

Between

THE TOWN OF NEW CANAAN

And

NEW CANAAN POLICE UNION, NATIONAL FRATERNAL

ORDER OF POLICE, LODGE 042

July 1, 2021 – June 30, 2025

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ARTICLE 1
PREAMBLE AND RECOGNITION

The following collective bargaining agreement is entered into by and between the TOWN OF NEW CANAAN, a municipal corporation situated in the County of Fairfield and State of Connecticut, hereinafter referred to as the “TOWN”, and the NEW CANAAN POLICE UNION, NATIONAL FRATERNAL ORDER OF POLICE, LODGE 042, hereinafter referred to as the “UNION”.

The TOWN hereby recognizes the UNION as the exclusive representative for the purposes of collective bargaining for all full-time uniformed and investigatory employees working twenty (20) hours or more per week, up to and including all ranks of Lieutenant, employed by the TOWN OF NEW CANAAN, in respect to wages, hours, and other conditions of employment.

When used herein, the following words are defined as the intent of the parties

<u>Word</u>	<u>Definition</u>
TOWN	Town of New Canaan
UNION	New Canaan Police Union and National Fraternal Order of Police, Lodge 042
Employee	All employees within the bargaining unit.
Personnel	All employees within the bargaining unit.
Police Commission	New Canaan Police Commission
Department	New Canaan Police Department

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The TOWN OF NEW CANAAN and the NEW CANAAN POLICE COMMISSION have and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by them and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, or the provisions of The Municipal Employees Relations Act (MERA), shall have the rights, responsibility and prerogative of management of the affairs of the Police Department and direction of the members of the Department.

Section 2. The UNION recognizes that the TOWN’S rights shall include, but are not limited to the establishing or continuing of policies, practices, or procedures for the conduct of the Police Department, the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees; to direct, select, decrease and increase the work force, including hiring, the extent to which the facilities of any department thereof shall be operated; removal of equipment, the right to introduce new and improved methods and facilities and to change existing methods and facilities, to transfer, to promote or demote employees for just cause; to suspend, discharge or otherwise discipline employees for just cause; and otherwise take such measures as

the Management may determine to be necessary for the orderly and efficient management and operation of the Police Department for the TOWN OF NEW CANAAN, provided, however, it does not affect wages, hours, or conditions of employment which are mandatory subjects of bargaining.

ARTICLE 3
NON - DISCRIMINATION

Section 1. Applicable Laws: Management, the UNION, and each employee covered herein, will cooperate with all applicable laws prohibiting discrimination on account of race, color, creed, religion, sex, national origin, handicap, age, or political affiliation.

Section 2. UNION or Non-Union Membership. The parties hereto agree that neither the Management, nor the UNION, shall discriminate against an employee because of his or her participation in activities herein described.

ARTICLE 4
COOPERATION

Section 1. The Management and the UNION shall work together in the interest of maintaining and improving efficiency in all TOWN operations, the conservation of materials, supplies, equipment, the improvement in quality of work and service and the correction of conditions making for grievances and misunderstandings.

ARTICLE 5
PAYROLL DEDUCTION OF UNION DUES FEES AND ASSESSMENTS

Section 1. The TOWN shall payroll deduct Union dues, each pay day, from the pay of each Union member, in an amount indicated by the Union and remit such deductions to the Union Treasurer each pay day, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a signed copy of which must be submitted to the TOWN.

Section 2. The UNION agrees to save the TOWN harmless from any action taken by an employee or group of employees as a result of the TOWN'S deduction of dues, fees or assessments as specified in this Article.

Section 3. The UNION shall be permitted to pay for and install its own bulletin board in the Day Room of the New Canaan Police Department.

ARTICLE 6
HOURS OF WORK

Section 1. The standard work- week shall average 37.5 hours. The employees shall work five (5) consecutive days and be off three (3) consecutive days, work five (5) consecutive days and be off

two (2) consecutive days. This rotation will continue until the end of the current schedule. It is recognized that forty (40) hours shall continue to be used to compute the hourly wage rates.

Section 2. No employee in the bargaining unit shall be temporarily assigned to a shift not his/her established shift, unless he/she is paid overtime at the rates hereinafter provided, except for the provisions of the following sections that relate to the three (3) least senior officers hired before March 31, 2017 or the four (4) least senior permanently appointed officers hired on or after March 31, 2017 and the provisions of Article 6, Section 5, (A, B, C, and D). Any officer so assigned shall comply with the order changing his/her shift.

Section 3. - Patrol Officers Permanent Shifts.

- A. Patrol officers shall work permanent shifts as follows:
 - 0700 hours to 1500 hours (day shift)
 - 1500 hours to 2300 hours (evening shift)
 - 2300 hours to 0700 hours (night shift)

- B. It is understood that the changing of hours and/or days off for the purpose of special assignments, schooling, and/or light duty will be exceptions to the above hours. The changing of hours and/or days off, for assignments to light duty which has occurred as a result of an on the job injury, will be mutually agreed upon, provided that such light duty hours/days off change shall not affect any other officer or assignment on another shift. The changing of hours and/or days off, for assignments to light duty which has occurred as a result of an off-duty injury or illness, may be decided by the Chief of Police, provided preference is given to the light duty office's regular shift, and provided such light duty hours/days off change shall not affect any other officer or assignment on another shift.

- C. For the purposes of the Patrol Officers permanent work shift, the following definitions will apply:
 - 1. "Permanent Bid Slot" is a bid slot on a particular shift that is bid upon prior to the commencing of the work schedule. When such slot is filled, it is with the understanding that the employee shall continue in said slot for the entire length of the work schedule or until he is removed from the schedule for the proper reason.

 - 2. "Permanent Bid Slot Vacancy" is a bid slot that is vacated by an employee before the termination of the work schedule for proper reason. For a vacancy to become permanent, the opening must exist for at least two (2) months of any bid period.

Section 4. - Shift Selection - Patrol Officers.

- A. Shifts shall be chosen in accordance with seniority. Once a bargaining unit member has selected a shift, he/she will remain on that shift until a vacancy exists on a

different shift or for a period of four (4) months, whichever comes first. If more than one (1) employee shall bid for a vacancy, the vacancy shall be filled by the most senior employee. Notwithstanding the above, it is understood that:

1. The Chief of Police shall have final authority on personnel assigned to a shift, said approval to be given prior to January 1 of each year. If the Chief does not approve, there shall be no change in the current work schedule and personnel assigned to each shift.
2. The Chief of Police shall determine and advise the UNION of the number of positions available for each shift and the days off for each position prior to final bids being made.
3. Each employee's shift and days off shall remain unchanged for each bid period, with the following exceptions:
 - a. When officers are assigned to special assignments, schooling and/or light duty, as set forth in Section 3.B, above.
 - b. When a permanent vacancy occurs on one of the shifts and a senior officer, who was previously denied the shift where the permanent vacancy exists during the annual bid process, wishes to fill that permanent vacancy.

Section 5. - Emergency Staffing - Patrol

- A. The Chief or his designee may declare an emergency when two (2) or more permanently assigned patrol personnel on the same shift are unable to work due to illness and/or injury for a period of fourteen (14) consecutive days or more and one of the following conditions also exist.
 1. There are less than two supervisory personnel (Lieutenant, Sergeant, or Acting Sergeant) assigned to each shift.
 2. The loss of the two personnel creates a shortage of staffing levels on the affected shift that cannot be addressed through reassignment of the three least senior and/or probationary employees.

NOTE: For the purposes of this section, a shortage of staffing levels, or a staffing shortage shall be defined as:

- a. Insufficient personnel to staff the shift, or
 - b. Sufficient personnel assigned to the shift, but not assigned to the slots that would remedy the shortage.
- B. If the Chief or his designee declare an emergency under (A) above, the Chief or his designee will determine if the supervisory or staffing shortage can be corrected

through voluntary movement of officer(s) currently assigned to the affected shift to a different schedule slot, following the procedures below:

1. In the case of a staffing shortage, the Chief or his designee will first seek officers to volunteer to switch slots to correct the imbalance, in order of seniority. If the staffing imbalance cannot be resolved voluntarily, the Chief or his designee may order the least senior shift officer to a different schedule slot.
2. In the case of a supervisory shortage, the Chief or his designee will first seek a supervisor or designated supervisor to switch slots to correct the imbalance, in order of rank. If the supervisory imbalance cannot be resolved voluntarily, the Chief or his designee may order the least ranking designated supervisor or supervisor on the shift, to a different schedule slot.

C. When the staffing emergency can not be resolved by the above procedures, the Chief or his designee will revert to the permanent bid selection process and attempt to find an available patrol officer or supervisor to volunteer to fill the staffing emergency, following the procedures below:

1. In the case of a staffing shortage, the Chief or his designee will first seek officers from the shift(s) that can accommodate a loss of personnel to switch shifts to correct the imbalance, based on the yearly bid selection. If the staffing shortage cannot be resolved voluntarily, the Chief or his designee may order the least senior officer to a different shift and slot.
2. In the case of a supervisory shortage, the Chief or his designee will first seek a supervisor or designated supervisor from the shift(s) which can accommodate a loss of supervisory personnel to switch shifts to correct the imbalance, in order of rank, based on the yearly bid selection. (However, the Chief or his designee reserves the right not to place two sergeants or two Lieutenants on the same shift.) If the supervisory shortage cannot be resolved voluntarily, the Chief or his designee may order the least ranking designated supervisor or supervisor to a different shift and slot.
3. The Chief or his designee will give any officer so ordered under this section a minimum of four (4) day's notice before any change in schedule.

D. Any movement of patrol personnel under these procedures will remain in effect until:

1. One of the two injured/ill personnel returns to his/her regular shift, thus remedying the emergency, or
2. Other means of staffing the emergency become available under regular contract language.

- E. It is understood that any personnel that are moved under these procedures:
 - 1. Will be paid at their regular rate of pay, and
 - 2. Will suffer no loss of vacation time that was previously granted prior to being moved.

Section 6. - New and Four Least Senior Employees.

- A. Probationary Employees shall, for the first twelve (12) months, after successful completion of required courses at the Police Officer Standards & Training Council (POSTC), approved academy, be assigned to shifts at the discretion of the Chief of Police.
- B. For employees hired before March 31, 2017, the three (3) least senior permanently appointed officers shall not be included in the bid selection process and shall be assigned to such shifts as shall be directed by the Chief of Police or his designee. For employees hired on or after March 31, 2017, the four (4) least senior permanently appointed officers shall not be included in the bid selection process and shall be assigned to such shifts as shall be directed by the Chief of Police or his designee.
- C. During the period between shift selections, the three (3) least senior permanently appointed officers for employees hired before March 31, 2017 and the four (4) least senior permanently appointed officers for employees hired on or after March 31, 2017, as well as any new employees, shall continue to be subject to assignment by the Chief of Police or his designee.
- D. As it relates to any of the three (3) least senior officers for employees hired before March 31, 2017 and the four (4) least senior permanently appointed officers for employees hired on or after March 31, 2017, who are subject to shift assignments by the Chief of Police or his designee, there shall be a minimum of four (4) days notice before any change in schedule.
- E. Shift assignments for the three (3) least senior officers for employees hired before March 31, 2017 and the four (4) least senior permanently appointed officers for employees hired on or after March 31, 2017 shall be for a period of at least thirty (30) consecutive days, including days off.
- F. When a probationary employee completes his/her first twelve (12) months of service after completion of required courses by the Police Officer Standards & Training Council (POSTC), and he/she is no longer one of the three (3) for employees hired before March 31, 2017 and the four (4) least senior permanently appointed officers for employees hired on or after March 31, 2017 least senior permanently appointed officers, he/she shall be permanently placed on a shift at the discretion of the Chief of Police for the remainder of the current work schedule.

Section 7. - Re-bidding of Shifts.

- A. If it is agreed the current schedule will continue in effect, the re-bidding will be done prior to November 1 of the schedule year for three (3) separate bid periods. The bid period offer shall be:

January 1st - April 30th
May 1st - August 31st
September 1st - December 31st

Section 8. - Swapping Of Shifts - Patrol Officers.

- A. The practice of one officer working for another (swapping of shifts), shall be allowed, on a day-for-day basis, subject to the approval of the Chief of Police or his designee, which request shall not be unreasonably withheld, and further provided:
1. Such substitution shall not impose additional cost to the Town; and
 2. The Chief or his designee shall be notified in writing at least twenty-four (24) hours prior to such substitutions.
 3. Officers that are approved to work a swapped shift shall work the said shift and shall not use any other form of accumulated time for that swapped shift.

Section 9. The Police Commission shall have the right to make a determination as to which personnel are to be assigned to rotating shift, including the three (3) for employees hired on or before March 31, 2017 and the four (4) least senior permanently appointed officers for employees hired after March 31, 2017 least senior permanently appointed officers but excluding permanent shift personnel.

Section 10. The Officers assigned to the Youth Office, Investigation Section and the Training Section, or to other special assignments, shall maintain their currently established rotations and/or assignments, unless they are re-assigned.

Section 11. - Supervisor's Permanent Shifts.

- A. Lieutenants and Sergeants assigned to the Patrol section shall work the following described permanent shift schedule, provided the schedule is approved by the Chief in accordance with Section 13.A of this Article:

One Lieutenant & One Sergeant: 0700-1500 hours (day shift)
One Lieutenant & One Sergeant: 1500-2300 hours (evening shift)
One Lieutenant & One Sergeant: 2300-0700 hours (night shift)

Notwithstanding the foregoing, only one (1) permanent supervisor (Lieutenant or Sergeant) shall be required:

0700 - 1500 Monday and Tuesday
2300 - 0700 Monday through Thursday

- B. In addition to the above shifts one Lieutenant or one Sergeant may be assigned to a relief shift. A relief shift shall consist of a rotating 5-2, 5-3 schedule with working days divided evenly between the day and evening shifts.
- C. All Lieutenants and Sergeants shall be allowed to bid.
- D. Each Lieutenant's and Sergeant's shift rotation of days off shall remain unchanged for the entire schedule period, with the following non-emergency exceptions:
 - 1. When Officers are assigned to a special assignment and/or schooling.
 - 2. When a permanent vacancy occurs which causes movement, because of bids.
 - 3. When Lieutenants or Sergeants voluntarily switch shifts.
 - 4. When a Lieutenant or Sergeant is re-assigned to another Section such as: Investigation, Youth or Training.
 - 5. When a Lieutenant or Sergeant is re-assigned to the Patrol Section from another Section and/or assignment.
 - 6. When a Lieutenant or Sergeant is assigned light duty status, which precludes him/her from performing his/her regular supervisory patrol duties. The changing of hours and/or days off, for assignments to light duty which has occurred as a result of an on the job injury, will be mutually agreed upon, provided that such light duty hours/days off change shall not affect any other officer or assignment on another shift. The changing of hours and/or days off, for assignments to light duty which has occurred as a result of an off-duty injury or illness, may be decided by the Chief of Police, provided preference is given to the light duty officer's regular shift, and provided such light duty hours/days off change shall not affect any other officer or assignment on another shift.
- E. Department supervisory levels shall remain at the following levels: five (5) Lieutenants and eight (8) Sergeants.
- F. Shifts in the Patrol section shall be filled, according to bids, by the most senior officer available for that given rank and position.
- G. Lieutenants and Sergeants not assigned to the Patrol section at the time of the bids shall reserve their bid according to seniority and be subject to placement into the

proper bid slot if they are reassigned to the Patrol section before the expiration of the current schedule.

- H. Seniority, for the purposes of this Article, shall be the time-in-grade, that the officer has accumulated from the day of his/her appointment to his/her current rank.
- I. If a vacancy does occur in the Patrol section, the vacancy shall be filled as soon as is reasonable, by the most senior affected Lieutenant or Sergeant, if there has been a bid for the vacated rank and slot.
- J. If a Lieutenant or Sergeant is re-assigned from a “Permanent shift slot” from the Patrol Section to another division and/or assignment, his/her slot will be held available to him/her if he/she returns to the patrol section before the current schedule expires. Proper adjustments will be made to ensure that the proper bids are recognized.

Section 12. - Responsibilities and Rights of the Chief of Police.

- A. The Chief of Police shall have final approval after bids have been completed and said approval or disapproval shall be made prior to the commencing of the new work schedule and prior to submission of final vacation bids.
- B. The Chief shall advise the Union of the positions and days off, as outlined in Section 12, prior to the finalizing of “shift” and vacation bids being submitted.
- C. If it is mutually agreed by the Chief and the Union that the current “permanent” work schedule will continue, the re-bidding shall be done prior to November 1st of each year.

Section 13. - Swapping of Shifts (Supervisors).

- A. The practice of a Lieutenant and/or Sergeant working for one another (Swapping or switching of full or partial shift) may be allowed on a day for-day basis, subject to the approval of the Chief of Police or his designee, which request shall be not unreasonably withheld, and further provided:
 - 1. Such substitution shall not impose any additional cost to the Town.
 - 2. Such requests will be forwarded, in writing, to the Chief or his designee with at least twenty-four (24) hours notice.
 - 3. Supervisors approved to work an approved shift swap shall work the said shift and shall not use any other form of accumulated time for that swapped shift.

ARTICLE 7
OVERTIME PAY

Section 1. If an employee in the bargaining unit is required to work overtime, he/she shall be paid for that work at the rate of time and one-half (1 1/2 x). Overtime would apply when an employee is required to work any hours over the scheduled work-week or any hour in excess of eight (8) hours per day.

Section 2. - Compensation Of Overtime.

- A. Up to the first 15 minutes an employee is required to work overtime at the beginning or at the conclusion of his/her work shift, he/she shall be paid at the time and one-half (1 1/2 x) his/her regularly hourly rate for a minimum of fifteen (15) minutes.
- B. A second consecutive fifteen (15) minute period shall be compensated for in a like manner.
- C. After the initial thirty (30) minutes of overtime is completed, all additional overtime shall be payable in a minimum of thirty (30) minute increments.
- D. Officers may accumulate one hundred and twenty (120) hours of compensatory time. Compensatory time will not be granted if it creates overtime; provided however on the night shift (2300 - 0700 hours) only one employee may use a Compensatory Day even if it creates overtime. Pay or compensatory time shall be at the employee's option. No compensation will be made for any unused compensatory time upon the member's separation from employment.

Section 3. - Call Back Pay.

A minimum of four (4) hours shall be paid when a police officer in the bargaining unit is called back to duty, providing, such overtime does not occur contiguous to the employee's regularly scheduled working hours.

Section 4. - Court Appearances.

- A. All employees in the bargaining unit shall be paid a minimum of four (4) hours at the time and one-half (1 1/2 x) rate when they are required to appear and/or testify by the Town of New Canaan, the State of Connecticut, or any Federal Agency at any and all criminal, civil, or administrative proceedings during their off duty time, excluding all Labor Board, Wage and Hour Board, State Board Mediation and Arbitration and OSHA hearings when required by the Union, providing such overtime does not occur contiguous to the employee's regularly scheduled working hours. Court appearances scheduled for 14:00 hours or later shall be considered contiguous to the 3-11 shift
- B. Any such appearances that go beyond four (4) hours shall be compensated for at

the time and one-half (1 1/2 x) rate in minimum thirty (30) minute increments for such additional time spent by said employee, during his off duty time, with no allowance to be granted for travel time.

- C. All employees who are required to appear and/or testify as stated above, shall request whatever payment is available from any and all sources, including State and/or Federal Agencies and any private citizens who are liable for the Officer's payment and any such payment received shall be turned over to the Town.

Section 5. - Emergency and Non-Emergency Special Event Overtime.

- A. Nothing contained in this Agreement shall be construed as to prevent the Town from ordering the employee to work overtime in any emergency situation or any non-emergency special event.
- B. For the purposes of this Section, "Emergency" shall mean an unforeseen combination of circumstances or the resulting state that calls for immediate action by department personnel to supplement efforts to save lives and protect property and ensure the public health and safety of persons and/or to avert or lessen the threat of a disaster.
- C. For the purpose of this section, a "Non-Emergency Special Event" shall be any event for which planning and preparation are made in advance and there are not sufficient personnel on duty at the time of the event to provide adequate security. Such events shall include; events sponsored by the Town or events held on Town property which holds a potential for disruptive behavior; holidays that traditionally draw large crowds to a location; security for visiting dignitaries; or other similar events.
- D. If the Chief or his designee deems it is necessary to supply extra personnel at a "Non-Emergency Special Event," he shall first attempt to recruit volunteers, prior to ordering off-duty personnel to work such event.
- E. Employees that are on extended vacations, funeral leave, extended sick leave or on injury leave shall be exempt from being ordered in to work for either an "Emergency" and/or "Non-Emergency Special Event."

Section 6. - Supervisory/Dispatch Overtime Staffing.

- A. The Chief of Police or his designee will ensure that a minimum of five (5) personnel are assigned to work each patrol shift. Those five (5) personnel shall consist of at least one (1) permanently appointed supervisor, or certified Acting Sergeant, who is eligible for promotion, a second supervisor or certified Acting Sergeant and one (1) certified dispatcher.
- B. When it is apparent that a supervisor; Lieutenant, Sergeant or Acting Sergeant,

eligible for promotion: or certified dispatcher is not scheduled to work a patrol shift, a Lieutenant, and/or Sergeant and/or Acting Sergeant, eligible for promotion or certified dispatcher will be assigned and paid overtime for the shift according to voluntary overtime and order-in procedures below.

- C. When there is no Supervisor or certified dispatcher assigned to a work shift, the following procedure will be used:
 - a. All available personnel within the designation (Lieutenant, Sergeant or Acting Sergeant or certified dispatcher), that would be ordered to work, will be asked to volunteer for such work.
 - b. If no personnel of that designation volunteers to work said shift, volunteers will be requested from the other designations not obliged to be ordered, in descending order.
 - c. If no volunteers are found, the next available Lieutenant, Sergeant or Acting Sergeant or certified dispatcher from the preceding work shift will be ordered to work the affected shift in reverse order of rank and number of order-ins.

- D. When there is only one Supervisor assigned to a work shift, the following procedure will be used to attempt to hire a second supervisor, (to be implemented also after procedures set forth in C, a-c above):
 - 1. If a Lieutenant is working, then the Sergeants or Acting Sergeants will be polled, in the order that they would have been ordered in.
 - 2. If a Sergeant is working, then the Lieutenants or Acting Sergeants will be polled, in the order that they would have been ordered in; (Sergeants will be polled third, if the above decline the overtime.)
 - 3. If an Acting Sergeant is working, then the Lieutenants or Sergeants will be polled, in the order that they would have been ordered in; (Acting Sergeants eligible for promotion will be polled third, if the above decline the overtime.)
 - 4. If a second Supervisor cannot be hired voluntarily, then the shift will work with one supervisor.

Section 7. - Mistakes in Overtime Hiring

Should an error occur in the hiring of an officer or officers for overtime or if an officer is improperly ordered to work out of turn, the following remedy shall be in effect: the affected officer (either not hired for overtime when it was his/her turn in error or ordered to work out of turn in error) shall be offered the choice of either deleting one assigned overtime entry or adding one order in the entry to/from their records in POSS. The deleting of the overtime entry will be for the shift that was originally affected.

Section 8. - Overtime - Missed Shift

No officer who fails to work a scheduled shift due to illness (marked sick leave) will be eligible for an overtime or extra duty assignment on either of the two shifts immediately following the shift on which the illness/sick leave marking occurred, unless the absence is due to a family members illness, or the special duty is scheduled prior to the employee becoming ill.

ARTICLE 8
WAGES

Section 1. Effective and retroactive to July 1, 2021, the annual wages in effect on June 30, 2021 will be increased by two and thirty-five hundredths percent (2.35%) for all steps and all positions.

Section 2. Effective July 1, 2022, the annual wages in effect on June 30, 2022 will be increased by two and one-half percent (2.50%) for all steps and all positions.

Section 3. Effective July 1, 2023, the annual wages in effect on June 30, 2023 will be increased by two and one-half percent (2.50%) for all steps and positions.

Section 4. Effective July 1, 2024, the annual wages in effect on June 30, 2024 will be increased by two and one-half percent (2.50%) for all steps and positions.

Section 5. Direct deposit - Wages shall be paid through direct deposit on alternate Fridays. Employees shall complete the necessary authorization to effectuate the direct deposit of wages. Effective September 1, 2007

Section 6. Pay statements issued to employees shall be itemized within the capabilities of the system to indicate the classification of work and the amount attributed to each classification. If possible, classification shall include overtime, acting Sergeant's or acting Lieutenant's pay, holiday pay, special assignments, etc.

Section 7. - Promotions and Salary Steps.

- A. Probationary steps for employees promoted from the rank of Patrol Officer to Sergeant and the employees promoted from the rank of Sergeant to Lieutenant shall be designated as "Step 4" in Schedules 1, 2, 3. The Annual Salary Schedules and

Steps are attached as Appendix A.

- B. It is recognized that said promoted employees shall be immediately moved into a “Step 5” classification upon successful completion of their probationary period.
- C. Current and future “Step 4” figures for Sergeants and Lieutenants were/ shall be computed as follows:
 - 1. When a Patrol Officer is promoted to the rank of Sergeant, he/she shall be paid a “Step 4” rate for the period of his/her probation in that rank. The monetary amount for Step 4” shall be half (1/2) of the difference between “Step 5” Patrol Officer’s and “Step 5” of Sergeant’s Pay.
 - 2. When a Sergeant is promoted to the rank of Lieutenant, he/she shall be paid a “Step 4” rate for the period of his/her probation in that rank. The monetary amount for “Step 4” shall be half (1/2) of the difference between “Step 5” Sergeant’s Pay and “Step 5” Lieutenant’s pay.

Section 8. - Shift Differential Pay.

Each employee who works at least four (4) hours of any work shift that begins between the hours of 12:59 and 22:59, shall be paid an additional six percent (6.0%) of their base pay for each hour worked on that shift.

Commencing July 1, 2010, each employee who works at least four (4) hours of any work shift that begins between the hours of 22:59 and 06:59, shall be paid an additional eight percent (8.0%) of their base pay for each hour worked on that shift.

ARTICLE 9
EFFECTIVE DATE

Section 1. Unless specifically stated otherwise, the provisions of this agreement shall become effective July 1, 2021.

ARTICLE 10
DETECTIVE STANDBY PAY

Section 1. Whenever a member of the Police Department is designated by the Chief of Police to be on an “on call” status, he/she shall be compensated in the following amounts:

- a. He/she shall be paid forty (\$40) per day for each day of “on call” status for a period of time not to exceed sixteen (16) consecutive hours of said status.
- b. He/she shall be paid fifty dollars (\$50) per day for each day of “on call” status that requires an employee to be in said status for a period exceeding sixteen (16) consecutive hours.

Section 2. The above amounts shall be paid the pay period following the submission of these requests by the appropriate supervisor.

ARTICLE 11
PROMOTIONS

Section 1. All promotions to Lieutenant and Sergeant positions, which are included in the bargaining unit, shall be made from certified lists based on competitive examinations conducted and administered by impartial agencies and/or independent boards. The detail of the procedures to be followed in promotions, including test weights and passing grades, shall be established in writing by the Police Commission and shall be discussed with the UNION. Once the weights and measures are determined, they shall be incorporated thereto into this Agreement and by reference made a part thereof, and they shall remain the same throughout the term of this Agreement.

Section 2. Except as otherwise may be herein before and after provided, the New Canaan Police Administrative and Operations General Orders adopted in 1987 and subsequently updated and amended, shall apply in their entirety, where applicable.

Section 3. All participants in the promotional process shall be provided with all testing results showing their respective position within the process with regards to all other scores obtained by other participants. Anonymity shall be provided so that the names of the participants in the process are not attached to the scores provided.

ARTICLE 12
LONGEVITY

Section 1. In addition to his/her regular salary and wages, each employee of the New Canaan Police Department, within the bargaining unit, shall receive, annually, the following longevity payment upon completion of the years of service as indicated below:

5 years	\$200.00
10 years	\$300.00
15 years	\$400.00
20 years	\$500.00

Section 2. Payment prorated to reflect months of service shall be paid on the first pay period of December and the second pay period of June each year.

ARTICLE 13
VACATIONS

Section 1. All permanent personnel shall be entitled to one (1) day of annual leave (vacation) with pay for each month of the year that the employee is in the employ of the Town. Probationary employees shall accumulate annual leave at the above rate during their probationary period, but shall not be credited with it until a successful completion of their probation. Personnel with five (5) years or more of continuous service shall be annually entitled to fifteen (15) working days

vacation. Personnel with ten (10) years or more of continuous service shall be entitled to eighteen (18) working days annually. Personnel with fifteen (15) years or more shall be entitled to twenty-four (24) working days annually.

Section 2. In determining the vacation benefits as above provided, the computation shall be made from the date the employee commenced employment.

Section 3. Each member requesting time off shall give notice of the same seven (7) days in advance.

- a. Whenever an employee submits a request for three (3) or more consecutive vacation days, he/she shall not be superseded by a senior employee UNLESS such senior employee has submitted a request for vacation time off (any amount) at least fourteen (14) days in advance of the requested time off.

Section 4. If more than one (1) member requests the same time off, the member with seniority shall be recognized. Seniority, for the purposes of this Section, shall be considered on the basis of rank first and the years of service second.

Section 5. A calendar year vacation selection list will be posted by November 15th of each year and will remain posted until December 15, for all officers to select vacations in accordance with the following procedures:

- a. Not less than three (3) working days shall be taken for officer's first and second selection.
- b. Each member in the Department will receive two (2) calendar year vacation selections. Based on the provisions of Section 4, the first selection of each member will be considered. Once all the first selections have been reviewed and either awarded or denied, a member's second selections will be considered for approval.
- c. For each vacation selection, a maximum of ten (10) working days may be taken contiguously. Additional vacation days may be granted so long as it does not interfere with other selected vacations.
- d. Up to two (2) Officers, plus the shift Lieutenant or at least one (1) Patrol Officer and Sergeant will be granted extended vacation time, i.e., two or more days at the same time
- e. The Lieutenant and Sergeant assigned to work the same shift will not be granted the same vacation time. A Designated Acting Sergeant assigned to the 11- 7 shift will not be granted vacation time already selected by the 11-7 Lieutenant or Sergeant, unless another Acting Sergeant is available to work.
- f. Vacation time will be selected and granted in accordance with the provisions of Section 4.

- g. Failure to select vacation time by December 15th will automatically give preference to those officers who have made their selections prior to December 15th.
- h. Yearly vacation bids during the period of July 2 through July 6, inclusive, and the period of December 22 through December 31, inclusive, will be restricted in the following manner:
 - 1. Vacation bids will be awarded as per this Section until minimum shift levels are met.
 - 2. Additional Vacation days shall be granted, up to current contract restrictions, seven (7) days prior to the date(s) requested if the shift can be voluntarily staffed.
- i. All other requests for vacation shall not interfere with the present system of granting vacation periods.

Section 6. Single day vacation requests will be granted in the following manner. No more than three (3) personnel per shift may be granted single day vacation requests. The Lieutenant and Sergeant assigned to work the same shift will not be granted the same vacation time. A designated Acting Sergeant assigned to the 117 shift will not be granted single day vacation time already selected by the 11-7 Lieutenant or Sergeant, unless another Acting Sergeant is scheduled to work on the shift.

Section 7. On the termination of employment, each employee shall be paid for unused vacation up to a limit of two (2) years' accumulation. In addition, each employee, upon termination of employment, shall be paid for unused "earned" days (See Article 14) up to a limit to two (2) years accumulation.

Section 8. No employee shall have accumulated more than two (2) years of vacation.

ARTICLE 14 **HOLIDAYS**

Section 1. The following holidays shall be observed by all bargaining unit employees:

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

Section 2. All Police Department personnel shall receive a full day's pay for each of the holidays named above, payment to be made in the following manner: Payment for six (6) of the named holidays to be paid during the first pay period of December of the fiscal year, payment for the remaining seven (7) of the named holidays to be paid during the second pay period of June of the fiscal year.

Section 3. Any officer working one of the 13 holidays listed in Section 1 above, may (i) submit a request for eight (8) hours straight time pay or (ii) submit a request that their holiday account be credited with eight (8) hours time off. No employee may accumulate more than two (2) years of holidays or 26 holidays in his/her holiday account. Employees must use the banked holidays in excess of the 26 holiday cap by June 30th, or said excess days shall be automatically forfeited. Each member requesting use of such time off shall give notice of the same, seven (7) days in advance. Time off requests shall be allowed, subject to the approval of the Chief of Police or his designee, based on shift personnel requirement and further provided, vacation requests shall take precedence over holiday time off requests.

In the event the employee wishes to be paid a day's pay in lieu of the time off, the employee shall turn in his/her earned slip and he/she shall be paid for that day on the next regularly scheduled pay day.

Section 4. If any Police Department personnel works overtime hours in addition to his/her regularly scheduled hours on the above named dates, such employee will not be eligible to receive an additional eight hours off-time or days pay in lieu of the time off, except that, an employee ordered to work at least four (4) hours in addition to his/her regular work shift on anyone (1) of the thirteen (13) recognized holidays, shall be compensated with time off (hour for hour) for such additional time spent.

Section 5. On the termination of employment, each employee shall be paid for unused accumulated holidays up to a limit of two years (26 days) accumulation.

ARTICLE 15 **MEDICAL BENEFITS**

Section 1. The Town shall provide all Union members with a comprehensive major medical insurance plan. The limits and amounts of coverage are mutually agreed upon by the Town and the Union and said coverage shall not be changed without the mutual written consent of each. The plan shall include a Preferred Provider Organization (PPO) and a High Deductible Health Plan (HDHP) with a health savings account (HSA). New hires on or after March 17, 2015 shall only be eligible to participate in the HDHP/HSA plan.

Section 2. The PPO plan shall be subject to the following deductibles and copayments:

Deductible	\$300/\$600/\$900 In Network; \$600/\$1,200/\$1,500 Out of Network
Coinsurance	100% In Network; 70% Out of Network

OOP Maximum	\$1,300/\$2,600/\$3,250 In Network; \$3,600/\$7,200/\$9,000 Out of Network
O.V. Copay	\$30 Primary Care; \$50 Specialist
In-Patient Hospital	100% after deductible In Network; 70% Out of Network
Out-Patient Surgery	100% after deductible In Network; 70% Out of Network
Rx	\$10/\$40/\$55 (\$20/\$80/\$110 mail order); commercial version
ER Copay	\$200 (\$50 Urgent Care)

The Town of New Canaan shall make available under IRS Section 125 a pretax Flexible Spending Account.

Section 3. Employees in the PPO Plan shall contribute towards the cost of the Plan as follows:

Effective July 1, 2021, each Union member shall contribute nineteen (19%) percent towards the single plus one cost of the medical plan.

Effective July 1, 2022, each Union member shall contribute nineteen (19%) percent towards the single, single plus one and family cost of the medical plan.

Effective July 1, 2023, each Union member shall contribute nineteen (19%) percent towards the single, single plus one and family cost of the medical plan.

Effective July 1, 2024, each Union member shall contribute twenty (20%) percent towards the single, single plus one and family cost of the medical plan.

Section 4. The HDHP Plan shall be subject to the following deductibles and copayments:

Deductible	\$2,000/\$4,000
Coinsurance	100% In Network; \$5,000/\$10,000 Out of Network
OOP Maximum	\$3,000/\$6,000 In Network; \$5,000/\$10,000 Out of Network
Rx	\$10/\$35/\$45 after deductibles

An HDHP plan shall remain in place. The Town shall contribute the following amounts toward the deductible funded the first pay period in July of each year:

- 2021-2022 55%
- 2022-2023 55%
- 2023-2024 55%
- 2024-2025 55%

Section 5.

Effective July 1, 2021, each Union member who chooses the HSA option shall contribute twelve (12%) percent towards the single plus one cost of the medical plan.

Effective July 1, 2022, each Union member who chooses the HSA option shall contribute twelve (12%) percent towards the single, single plus one and family cost of the medical plan.

Effective July 1, 2023, each Union member who chooses the HSA option shall contribute twelve (12%) percent towards the single, single plus one and family cost of the medical plan.

Effective July 1, 2024, each Union member who chooses the HSA option shall contribute twelve and one-half (12.5%) percent towards the single, single plus one and family cost of the medical plan.

Section 6. The TOWN will pay the premium cost of the Dental Insurance Program for all Union Members, and include provisions so that employees could include coverage for their dependents at their own expense. The Town agrees to pay twenty five (25%) of the premium cost of the Dental Insurance Program for the member's spouse, should the member elect coverage. The coverage and limits of this insurance plan shall not be changed without the mutual written consent of the Town and the Union.

Section 7. In the event that an employee is killed in the line of duty the Town shall continue to pay the premiums for whatever medical insurance plans are received by the bargaining unit from contract to contract for his/her surviving spouse and dependents at the time of his/her death. The Town shall continue to pay these premium costs until said surviving spouse remarries or until the deceased employee would have attained the age of sixty-five (65). The Town shall continue to pay the premium costs for the deceased employee's dependent until they attain the age of twenty-six (26).

Section 8. Effective July 1, 2007, each Union member will have the option to elect to not have medical and dental insurance provided to the member and his family by the Town of New Canaan. If the member elects to choose this option, the member must provide proof of alternate insurance coverage for the member and their family. Once proof is provided and verified, the Town of New Canaan will compensate the member four thousand dollars (\$4,000.00) in two payments. One for the first period in July for (\$2,000.00) and the next on the first pay period in December for (\$2,000.00) for each year the member elects this option. The member will have the option of choosing their coverage once each year on a mutually agreed upon date by the Town and the Union.

ARTICLE 16 **LIFE INSURANCE**

Section 1. The TOWN shall provide its regular full time employees with the Group Term Life Insurance, including double indemnity Accidental Death and Dismemberment, in the amount of \$75,000.

ARTICLE 17
PENSION PLAN

Section 1. It was agreed in the 1971- 72 Labor Agreement that the Funded Retirement Plan of the Town of New Canaan would be amended to incorporate the provisions listed below.

Section 2. Members of the bargaining unit shall be eligible to participate in the Funded Retirement Plan and to retire provided they have both completed twenty (20) years of service and reached their fiftieth (50th) birthday, or completed 25 years of service without regard to their age and birthday. Pension benefits to be paid will be computed on the basis of two and one-half (2 ½%) percent per year of credited service (up to a maximum of 75% [seventy five percent]) times the final three (3) years Average Annual Compensation (as defined in the Funded Retirement Plan).

- a. Pension benefits to be paid will be computed on the basis of two and one half percent (2 1/2 %) per year of credited service to a maximum of 75% time the one (1) final year annual compensation when the employee reaches the age of fifty-five (55) years.

Section 3. Effective July 1, 2013 the payroll deduction for the pension program for all members of the bargaining unit shall be two (2%) percent for employees hired on or before June 30, 2014, and eight (8%) percent for employees hired thereafter of their annual compensation. Effective July 1, 2019, the payroll deduction for the pension program for employees hired on or before June 30, 2014 shall be two and one-half (2.5%) percent of their annual compensation.

“Compensation” shall, as defined in the “Retirement Plan”, mean the basic salary being regularly paid by the TOWN to an employee basic salary shall exclude any overtime pay, bonuses, gratuities, commissions, retainer fees, benefits, severance pay and allowance for expenses or other special remuneration.

No participant in the plan shall be required to make contributions to the pension plan after thirty years of continuous participation

Section 4. Employees covered by this program will be permitted to work after twenty (20) years of service and age fifty-two (52), and the employee shall be retired upon his or her written request, unless shown, because of physical or mental condition, the employee cannot perform his or her normal duties after twenty (20) years of service and age fifty-two (52), the Police Commission may retire said employee to comply with the American with Disabilities Act (ADA). Notwithstanding the foregoing, for employees hired on or after July 1, 2017, there shall be a mandatory retirement age of 65; provided, however, employees over the age of 65 may continue to work provided they take and pass the (FLETC Score of 50 for all events -copy attached as Appendix B) the Department’s Physical Fitness Test, once a year as administered by the Town.

Section 5. The TOWN agrees to pay the premium cost of the Life and Health Insurance Benefit Plans single only coverage under the current medical plan in effect for the bargaining unit as same may be modified in the future for active employees through collective bargaining, subject to the

retiree's premium contribution, which effective July 1, 2012, shall be the same as that of active employees, as same may be modified in the future for active employees through collective bargaining for each member of the bargaining unit who retires under the Funded Retirement Plan of the Town of New Canaan through age 64/eligibility for Medicare. The employee will have the option of covering his/her dependents at his/her own expense. This provision shall continue for said member until the age that Social Security and/or Medicare-Medicaid benefits may begin to be paid at which time the coverage may be modified as set forth in the Century Preferred Comprehensive Certificate Book. The Town shall provide and pay for a Medicare supplement plan for the retiree only at age 65/eligibility for Medicare subject to the retiree's premium contribution which shall be the same percentage contribution as that of active employees. Retirees age 65 and older will be offered a conversion privilege which allows the retiree to continue life insurance coverage at his/her own expense. However, should the retired member have comparable benefits available at no additional cost to the member or the member's family (resulting from subsequent employment or employment of his/her spouse), the benefits provided for under the terms of this Article shall not be provided during the period in which comparable benefits are available, but shall be reinstated if said subsequent employment terminates.

Employees electing the HSA in retirement prior to age 65/Medicare eligibility, will pay the HSA premium contribution rate in effect for the active employees on the date of the employee's retirement but at age 65/Medicare eligibility, the retiree's premium contribution rate for the Medicare Supplement plan will be the PPO premium contribution rate in effect for active employees on the date of the employee's retirement.

Section 6. The Town agrees that a bargaining unit representative shall be a member of the "Town's Administrative Agent" and/or the "Committee" of the Pension Plan

Section 7. A member of the bargaining unit may remain in active employment after his/her Normal Retirement Date subject to his or her request for retirement or otherwise specified in Section 4, this Article.

Section 8. For the purpose of this Pension Plan, the surviving spouse benefits shall be equally applicable to the surviving spouse of a deceased member, regardless of sex, provided however, that such surviving spouse has been the spouse of such member at least twelve (12) months prior to the date of death of the member. The preceding twelve (12) month restriction will be waived if the member is killed in the "line of duty".

Section 9. The current plan benefit formula will be compared to the minimum benefit formula and the larger benefit will be paid by the employee.

Section 10. The Town's Pension Plan is subject to the maximum benefit rules in IRS Section 415 (b) (II) F-G.

Section 11. The Connecticut Municipal Employees Relations Act provides that the parties enter negotiations before any changes are made in the Town Pension Plan that would affect employee benefits.

Section 12. Disability pension benefits will be paid at fifty percent (50%) of average annual compensation, or at the benefit accrued at the time of disability, whichever is greater.

Section 13. The Town shall provide an annual stipend in the amount of Two Thousand Dollars (\$2,000.00) for all Union members that retire. This stipend shall be administered by the Town and used for the sole purpose of off-setting the cost of medical insurance for the spouse of the retired member. The Town shall pay the stipend amount directly to the insurance provider and not the retired member (a retired member who presents proof of payment directly to the carrier shall be reimbursed by the Town). If comparable medical insurance is available to the retired member's spouse at no cost to them then the said stipend shall not be provided until such time as the member's spouse is no longer provided with said insurance coverage.

Section 14. Effective July 1, 2012, upon death of retiree, spouse would be entitled to 75% of the benefit of the Member's Average Annual Compensation as of the Member's date of death or date of retirement. (Spousal benefit can not exceed retiree's pension benefit.)

Section 15. Effective upon ratification of the Collective Bargaining Agreement commencing July 1, 2010 a member of the bargaining unit who retires may elect to not have retiree medical insurance and the Medicare Supplement Plan provided to the member by the Town of New Canaan. If the member elects this option, the Town of New Canaan will compensate the member four thousand dollars (\$4,000.00) annually, in monthly payments of three hundred thirty three dollars and thirty four cents (\$333.34).

A member who elects to waive retiree medical coverage, including coverage under the Medicare Supplement Plan, may not subsequently receive coverage under the Town's medical plans, including the Medicare Supplement Plan, once the retired member makes that election.

Section 16. Employees who provide at least six (6) months written notice to the Chief of Police and the Director of Human Resources prior to the employee's retirement date, and provided the employee retires on that date, shall receive a severance payment, subject to required withholdings, as follows:

6 months of notice	\$3,000
7 months of notice	\$3,500
8 months of notice	\$4,000

In the written notice of retirement, the employee shall state a certain retirement date. If the employee does not retire on the date provided, the employee shall not be eligible for severance payment.

Section 17. Any member of FOP Lodge #042 who served in the United States Armed Services may elect to buy up to four (4) years of credited service in the Town of New Canaan Municipal Retirement Plan ("Retirement Plan") in one (1) year increments per year of active-duty service, as further provided in the January 20, 2022 Memo from the Department of Human Resources, attached as Appendix C. The Parties agree that the February 15, 2022 date to "buy" credited service in the Retirement Plan contained in Appendix C is replaced and superceded by the

following: eligible employees have sixty (60) days from the signing of this Collective Bargaining Agreement (July 1, 2021 – June 30, 2025) to elect to buy credited service in the Retirement Plan. Eligible employees hired after the signing of this Agreement have sixty (60) days from their date of hire to elect to buy credited service in the Retirement Plan. Any employee who elects to buy credited years of service will do so at the pension contribution rate at the time they begin payment.

Section 18. The Town of New Canaan shall offer a Deferred Retirement Option Plan (“DROP”) for members of the Town of New Canaan Police Department Pension Plan (the “Plan”), with the terms and conditions attached hereto as Appendix D.

ARTICLE 18 **GRIEVANCE PROCEDURE**

Section 1. The purpose of the grievance procedure is to provide an orderly method of adjusting grievances. A grievance is defined as any difference between the TOWN and the UNION or its members as to the interpretation and/or application of any provisions of this Agreement respecting wages, hours, disciplinary action or working conditions contained in this Agreement.

Section 2. - Procedure

The procedure for adjusting a grievance shall be as follows:

STEP 1: The aggrieved member, or the UNION, within fifteen (15) days when the employee, and/or the UNION, first knew or should have known of the occurrence giving rise to the grievance, shall file the grievance, in writing, with the Chief of Police, or his designee. The Chief of Police, or his designee, within ten (10) days of receipt of the written grievance shall meet with the aggrieved and/or the UNION representative in an attempt to resolve the grievance and shall give the UNION, and/or the aggrieved, his written response to the grievance within ten (10) days of said meeting date.

STEP 2: If the grievance is not resolved to the satisfaction of the aggrieved, and/or the UNION, the UNION shall, within ten (10) days of receipt of the Chief’s or his designee’s written response, at STEP 1, submit the written grievance to the Board of Police Commissioners. Said Board of Police Commissioners shall, within ten (10) days of receipt of the grievance, meet with the aggrieved, and/or the UNION, in an attempt to resolve the grievance and submit a written response, to the UNION, and/or the aggrieved, within ten (10) days of said meeting date.

STEP 3: If the matter is not resolved to the satisfaction of the aggrieved, and/or the UNION, the UNION may, within ten (10) days of receipt of the written response of the Board of Police Commissioners, submit the grievance to the State Board of Mediation and Arbitration, provided, a copy of such arbitration request is provided to the First Selectman. The decision of the arbitrator shall be final and binding, providing that the arbitrator decides only whether or not a specific provision of this Agreement has been violated and in no event shall the arbitrator have the power or authority to modify, alter, amend, add to or subtract from any provisions of this Agreement. The costs of arbitration shall be divided equally between the TOWN and the UNION.

Section 3. At any step of the grievance procedure, either party may request extension of time which can be extended if mutually agreed upon in writing by both parties. An extension shall not be unreasonably withheld.

Section 4. At any state of the grievance procedure, the aggrieved party shall have the right to have present one (1) member of the UNION Grievance committee or his/her designee who may be on duty and/or an outside representative.

Section 5. Any grievance that is not appealed to the next step within the specified time limits will be considered settled on the basis of the last decision rendered.

ARTICLE 19 **SICK LEAVE**

Section 1. All employees shall accumulate one and one-quarter (1 1/4) days of sick leave with pay for each month during which the employee is in the employ of the TOWN. The purpose and intent of this sick leave provision is to provide for continuance of pay in the event an employee falls ill or suffers a non-job connected injury and is unable to work.

Section 2. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion but shall be allowed in the case of: (i) the employee's personal illness or physical incapacity resulting from non-occupational causes, or (ii) the illness of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled within an employee as a member of his family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention.

Section 3. The Town will consider an abuse of sick leave any sick leave absence for illness or injury that represents a pattern of abuse. Should the Town believe an employee has established a pattern of taking sick leave, it shall notify the employee and his/her Union representative that it wishes to meet concerning the matter.

Section 4. Earned sick leave may be accumulated as shown in Section 3. In exceptional cases, the Board of Selectmen, on the recommendation of the Police Commission, may grant additional sick leave with payor may advance sick leave against future accumulations. Requests for such additional or advanced sick leave shall be in writing and must be signed by the employee or his/her agent.

Section 5. Sick leave shall be accumulated to a maximum of one hundred and ninety (190) days.

Section 6. Perfect Attendance. Any employee who completes a calendar year without using any sick time shall receive eight (8) hours of compensatory time which shall be used in the following calendar year.

Section 7. All employees, upon retirement, or their beneficiary, if death occurs to the employee, shall be entitled to and shall receive a cash payment equal to one day's pay at his/her current daily rate of pay in the following amounts:

- a. A full day's pay for one-half (1/2) of all accumulated sick leave in excess of one hundred ten (110) days.

Section 8. Proof of illness may be required by the Department Head, designee or the Board of Selectmen and, in the event of an absence for more than three (3) consecutive working days or the Chief alleges abuse of sick leave, the Department Head or his/her designee may require as proof of illness, a physician's certificate. If said certificate is required, the employee shall obtain it at the Town's expense from a mutually agreed upon physician. Nothing herein shall preclude the Town from requesting that an employee undergo examination by a physician selected by the Town, at the Town's expense.

Section 9. All other provisions of "The Personnel Rules and Regulations of the Town of New Canaan" as of the date of this Agreement concerning sick leave shall prevail.

Section 10. - Family and Medical Leave.

The Town will provide leaves consistent with the Family and Medical Leave Act (FMLA.) Additionally, FMLA leave will run concurrently with other leave entitlements granted under this agreement. The Town will apply the rolling basis method, retrospectively to determine how much leave an employee is entitled to under the FMLA. The Town may also require an employee to periodically contact the Town about his or her status while out on FMLA. The Town will consider and treat extended leave requests consistent with applicable federal and state laws.

ARTICLE 20
BEREAVEMENT LEAVE

Section 1. Employees shall be entitled to bereavement leave of five (5) working days in the event of a death of a member of his/her immediate family. Immediate family, for the purposes of this section, is defined as, parents, spouse, brother, sister, child and grandchild.

Section 2. Employees shall be entitled to bereavement leave of three (3) working days in the event of a death of a member of his/her extended family. Extended family, for the purposes of this section, is defined a grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepbrother, stepsister, foster parents, foster brother or sister, or any other relative whether by birth or marriage who was regularly domiciled in the employee's household.

ARTICLE 21
INJURY LEAVE

Section 1. Each permanent employee of the Department who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with pay less Worker's

Compensation from the date of injury until such time as he/she is able to return to duty on a full time basis. In no event shall such injury leave exceed two (2) years, or the date of maximum medical recovery as determined by the Workers' Compensation Commission, whichever comes first. If after two (2) years from the date the disability began, or after attaining maximum medical recovery, the full time employee is totally disabled within the meaning of the Pension Agreement, he/she is eligible to apply for the disability benefits therein.

Section 2. At any time during the recovery period, the TOWN can require the injured employee to undergo a physical examination conducted by a physician designated by the TOWN, and the employee will provide the Chief with a medical update and report of his/her condition every thirty (30) days unless waived by the Chief.

ARTICLE 22 **UNIFORMS AND EQUIPMENT**

Section 1. Upon appointment to the New Canaan Police Department, a regular member of the Department shall receive suitable clothing and equipment, as per the Chiefs established list of same. It is recognized that this list may from time to time be updated and/or changed to meet the needs of the Department by the Chief in writing without violating this Section.

Section 2. The Police Department budget item for "uniforms" shall be computed on the basis of Six Hundred Dollars (\$600.00) for each member of the bargaining unit. Effective July 1, 2007, the Police Department budget item for "uniforms" shall be computed on the basis of Seven Hundred Dollars (\$700.00) for each member of the bargaining unit. The administration and disbursement authorization of these funds shall rest with the Police Commission. The uniform allowance shall not be provided to new employees until after the completion of their probationary period and only then in such amount as would be prorated on a monthly basis for the remainder of the fiscal year. The uniform allowance shall be pro-rated, i.e., every two (2) months basis, for personnel on injury leave for a period of at least two (2) consecutive months.

Section 3. - Loss or Damage.

Any loss or damage to clothing or equipment of a member which occurs in the line of duty will be repaired or replaced by the TOWN and will not be deducted from the personal clothing allowance of said member. Where it is found that such loss or damage is due to negligence on the part of such member of the Department, he/she shall be required to replace same at his/her own expense. Any lost or damaged property shall be immediately reported, in writing, to his/her Shift Commander. All claims of damaged or lost property of any nature shall be subject to approval by the Chief of Police, which approval shall not be unreasonably withheld.

Section 4. - Cleaning Allowance.

The TOWN shall pay an annual cleaning allowance for each member of the uniformed force and each member assigned plainclothes duty. The annual cleaning allowance shall be Two Hundred Fifty Dollars (\$250.00). Effective July 1, 2007 the annual cleaning allowance shall be Three

Hundred Fifty Dollars (\$350.00). Payment to each employee shall be made in the first pay period in July.

Section 5. - Uniform and Equipment Return

All uniforms, equivalent to original issue, purchased with Town funds within the previous three (3) years leading up to termination of employment, will be returned to the Town.

Section 6. Upon termination of employment, all available equipment and uniforms, purchased with town funds, will be returned to the Town, by the employee.

ARTICLE 23
ACTING SERGEANT - ACTING LIEUTENANT

Section 1. An officer passing all test components of the Sergeants examination and whose final grade places him/her on the Certified Eligibility Promotion List may be designated an Acting Sergeant for supervisory work. The terms and conditions of an Acting Sergeant(s) hours of work, bid shifts, vacations, and rate of pay shall be in accordance with applicable sub-sections of Article 6; Article 7, Section 6 A,B,C,D; Article 13, Section 5.D; and this Article.

Section 2. In the event a Sergeant is not available for any shift, a patrol officer shall be designated by the Chief of Police or his representative as Acting Sergeant for the work shift in accordance with Section 1 of this Article. Such patrol officer shall be paid at Step 4 of a Sergeant's rate of pay for that shift and shall perform the duties of that rank. In the event a Designated Acting Sergeant is assigned as the shift commander, said Designated Acting Sergeant will be paid at Step 5 of the Sergeant's rate of pay for that shift and shall successfully perform the duties of that rank.

In the event two Acting Sergeants are assigned to work the same shift, and no Lieutenants or Sergeants are working that shift, the highest ranked Acting Sergeant will assume the duties of Shift Commander and be paid at Step 5 of the Sergeant's rate of pay; and the next ranked Acting Sergeant will assume field supervisory duties and be paid at Step 4 of the Sergeant's rate of pay.

Section 3. In the event a Lieutenant is not available for any shift, a Sergeant shall be designated by the Chief of Police or his representative as Acting Lieutenant for the work shift Such Sergeant shall be paid at Step 4 of Lieutenant's rate of pay for that shift and shall successfully perform the duties of that rank.

ARTICLE 24
DISPATCHER

Section 1. Assignments for dispatcher shall be made from the approved dispatcher's list, which will be annually updated by the Captain of Staff Services and approved by the Chief of Police. The Shift Commander will mark dispatch assignments at least one day in advance. Such assignments will be made based on dispatching abilities, maintaining dispatch skills for all designated dispatchers and training needs. The Chief of Police or his designee shall reserve the right to add or remove from the list any officer for proper reason.

Section 2. The Union and the Town will negotiate the impact of the creation of a civilian dispatch unit when a proposal is proffered.

ARTICLE 25
EDUCATIONAL PAY

Section 1. Effective July 1, 2011 the TOWN shall pay an extra annual stipend for education qualifications to employees hired prior to July 1, 1984 under the following schedule:

16 Credited Hours	\$75.00
28 Credited Hours	\$125.00
40 Credited Hours	\$175.00
52 Credited Hours (or Associate Degree)	\$400.00
90 Credited Hours	\$500.00
BS Degree	\$950.00
Masters Degree	\$1,000.00

Section 2. All employees will receive an annual stipend based on the following schedule:

60 Credit Hours or Associate Degree	\$500.00
90 Credit Hours	\$600.00
B.S. or B.A. Degree	\$1,025.00
Masters Degree	\$1,150.00

Section 3. The TOWN agrees to reimburse all current and future employees for higher education courses. Prior to reimbursement, interested employees must receive approval from the Police Commission for any educational courses. Maximum reimbursement for tuition fees shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00), including any educational stipend paid, except for stipends paid under Section 4 and/or Section 5, for any employee during the fiscal year. Effective July 1, 2007 Maximum reimbursement for tuition fees shall not exceed Four Thousand Dollars (\$4,000.00), except for stipends paid under Section 4 and/or Section 5, for any employee during the fiscal year. Employees must also successfully complete the approved courses to receive reimbursement. Successfully completed shall mean a final grade of C or above or successfully pass any courses or certifications that do not offer a letter grade upon completion.

ARTICLE 26
EMPLOYEE ACCOUNTS

Section 1. Each employee shall be given a statement of accounting of the following time: sick days, vacation days, holidays and hours owed. Such statement shall be given the employee within thirty (30) days of his/her annual appointment date.

Section 2. The TOWN shall furnish to the UNION a statement of accounting, in writing, of the total amount of all contributions to the Pension Fund by members of the bargaining unit as of January 1 of each year, and furnish a copy of the Trust Fund's Annual Report

ARTICLE 27
VEHICLE EXPENSE

Section 1. In the event an employee is required by the Police Department to use the employee's family or personal automobile, the TOWN shall reimburse the employee for such use at the rate of the current Federal Standard per mile

ARTICLE 28
SENIORITY AND LAYOFFS

Section 1. Police Department seniority shall mean the total length of continuous service as a full-time Police Officer in the New Canaan Police Department. An employee's length of continuous service shall not be reduced by the time lost due to sick or injury leave, or any authorized leave of absence. Completed probationary periods shall be included in continuous service.

Section 2. Rank Seniority (Sergeant or Lieutenant) shall mean total length of service of an employee as an appointee to a rank including all completed probationary periods. No employee shall acquire rank seniority in any rank for a period of service in such rank in an acting capacity. During such temporary service, he/she shall continue to accrue rank seniority in his/her permanent rank.

Section 3. Any two (2) or more employees having the same date of appointment or promotion, the employee who placed higher on the eligibility list from which such appointment or promotion was made shall have the higher rank seniority rating.

Section 4. In the event of a layoff, it shall be in inverse order of seniority on the New Canaan Police Department (i.e., last one hired, first one laid off, etc.) Said laid off employee shall remain on the employment list for a period of one (1) year and shall be rehired in the order of most seniority.

ARTICLE 29
COPIES OF CONTRACT

Section 1. A copy of the Labor Agreement between the UNION and the TOWN shall be furnished to all members of the bargaining unit and to each new employee at the time of hiring. A copy of all ordinances and resolutions needed to implement the Contract shall also be furnished.

Section 2. At the time of employment, an explanation of all benefits covered in this Contract shall be given to each new member of the bargaining unit.

ARTICLE 30
POLITICAL ACTIVITY

Section 1. There shall be no restrictions on members engaging in any political activity while off duty and out of uniform (Section 7-421), Conn. General Statutes.

ARTICLE 31
TABLE OF ORGANIZATION

Section 1. The Police Commission shall furnish a copy of the Police Department Table of Organization to the UNION. Any changes or revisions to the Table of Organization will be furnished within thirty (30) days of their adoption.

ARTICLE 32
COLLECTIVE BARGAINING

Section 1. All collective bargaining with respect to hours of work, wages, grievance procedures and other conditions of employment shall be conducted by authorized representative of the UNION and the authorized representative of the Town of New Canaan only.

Section 2. All police officers who are members of the UNION Negotiating Committee shall be granted leave from duty with full pay when they meet with the designated representative of the Town of New Canaan for purposes of collective bargaining. If the officer is not on duty at the time of the meeting, he/she shall not be entitled to compensation

ARTICLE 33
LAW ENFORCEMENT LIABILITY INSURANCE

Section 1. The TOWN shall provide law enforcement liability insurance of up to \$1,000,000 for each wrongful act and \$1,000,000 in the aggregate annually.

ARTICLE 34
NO STRIKE CLAUSE

Section 1. The UNION agrees that it and/or its members, individually or collectively, will not cause or take part in any strike, sit-down, slow-down, speedup, or curtailment, or restriction or interference of work. The TOWN agrees that there will not be a lockout of its employees during the life of this Agreement.

Section 2. Management shall have the right to take appropriate disciplinary action for violations of Section 1 of this Article.

Section 3. If there is an unauthorized strike, work stoppage, interruption or impeding of work, the UNION, together with its officers and agents, shall publicly denounce said strike, work stoppage, interruption or impeding of work, disclaim approval, advise those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately.

ARTICLE 35
UNION BUSINESS LEAVE

Section 1. The Union President, or his/her designee, shall be granted leave from duty with full pay, if on-duty, to attend conferences, seminars, UNION conventions, grievances before the State Board of Mediation and Arbitration, or Prohibited Practice complaints before the State Labor Relations Board, up to a total fifteen (15) days in each fiscal year. If the officer is not on duty during the time spent on the Union business, he/she shall not be entitled to any type of compensation or any adjustment of hours of work.

ARTICLE 36
MISCELLANEOUS

Section 1. For each employee who enrolls in the Credit Union selected by the UNION Executive Board, the TOWN shall make monthly payroll deductions in an amount authorized by the employee. Credit Union deductions shall be initiated if twenty-five (25) or more employees enroll in the Credit Union. The TOWN reserves the right to discontinue Credit Union deductions if the number of employee participants drops below five (5).

Section 2. Each member of the bargaining unit shall have the right to inspect his/her personnel file at a time mutually agreed upon between the Chief of Police and the employee. No information, in said file, shall be withheld from the employee.

ARTICLE 37
TRAINING TIME

Section 1. All scheduled Department training and physical testing shall be at straight time rates of pay for the employee(s) involved. Effective January 1, 2004, all scheduled Department training and physical testing shall be during the employee's scheduled work day or compensated on an overtime basis.

Section 2. An employee(s) shall have their hours and days of work scheduled as required according to the needs of the training assignment, provided that employees are notified of any changes of the hours of work or days off at least one (1) week in advance of such training assignment.

Section 3. Effective January 1, 2004, scheduled training and staff meetings shall be compensated at time and half (1 1/2 x) rates of pay with a minimum guarantee of four (4) hours pay for attending officers so long as said training is not contiguous to the officers scheduled shift.

ARTICLE 38
EMR/EMT STIPEND

Section 1. The Town agrees to pay an annual stipend to all members of the Union who have attained the certification of EMR/EMT. If an officer attains more than one certification the officer will be awarded the highest stipend attained and stipend amounts will not be combined. The stipend

will be dispersed annually in the first paycheck of December. Effective July 1, 2022, the annual stipends for EMR and EMT shall be combined. Stipends shall be awarded as follows:

EMR/EMT \$900

ARTICLE 39 **DRUG TESTING POLICY**

Section 1. - Policy

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug-testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug-testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus, their job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession, and public confidence in it are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department, and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug-testing program to detect prohibited drug use by sworn employees.

Section 2. - Statement

Both the Town and the Union strongly favor a drug free work environment. To that end, an Employee Assistance Program has been established for all employees which will provide counseling, evaluations, and treatment referrals, if needed, and will deal with such problem areas as family, financial, legal, emotional and substance abuse.

Section 3. -Definitions

- A. **Sworn Employee** - Those employees who have been formally vested with full law enforcement powers and authority.

- B. **Supervisor** - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

- C. **Drug Test** - The compulsory production and submission of urine by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

- D. **Reasonable Suspicion** - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using illegal drugs while on or off-duty.
- E. **Probationary Employee** - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a law enforcement officer.

Section 4. - Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- 1. No employee shall illegally possess any controlled substance.
- 2. No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
 - a. The employee may be temporarily reassigned to other duties, where appropriate.
- 3. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- 4. Any employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to any supervisor.
- 5. Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

Section 5. - Applicant Drug-Testing:

- 1. Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug-test; or

- b. A confirmed positive drug-test; indicating drug use prohibited by this policy.

Section 6. - Probationary Employee Drug-Testing:

1. All probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the chief or his/her designee.
2. In addition, where the probationary employee has a past history of drug use, he/she shall be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the chief or his/her designee.

Section 7. - Employee Drug Testing:

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A drug test will be administered as part of any regular physical examination, if any, as required by this department and if mutually agreed upon by the Union and the Town.
2. A drug test shall be considered as a condition of application to the specialized units within the department, and shall be administered as part of the required physical examination, if any, for that position.
3. An employee shall be required to undergo drug and/or alcohol testing if the supervisor believes there is probable cause that the employee may be in violation of Section 4, 1 and 2 of this Article which must be supported by a signed affidavit and a signed affidavit from another supervisor attesting to their beliefs. The Testing will then be ordered by an officer of the rank of Captain or higher, only. Whenever an employee is required to undergo testing the Union President, or member of the executive board may, if requested, accompany the employee.
4. Should the employee test positive for legal substances (Le., alcohol or prescribed medication) the employee shall be required to be evaluated by an Employee Assistance Program counselor and successfully complete the prescribed course of treatment, if needed and as determined by the Employee Assistance Program counselor or prescribing physician. Any further disciplinary action will be held in abeyance pending the counselor's recommendations. If a treatment program is required, the employee shall be required to complete treatment and attend support group meetings at least once per week for 52 weeks that must be verified in writing. The employee will also be subject to random testing for one (1) year. Failure to

comply with any of the above conditions, or testing positive a second time, during the first year of after care, shall result in termination.

5. Should an employee test positive for illegal substances, he shall be terminated.
6. An employee who has previously completed a treatment program as defined in 4 above and tests positive for the same legal substances, a second time within a three-(3) year period while on duty, shall be terminated. EXCEPTION: when that legal substance is taken in the prescribed dosage per prescribing physician in accordance with a medical treatment plan. A statement from the prescribing physician attesting to the medical necessity of the drug will negate termination. Self-referrals to the Employee Assistance Program shall not count against the employee. ***Refusal to submit to testing shall result in termination.***
7. All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. (Reference Section 8, 6 and 7, and Section 10, 1 and 2) All initial positive tests shall be verified by a confirming second test. There shall also be a split sample available for further verification by another laboratory under the chain of custody. All tests must be positive for a finding of a “positive”. Any finding of a “negative”, during any of the process, shall clear the employee.
8. Any disciplinary action taken under this Article, including termination shall be in accordance with Article 18, providing, that due process is adhered to and all tests indicate “positive” findings.

Section 8. - Drug-Testing Procedures:

1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
2. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel and a Union Official, if requested, shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.

- b. The employee to be tested shall disrobe before entering the bathroom facility, and be provided a light robe.
 - c. Testing personnel of the same sex as the employee shall observe production of the urine sample.
5. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
6. Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody is broken.
7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel

Section 9. - Drug-Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test, and
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.” Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
3. A specimen-testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than

the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

	Initial Test Level (Ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolites	300 ¹
Phencyclidine	25
Amphetamines	1000
¹ 25ng/ml if immunoassay specific for free morphine	

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS Test on a urine specimen that tested positive using a technologically different initial screening method

	Confirmatory Test Level (Ng/ml)
Marijuana metabolite	15 ²
Cocaine metabolite	150 ³
Opiates:	
Morphine	*300
Codeine	*300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
2 Delta-9-tetrahydrocannabinol-9-carboxylic acid	
3 Benzoyllecgonine	

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
8. Any employee who breaches the confidentiality of testing information shall be

subject to discipline.

Section 10. - Chain of Evidence-Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

Section 11. -Drug-Test Results:

1. All records pertaining to department required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state

ARTICLE 40
DISCIPLINARY PROCEDURES

Section 1. - Notification.

The Police Department shall notify the employee and the UNION, in writing, in any disciplinary action by the Chief or his designee within three (3) days after its occurrence specifying the reasons therefore.

Section 2. - Union Representation.

- A. If an employee has reason to believe, as a result of a meeting with a Superior Officer, that disciplinary action is going to be taken against him or her, the employee shall have, at his or her request, the right to choose Union Representation at such meeting, in addition to any employee's rights he or she may have as a result of any decision and/or applicable law.
- B. The Town and the Union agree that mutual respect shall be shown at all times between all ranks of Police Officers.

Section 3. - Removal of Reprimands.

All reprimands taken against any employee shall be removed from the employee's personnel file, with application to do so, and approval from, the Records Administrator of the State of Connecticut, in accordance with the time table set forth in the "State of Connecticut Schedule for Records Retention" and such reprimands shall not be used in any matter, provided there is no record of any subsequent discipline, and there is no litigation initiated on that discipline.

ARTICLE 41
BILINGUAL STIPEND

Section 1. An officer who is fluent and proficient in a second language(s) of benefit to the Department as determined by the Chief of Police shall annually receive on September 1 a stipend of \$600.00. Language proficiency shall be the successful completion of the Berlitz level 5 | CEF level B 1.1 certification program and proficiency testing. The officer shall be required to pay the cost of proficiency testing, Town will reimburse up to \$100 if officer successfully completes the program.

ARTICLE 42
DURATION

Section 1. This Agreement shall be in full force and effect from July 1, 2021 up to and including June 30, 2025. Either party wishing to amend or modify such Agreement shall so notify the other party, in writing, no more than six (6) months nor less than one hundred twenty (120) days prior to the expiration of this Agreement of its intention to amend or modify such Agreement.

Section 2. Upon receipt of such written notice of negotiated modifications or amendments to this Agreement, the TOWN and the UNION shall meet within thirty (30) days to begin negotiations for a successor Agreement.

IN WITNESS WHEREOF, Kevin Moynihan, as First Selectman and acting herein on behalf of the TOWN OF NEW CANAAN, hereunto duly authorized by the TOWN COUNCIL, does hereunto set his hand and the seal of the TOWN and John T. Milligan, as President of NEW CANAAN POLICE UNION, and Jack Parlon, Labor Specialist, F.O.P. LODGE 042, do hereunto set their hands this ___ day of _____, 2022.

THE TOWN OF NEW CANAAN

By _____
Kevin Moynihan, First Selectman

By _____
Cheryl Jones, Human Resource Director

NEW CANAAN POLICE UNION,
F.O.P. LODGE 042

By _____
John T. Milligan, President

By _____
Jack Parlon, F.O.P. Labor Specialist

APPENDIX A
ANNUAL SALARY SCALES AND STEPS

SCHEDULE 1

July 1, 2021 - June 30, 2022

	2088 Hours				
2.35%	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$69,425.86	\$72,477.21	\$75,495.28	\$79,455.76	\$96,936.02
Sergeant				\$103,772.91	\$110,607.34
Lieutenant				\$115,874.84	\$121,139.85

SCHEDULE 2

July 1, 2022 - June 30, 2023

	2088 Hours				
2.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$71,161.50	\$74,289.14	\$77,382.67	\$81,442.15	\$99,359.42
Sergeant				\$106,367.23	\$113,372.53
Lieutenant				\$118,771.71	\$124,168.35

SCHEDULE 3

July 1, 2023 - June 30, 2024

	2080 Hours				
2.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$72,940.54	\$76,146.37	\$79,317.23	\$83,478.21	\$101,843.41
Sergeant				\$109,026.41	\$116,206.84
Lieutenant				\$121,741.00	\$127,272.56

SCHEDULE 4

July 1, 2024 - June 30, 2025

	2088 Hours				
2.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$74,764.06	\$78,050.03	\$81,300.16	\$85,565.16	\$104,389.49
Sergeant				\$111,752.07	\$119,112.01
Lieutenant				\$124,784.52	\$130,454.37

APPENDIX B
FLETC

FEDERAL LAW ENFORCEMENT TRAINING CENTER 50+ MALE				
SCORE	FLEXIBILITY	% BODY WEIGHT PUSH	1.5 MI RUN	AGILITY
100	22.00	98.00	11:55	18.40
99	21.50	96.70	12:10	18.54
98	21.00	95.30	12:25	18.68
97	20.50	94.00	12:40	18.82
96	20.00	92.70	12:55	18.96
95	19.50	91.30	13:10	19.10
94	19.00	90.00	13:25	19.24
93	18.50	88.70	13:40	19.38
92	18.00	87.30	13:55	19.52
91	17.50	86.00	14:10	19.66
90	17.00	84.70	14:25	19.80
89	16.50	83.30	14:40	19.94
88	16.00	82.00	14:55	20.08
87	15.50	80.70	15:10	20.22
86	15.00	79.30	15:25	20.36
85	14.50	78.00	15:40	20.50
84	14.00	76.70	15:55	20.64
83	13.50	75.30	16:10	20.78
82	13.00	74.00	16:25	20.92
81	12.50	72.70	16:40	21.06
80	12.00	71.30	16:55	21.20
79	11.50	70.00	17:10	21.34
78	11.00	68.70	17:25	21.48
77	10.50	67.30	17:40	21.62
76	10.00	66.00	17:55	21.76
75	9.50	64.70	18:10	21.90
74	9.00	63.30	18:25	22.04
73	8.50	62.00	18:40	22.18
72	8.00	60.70	18:55	22.32
71	7.50	59.30	19:10	22.46
70	7.00	58.00	19:25	22.60
69	6.50	56.70	19:40	22.74
68	6.00	55.30	19:55	22.88
67	5.50	54.00	20:10	23.02
66	5.00	52.70	20:25	23.16
65	4.50	51.30	20:40	23.30
64	4.00	50.00	20:55	23.44
63	3.50	48.70	21:10	23.58
62	3.00	46.00	21:25	23.72
61	2.50	44.70	21:40	23.86
60	2.00	43.30	21:55	24.00
59	1.50	42.00	22:10	24.14
58	1.00	40.70	22:25	24.28
57	0.50	39.30	22:40	24.42
56	0.00	38.00	22:55	24.56
55	0.00	36.70	23:10	24.70
54	0.00	35.30	23:25	24.84
53	0.00	34.00	23:40	24.98
52	0.00	32.70	23:55	25.12
51	0.00	31.30	24:10	25.26
50	0.00	30.00	24:25	25.40

APPENDIX C
MILITARY BUY-IN

Town Of New Canaan
Department of Human Services
77 Main Street
New Canaan, CT 06840
203-594-3108

To: Active Police Officers with United States Military Service
From: Cheryl Jones, Human Resources
Date: January 20, 2022
Re: United States Military Services

There is a new stipulation in the Labor Agreement July 2021 – June 2025 between the Town of New Canaan and the New Canaan Police Union National Fraternal Order of Police, Lodge 042. You may now purchase active service in the United States Military in exchange for years of service in the Town of New Canaan Municipal Retirement Plan. This agreement allows for a maximum "buy in" of four years equivalent time. Members are only eligible if they have not bought into this in the past.

The time purchased or "buy-in" must be made either in a lump sum or bi-weekly installments through payroll deductions. The lump sum method locks in the purchased years of service as of the date of the lump sum payment. The installation method will only credit you with the fractional amount equivalent to the percentage of the "buy-in".

If you are buying four years of service over a two year period, you will make 52 payments; three years of service over 1.5 years, you will make 39 payments; two years of service over 1 year, you will make 26 payments and one year over 6 months, you will make 13 payments. If you leave or become disabled, you will only receive credit for the amount of service purchased up to the date of termination or disability. You will not be able to change your election and pay the remaining balance by lump-sum.

The service that you purchase is only useful for increasing the number of years of service for benefit calculation. These purchased years are not counted toward required years of active service for retirement or required years for vesting.

The buy-in may be either "Pre-Tax" or "After-Tax". This depends on your prior election for normal pension contributions. This election was a one-time election that cannot be changed or revoked.

You must make an election before February 15, 2022 if you want to exercise your "buy-in" or wish to decline.

Pension "Buy In" Election Form

I have read the options available to me regarding the "buy in" of United States Military Service that would count towards my service in the Town of New Canaan Pension Plan. I also understand that the option I make is irrevocable.

I wish to exercise my right to purchase service credits up to the maximum allowed as described in the Labor agreement of the New Canaan Police Union, National Fraternal Order of Police, Lodge 042 covering the period July 1, 2021 to June 30, 2025. I wish to buy _____ years of service and buy them in: (Check One)

One Lump Sum payment of \$ _____.

OR:

Bi-Weekly payroll deductions.

Print Name _____ Signature _____

WAIVER

I wish to DECLINE the right to "BUY IN" Military Service for the purpose of calculating my pension service.

Print Name _____ Signature _____

Return the original form to Cheryl Jones prior to: _____

APPENDIX D
DEFERRED RETIREMENT OPTION PLAN (DROP)

The Town of New Canaan shall offer a Deferred Retirement Option Plan (“DROP”) for members of the Town of New Canaan Police Department Pension Plan (the “Plan”), with the following terms and conditions:

A. The following definitions shall apply to the DROP provided under this Section:

1. “Member” shall mean a member of the Town of New Canaan Police Department Pension Plan.

2. “DROP period” shall mean the number of years for which the member elects to participate in the DROP. The DROP period shall be in increments of full years. The DROP period shall commence on the first day of a calendar month and shall terminate on the last day of a calendar month.

B. Eligibility for Participation in the DROP:

1. Any member, on or after reaching eligibility for normal retirement (either age 50 and 20 years of service or 25 years of service) but not exceeding 30 years of service, may participate in the DROP for a minimum of one and a maximum of four years, but in no event beyond the members 65th birthday. Members wishing to participate in the DROP after their completion of 30 years of service, may participate in the DROP for a minimum of one year and a maximum of three years, but in no event beyond the members 65th birthday.

2. Such member shall provide at least 90 days written notice to the Town of New Canaan of his/her election to participate in the DROP, on a form provided by the Town of New Canaan. The form shall require that the member specify the DROP period and the date of commencement of the DROP. A member may not file a notice of election to participate in the DROP unless he/she has reached eligibility for normal retirement or is expected to attain such eligibility within six (6) months of the date of the notice.

3. A member who elects to participate in the DROP shall execute the following prior to commencement of the DROP period:

- a. ADEA waiver
- b. Notice of Election to participate in the DROP
- c. Application for participation in the DROP
- d. Beneficiary designation

C. A member who participates in the DROP will be considered retired only with respect to the calculation of the member’s monthly pension benefit under the Plan as of the date of commencement of the DROP period, and such member will not be separated from the Town of New Canaan service until the end of the DROP period. Notwithstanding any other provision of the Plan to the contrary, a member participating in the DROP need not separate from the Town of New Canaan service to qualify for the pension benefit payments provided in D below.

D. During the DROP period 96 percent of a member's pre-DROP monthly accrued retirement benefit shall be credited to a recordkeeping account, for the member, in the pension fund. At the end of the DROP period, these funds, with interest accrued at the rate of the two-year average T-bill, adjusted annually, to a maximum of five percent (5%) per annum, on each year's balance shall be paid in a lump sum to the member. Payment shall be made within thirty (30) days of the member's separation from service.

E. The following shall apply during the DROP period:

1. The member shall remain in full Town of New Canaan service at his/her current rank/seniority, with all the terms, rights, conditions, and benefits of the collective bargaining agreement (i.e., wage adjustments, vacation, sick leave, holidays, injury leave, uniform allowance, health insurance, overtime, tuition, etc.) except as expressly limited herein.

2. The member shall not be eligible for promotion within the Police Department while in the DROP.

3. The DROP payments shall include the benefit outlined in collective bargaining agreement Article 13 Section 7 between the Town of New Canaan and F.O.P., Lodge 042.

4. A member who elects the DROP shall participate in and contribute to the medical premium cost share on the same basis as active employees during the DROP period

5. During the DROP period, the member shall not make employee contributions to the Plan.

6. A member who sustains an on-the-job injury during the DROP period shall be entitled to Worker's Compensation benefits as if an active employee. If the member becomes disabled as a result of such injury during the DROP period, the member shall be entitled to receive a disability pension pursuant to this Plan and, if such disability pension is approved by the Pension Committee, participation in the DROP shall cease on the effective date of the disability pension.

F. Any member who has commenced participation in the DROP may not withdraw from the DROP once the DROP Period begins unless:

1. The member separates from the Town of New Canaan service; or

2. The member applies in writing to the Police Commission to seek permission to be released from the DROP election for cause and the Police Commission grants that request. The decision of the Police Commission shall be final.

G. Terminal and Other Leave Payouts.

1. At the commencement of the DROP period, the Town of New Canaan shall calculate the terminal leave payout for years of service and sick leave, as well as vacation and holiday pay, as if the member was retiring under the normal retirement provisions of the Plan. Prior to such calculation, the member may elect to withdraw up to twenty-four

(24) days from his/her accumulated sick leave and/or two years of vacation time and carry those days into the DROP period.

2. The Town of New Canaan shall pay the amount due under the above calculation for the member's terminal leave and other payouts in equal annual installments over the member's DROP period. At the Town of New Canaan's option, these payments may be accelerated.

3. There shall be no further terminal leave payout or payment for vacation or holiday time at the completion of the DROP period.

H. In the event of a member's death prior to completion of the DROP period, survivor benefits shall be paid pursuant to the Plan and any of the funds credited during the DROP period to the date of the member's death shall be paid to the member's beneficiary.

I. Upon completion of the DROP period the member will be considered a retired employee. The retiree shall thereafter receive his/her full pension payments as outlined above.

J. The President of the Union shall be notified of and sent copies of the agendas for meetings of the Town of New Canaan Pension Board, or any committee of that Board or its successor which is charged with overseeing pension fund investments for all Town of New Canaan pension funds. The President of the Union or his/her designee may attend and participate in any meeting relating to pension fund investments and shall also be provided with copies of any reports made to the Board relating to such investments.