause.

h. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

i. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Town and the Board of Police Commissioners by virtue of statutory and charter provisions. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

## ARTICLE 24
## PHYSICAL EXAMINATIONS

Individuals under thirty (30) years of age shall have a physical by the Department's physician every three (3) years. Those thirty (30) to forty (40) years of age shall have a physical by the Department's physician every two (2) years. Those over forty (40) years of age shall have a physical by the Department's physician annually.

## ARTICLE 25
## DRUGS AND ALCOHOL USE AND TESTING

Section 1. Employees are prohibited from using alcohol while on duty and within four (4) hours prior to reporting for duty. Employees are also prohibited from the use, manufacture, distribution, dispensing, and possession of controlled substances, as defined in the federal Controlled Substances Act, at all times whether on duty or not. Employees are prohibited from the possession or use of alcohol on any Town premises/property subject to such exceptions as the Board of Police Commissioners may provide.

Section 2. Employees shall not refuse to take a drug/alcohol test required under this Policy.

Section 3. Employees shall notify the Department when taking prescription or over-the-counter medications that may affect the performance of duties.

Section 4. Employees will be required to submit for a drug and alcohol test in the following circumstances:

(a) In the event of an accident involving a Department motor vehicle, the Department shall test the Employee who was the operator of the vehicle for drugs and alcohol as soon as practicable following the accident.

(b) In the event a trained supervisor observes behavior, speech, odor or appearance that is characteristic of alcohol or controlled substance use and, therefore, has a "reasonable suspicion" that an Employee has engaged in such use, the Employee shall submit to testing immediately upon being asked to so. Such supervisor shall set forth his observations in writing.

(c) When the Employee is identified for testing by random selection, the Employee will proceed immediately to the testing site upon notification of being selected. Random selection shall be conducted using a scientifically valid method. Random drug tests will be unannounced and immediate, and the dates for administering random tests will be spread reasonably throughout the calendar year. Random drug testing may be performed anytime the Employee is on duty.

(d) If an Employee has engaged in the misuse of alcohol or the prohibited use of marijuana, the Employee will be immediately removed from all duties. The Employee will not be permitted to return to any duties until he/she has: (i) been evaluated by a Substance Abuse Professional (SAP), has complied with any treatment recommendations, and has been cleared for return to duty by the SAP; and, (ii) tested negative on a return to duty drug test.

During the period of treatment, the Employee will be eligible to use, first, accumulated sick, secondly, personal and, thirdly, vacation and leave. When all such compensable time off has been utilized and the period of treatment has not ended, the remainder of treatment period will be uncompensated. Health, dental and life insurance benefits shall continue until the end of the treatment period or twelve months, whichever occurs first, at which time such benefits shall terminate if the Employee has not returned to duty.

(e) Once the individual returns to duty, the Employee will be subject to at least six follow up tests in the next 12 months, as directed by the SAP. The SAP may recommend more follow up tests, but the testing period may not extend beyond 60 months.

Section 5. A refusal to submit to drug/alcohol testing constitutes a verified positive test result for a controlled substance other than marijuana. Any conduct or behavior as defined in the following list constitutes a refusal to test under this Policy:

(a) Fails to submit to or appear for any test;
(b) Failure to remain at the testing site until the testing process is complete;
(c) Fails to provide a urine specimen for any drug test required by this Policy;
(d) Fails to permit the observation or monitoring of a specimen collection in the case of a directly observed or monitored drug test;
(e) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
(f) Fails or declines to take a second drug test that the Employee has been directed to take as part of the testing process;
(g) Fails to submit to a hair follicle test as required by this Policy;
(h) Fails to undergo a medical examination or evaluation as part of the verification process;
(i) Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
(j) If the Employee is reported as having a verified adulterated or substituted test result.

Section 6. The testing process for alcohol and drug testing under this Policy shall be as follows:

(a) Testing for alcohol will be conducted by breathalyzer in accordance with Department's breathalyzer's procedures, unless the employee is unable to produce a sufficient blow for testing, in which event, the testing will be by Blood Alcohol Concentration. Testing for controlled substances will be conducted by urinalysis meeting the requirements of section 31-51u of the Connecticut General Statutes using a split bottle process. In the event the test for controlled substances produces a confirmed positive test for marijuana, the Employee will be required to submit to a second test for controlled substances conducted by hair follicle analysis to rule out the use of other controlled substances prior to the test effective period for urinalysis.

(b) All drug test results will be reviewed by a physician called a "Medical Review Officer" (MRO) before they are reported to the Department.

(c) An Employee may challenge an MRO confirmed positive or a substituted/adulterated test result by requesting that the split bottle be tested. The request for a split test must be made by the Employee directly to the MRO within 72 hours of the time of notification of a positive test or refusal to test because of adulteration or substitution.

Section 7. The consequence of a verified positive Drug/Alcohol Test shall be as follows:

(a) Employees who have a verified positive test result for alcohol or marijuana in tests administered under this Policy shall be immediately removed from all duties. Each such Employee will be referred to a SAP for evaluation, assistance and potential treatment,

and will not be permitted to return to duty unless and until all treatment recommendations have been complied with, the Employee has been released to return to duty by the SAP, and the Employee has completed a negative "return to duty" drug and alcohol test. Such Employees will be subject to the return to duty and follow up testing requirements outlined in Section 4(d) and (e) above. Such Employees will be allowed one opportunity for treatment and counseling. A positive test following the Employee's return to duty will result in the Employee's immediate suspension with and a recommendation made to the Police Commission for the Employee's termination.

(b) Employees who have a verified positive test result for a controlled substance, other than marijuana, in tests administered under this Policy or who have a refusal to test under Section 5 above will be suspended immediately with a recommendation made to the Police Commission for their termination.

Section 8. The Town will maintain its drug and alcohol testing records in a secure location with controlled access for such periods required by applicable law or, in the absence of such law, according to the following schedule:

One Year: Records of negative drug or alcohol tests.

Two Years: Records related to the collection process and any employee substance abuse training.

Three Years: All two year substance abuse background checks.

Five Years: Records of Employees verified positive drug or alcohol test results, documentation of refusals to take required drug or alcohol tests, and covered Employee referrals to the substance abuse professional.

Each record shall be maintained for the specified minimum period of time as measured from the date of the creation of the record.

Section 9. An Employee shall be paid for all time taking a drug/alcohol test required pursuant to this Policy other than any testing performed under Section 4(d)(ii) above. Such time shall include travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.

## ARTICLE 26
## GENERAL PROVISIONS

Section 1. The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and whenever possible furnish such additional equipment that will promote the safety and welfare of the Department members, and aid in the efficient performance of their duties.

Section 2. Equipment, clothing, watches, eye glasses, teeth and dentures damaged or destroyed in the line of duty shall be repaired or replaced up to $250.00, subject to review by the Chief of Police in appropriate circumstances, at the Town's expense unless caused by negligence of the employee. Any employee whose personal automobile insurance premium is increased as a result of vandalism damage to said automobile while employee is on duty, provided said automobile was parked in a designated parking area at the time of said vandalism and a copy of written notice from the insurance company of such increase is submitted, shall be reimbursed by the Town for the increased difference for a period of three (3) years.

Section 3. The Town shall provide legal defense for any employee of the Department in connection with any civil action against such employee arising out of or in the course of the performance of his duties as required by State Statutes.

Section 4. The Department shall give to each employee and to each new employee when hired copies of Departmental Rules and Regulations and identification cards. The Department shall publish enough copies of this Agreement, but distribution shall be the responsibility of the Union.

Section 5. The Town shall designate one (1) bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.

Section 6. Employees requested to attend training or educational programs shall be advanced funds for all reasonable expenses as approved by the Chief and subject to a subsequent accounting and reimbursement for additional reasonable expenses.

Employees will attend the equivalent of eight (8) hours of training time per year without compensation. On January 1st each year, the Town may impose the requirement of an additional eight (8) hours of training time without compensation between January 1 and June 30th if, during the preceding calendar year, the total number of holidays, for which members of the bargaining unit have the option of choosing holiday compensatory time off or holiday pay option, taken as pay rather than time off equals an average of less than one (1) per bargaining member. If such average is one (1), but less than two (2), employees will not be required to perform the additional training day. If such average is two (2) or more employees shall be reimbursed for the first training day. The average shall be calculated by dividing the total number of days available to the bargaining unit to be taken as time off, but not taken as time off, and dividing that number by the number of employees in the bargaining unit.

Section 7. Court Appearances

a. Employees who are required to appear in court as a result of his/her performance of police duties, for either a criminal case or a civil case, shall be paid by the Town for not less than four (4) hours at the rate of time-and-one-half (1-1/2), for all hours so appeared.

b. If an officer receives pay from the court or a private attorney, such pay up to that provided by the Town shall be turned back upon receipt by the employee.

Section 8. Each year the Town shall provide each employee the training time needed to keep up their current medical training status (ex. MRT, EMT, EMT-IV, etc.) at a state certified level.

Section 9. All benefits, rights, privileges, enjoyed by the employees immediately prior to the effective date of this Agreement which are not specifically provided for in this Agreement are hereby protected by this Agreement.

Section 10. There shall be no variation, alteration, or amendment to the terms of this Agreement in regard to wages, hours or conditions of employment unless agreed to in writing by both parties.

Section 11. The Town and the Union agree to discuss and implement a performance evaluation program.

Section 12. The Attendance Policy for all officers is attached hereto as Appendix B.

## ARTICLE 27
## DURATION

Section 1. This Agreement shall take effect from July 1, 2012 until June 30, 2016 and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon any subsequent anniversary of said Agreement by giving to the other party not less than ninety (90) days written notice of intention to propose amendments. This Agreement supersedes the prior agreement between the parties covering the same time period. Within thirty (30) days of receipt of such notice by either party but not more than 180 days prior to termination, a conference shall be held between the Town and the Union for the purpose of such amendment, modification or termination.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 29 day of May, 2013.

| THE TOWN OF MADISON | AFSCME COUNCIL 15, LOCAL 1836 |
| --- | --- |
| BY: Fillmore McPherson | BY: Scott T. Pardales |
| Fillmore McPherson | President Local 1836 |
| First Selectman | Scott T. Pardales |

## APPENDIX A

## POLICE WAGES

| Probationary Officer | 7/1/2012 (2.0%) | 7/1/2013 (2.1%) | 7/1/2014 (2.0%) | 7/1/2015 (2.1%) |
|---|---|---|---|---|
| Grade B | 25.89 | 26.43 | 26.96 | 27.53 |
| based on calendar year | | | | |
| based on 2080 hours | 53,745 | 54,978 | 56,077 | 57,255 |
| Grade A | 27.58 | 28.16 | 28.73 | 29.33 |
| based on calendar year | | | | |
| based on 2080 hours | 57,274 | 58,581 | 59,753 | 61,007 |
| Patrol Officer | | | | |
| Grade B | 29.72 | 30.34 | 30.95 | 31.60 |
| based on calendar year | | | | |
| based on 2080 hours | 61,711 | 63,111 | 64,373 | 65,725 |
| Grade A | 31.28 | 31.94 | 32.58 | 33.26 |
| based on calendar year | | | | |
| based on 2080 hours | 64,673 | 66,422 | 67,750 | 69,173 |
| Sergeant | 34.34 | 35.06 | 35.76 | 36.51 |
| based on calendar year | | | | |
| based on 2080 hours | 71,038 | 72,920 | 74,379 | 75,941 |

| | | | | |
|---|---|---|---|---|
| Lieutenant | 38.67 | 39.48 | 40.27 | 41.12 |
| based on calendar year | | | | |
| based on 2080 hours | 80,063 | 82,135 | 83,777 | 85,537 |

## APPENDIX B

Town of Madison
Police Officers' Attendance Policy

Purpose

Prompt and regular attendance is an essential requirement for employees of the Madison Department of Police Services. Poor attendance affects the efficiency and service of the Department.

This program recognizes that employees are provided with annual vacation leave and that they may, on occasion, need to take time off from work for illness/injury and personal business. The fact that an employee has accumulated sick days does not mean that the employee can utilize that paid sick leave for anything other than legitimate illness or injury.

The Madison Department of Police Services will counsel employees who they believe may be demonstrating excessive absenteeism.

Basic Concept

This policy operates on the concept that less than forty-eight (48) hours of chargeable absences within a six (6) month period is acceptable. Absences, tardiness and early quits are measures in hours of attendance.

Any hours above forty-eight (48) within a rolling six (6) month period is not acceptable and the employee will receive corrective, progressive discipline according to the following schedule:

| | |
|---|---|
| First Offense | Verbal Counseling |
| Second Offense | Written Warning |
| Third Offense | One-Day Suspension without Pay |
| Fourth Offense | Three-Day Suspension without Pay |
| Fifth Offense | Termination of Employment |

Each level of discipline shall remain in effect for six (6) months, except for suspension that shall remain effective for twelve (12) months.

Applicability

The following absence types are not chargeable under this policy:

1. Vacation (pursuant to use under Article 11)
2. Holiday (pursuant to use under Article 10)
3. Personal (pursuant to use under Article 11, Section 8)
4. Funeral Leave (pursuant to Article 13)
5. Jury Duty
6. Military Service

7. Approved Worker's Compensation
8. Union Business
9. Approved Leave of Absence
10. Approved Family and Medical Leave as defined by state and federal law

All other absences are chargeable and include:

1. Tardiness
2. Early Quits
3. Illness/Injury
4. Unreported absence

An employee who does not report to work on three (3) occasions will be considered to have voluntarily terminated.

Procedure

Hours will be assigned to an employee for each chargeable absence according to the following schedule:

| | |
|---|---|
| Reported Absence for a scheduled shift | 8 hours |
| Unreported Absence | 16 hours |
| Tardiness: | |
| 1 to 10 minutes | 2 hours |
| 11 to 20 minutes | 3 hours |
| 21 or more minutes | 4 hours |
| Early Quits: | |
| 1 minute to 1 hour | 1 hour |
| Greater than 1 hour | Actual amount of time |

When multiple, consecutive absences are documented for the same medical reason of the employee or family member, only eight (8) hours will be charged.

The attendance policy is a rolling six (6) month program. All hours for the first month of the six (6) month period will drop-off at the conclusion of the new month.

Perfect Attendance

Employees may deduct recorded absence hours with a month of perfect attendance. For each month of perfect attendance, eight (8) hours will be deducted from the total hours accumulated.

A perfect attendance month will be granted if an employee has no absences or has the following excused absences: vacation leave, personal leave, jury duty, funeral leave, and union business.

A perfect attendance month will not be granted if an employee is absent due to taking sick time, worker's compensation leave or an unreported absence. Tardiness and early quits shall also disqualify an employee from achieving a perfect month attendance.

Employee may bank up to negative eight (-8) hours from perfect attendance.

Memorandum of Agreement

The Town of Madison (the "Town") and UPSEU/COPS Unit # 456 (the "Union") hereby agree to the following concerning the full and final settlement of SBMA Case # 2008-A-0524:

1. The Union will withdraw, with prejudice, SBMA Case #'s 2008-A-0524 and 2008-A-0576;

2. The Town will credit Officer Samuel Brown with sixteen (16) hours of compensatory time;

3. The parties agree that for the purposes of interpreting the vacation benefits for new hires pursuant to Article 11, §§ 2 & 3 of the collective bargaining agreement between the parties, new hires will be credited with ten (10) days of vacation upon the completion of one (1) year of service. At the completion of six (6) months of service, new hires may use five (5) of the ten (10) days of vacation. Thereafter, the new employee shall receive a prorated amount of vacation time equal to .83 days per calendar month until he/she gets on the same vacation entitlement cycle as all other employees.

4. When calculating prorated accrual, new hires shall receive credit for any calendar month in which the employee works 15 or more days of the month. Prorated time shall be rounded to the closest whole number.

TOWN

Date

July 8 2008

UPSEU/COPS Unit #456

Date

7/7/08

Officer John McDevitt

Date

07/07/08