

*Collective Bargaining Agreement Between*

*The Town of New Milford, Connecticut*

*AND*

*The United Public Service Employees Union*

*UPSEU/COPS, UNIT 47*

*(New Milford Police Union)*

*Through June 30, 2026*





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This contract is made and entered into by and between the TOWN OF NEW MILFORD, STATE OF CONNECTICUT, hereinafter called the "Town", and the UNITED PUBLIC SERVICE EMPLOYEES UNION, UPSEU/COPS, Unit 47, hereinafter called the "Union".

## ARTICLE I – DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings ascribed to them in this Article, except in those instances in which the context clearly indicates otherwise.

### Section 1.01

"Union" means the United Public Service Employees Union, UPSEU/COPS, Unit 47.

### Section 1.02

"Town" means the Town of New Milford, Connecticut.

### Section 1.03

"Police Department" means the Town of New Milford Police Department.

### Section 1.04

"Police Chief" means the Chief of the New Milford Police Department or his duly authorized representative.

### Section 1.05

"Employee" means an employee as defined by Section 7-467 of the Connecticut General Statutes who is a member of the bargaining unit as defined by Section 2.01 of this agreement.

### Section 1.06

"Contract" and "Agreement" refer to this collective bargaining agreement between the Town and the Union reached under the terms of Sections 7-467 to 7-477 of the General Statutes, as amended. Said terms are used interchangeably hereunder.

### Section 1.07

"The Plan" means Town of New Milford Pension Plan.

### Section 1.08

Service in the Police Department as used in this Agreement shall be calculated from the date of hire (or most recent date of rehire) as a full-time employee, whether permanent or probationary with the New Milford Police Department.

### Section 1.09

In the event this Agreement is the result of binding interest arbitration and the parties therefore do not sign the Agreement, any references in this Agreement to the date the Agreement is "signed" shall mean the date the arbitration award is final.

## ARTICLE II – RECOGNITION AND UNIT DESCRIPTION

### Section 2.01

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all full-time police officers, excluding full-time police officers of the rank of lieutenant and above employed by the Town of New Milford in its Police Department.

## ARTICLE III – DUES DEDUCTION

### Section 3.01

The Town agrees to deduct from the pay of all employees who authorize such deductions from their wages, such membership dues, initiation fees, and reinstatement fees as may be fixed by the Union. The Town will remit these amounts collected to the Union once each month, together with a list of employees from whose wages these sums have been deducted.

### Section 3.02

In consideration of the Town entering into the provisions of this article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liability, attorneys' fees or costs to the Town which arise out of entering into or enforcement of these Articles.

## ARTICLE IV – MANAGEMENT RIGHTS

### Section 4.01

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include but are not limited to: the right to manage its operations; the right to direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfer



thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations and the selection of the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; the right to maintain discipline and efficiency of employees and to proscribe rules to that effect; and the right to establish and change production standards and quality standards, to determine the qualifications of employees, to regulate quality and quantity of production and to run the Department efficiently.

## ARTICLE V – BULLETIN BOARDS AND UNION MEETINGS

### Section 5.01

The Town shall permit the Union to have the reasonable use of a bulletin board located in the Police Station for posting notices concerning Union business and activity. Additionally, the Union shall be permitted to continue to store and maintain two (2) filing cabinets within police headquarters in a location determined by the Chief.

## ARTICLE VI – UNION BUSINESS LEAVE

### Section 6.01

No more than two (2) members of the Union acting as a negotiating committee or as observers of negotiations shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract when such meetings take place at a time when such members are scheduled to be on duty. The Union will notify the Chief of Police, at least 24 hours in advance in writing, of the names of the members, and the approximate proposed timeframe of absence from duty. Bargaining Unit members shall not use department vehicles while on leave from duty out of town pertaining to this section unless the member is compelled to be out of town by the Town.

### Section 6.02

The President, or his designee, and the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty. This provision also applies to attendance at arbitration hearings. The Union will notify the Chief of Police, at least 24 hours in advance in writing, of the names of the members, and the approximate proposed timeframe of absence from duty. Bargaining Unit members shall not use department vehicles while on leave



from duty out of town pertaining to this section unless the member is compelled to be out of town by the Town.

#### Section 6.03

The Union President or his or her designee will be granted eight (8) hours leave, with pay, per month, for the purposes of conducting special and regular Union business (e.g. investigating grievances, seminars, conventions, etc.). The Union President shall be required to submit the name of the designee, at least 24 hours in advance, who must be a Union Official, to the Chief of Police and document reason as described (investigating grievances, seminars, conventions, etc.). Said leave shall be non-accumulative and granted in a fashion so as not to interfere with minimum manpower scheduling or cost overtime. No extra duty or overtime assignments will be granted to the Union President or his or her designee while on union business leave.

### ARTICLE VII – RESIDENCY REQUIREMENT

#### Section 7.01

The Town and the Union encourage all employees to reside within the Town of New Milford in order to minimize the time required for emergency response and to maximize each officer's affiliation with the community. However, residency outside the Town shall be allowed provided that each employee shall maintain his personal residence within a distance of forty (40) road miles from the New Milford Police Department, traveling a customary route of any Town and State roads. For each employee who resides outside the Town, the Chief of Police, shall certify that the location of the employee's residence meets the residency requirement of this Article.

### ARTICLE VIII – WORK SCHEDULE

#### Section 8.01

The regular work schedule for Patrol Officers shall be a rotating five day on – three day off, nine hour day. The regular schedule for Sergeants and employees working an administrative schedule shall be a rotating five day on two day off – four day on, three day off, nine hour day.

- (a) Shifts are defined as:
  - Days-7 a.m. to 4 p.m.
  - Evenings-3 p.m. to 12 a.m.
  - Midnights-11 p.m. to 8 a.m.

There will also be one (1) officer assigned to each of the following shifts:

Days-6 a.m. to 3 p.m.  
Evenings -2 p.m. to 11 p.m.  
Midnights- 10 p.m. to 7 a.m.

- (b) The Chief shall have the right to open and close all bid slots prior to the sixteen (16) week bidding cycle. Employees who are in an administrative or non-bid assignment and are moved to a bid position shall maintain their administrative or non-bid work schedule for the duration of the bidding cycle unless the move occurs within the first five (5) weeks of the bid cycle in which case employees shall re-bid for the duration of the bid cycle.
- (c) Officers assigned to the ISB or administrative positions will work 5 consecutive 9 hour days with 2 days off, followed by 4 consecutive 9 hour days with 3 days off for the duration of their assignment. There shall be two days per bid assigned as "floater days" which days shall be scheduled in advance of the start of the bid. Changes to the scheduled two (2) additional days off may be made with the approval of the Chief.
- (d) School Resource Officers (SRO's) shall work according to the school teacher schedule (5-2, 187 days, 9 hour shifts). The hours shall be 7:00 a.m. to 4:00 p.m. Monday through Friday. With the exception of the school vacation (summer break), officers shall have the same days off during the week as the school schedule. During the summer break, the SRO's shall work a 5-2, 4-3 Administrative schedule, 9 hours shift selected by the Chief based on seniority. SRO's will work patrol on days school is closed due to inclement weather.
- (e) Canine officers shall work a regular bid shift. They shall be compensated for their canine duties at the rate of five (5) hours per week at their straight time rate for each week spent caring for the canine. Bids for Canine officers shall be by seniority with no two dogs of the same utility on the same shift.

#### Section 8.02

Nothing contained herein shall prevent the substitution by one (1) employee for another employee on his work shift provided that the Chief of Police gives prior approval thereto. Such substitution shall not impose additional cost on the Town.

**Section 8.03**

The Chief of Police may adjust shift assignments with forty-eight (48) hours' notice to those employees affected by the adjustment. Said adjustments may be made to schedule the employees for training, to replace the employees who are absent due to extended illnesses or injury, and to fill vacant positions. The Chief shall solicit volunteers from the bargaining unit members before mandating a schedule change. The Officers affected by these said shift adjustments shall be the seven (7) Officers with the least departmental seniority. The maximum number of Officers whose shift will be adjusted per occurrence shall be three (3) Officers.

- (a) Subject to the foregoing, employees assigned to the Patrol Division shall bid every sixteen (16) weeks by seniority and classification for their work schedule.
- (b) The Union agrees to the establishment of up to four (4) non-conforming bid positions to augment the regular bid schedule between the hours of 11 a.m. and 3 a.m.

**Section 8.04**

In order to meet training requirements, for the individual attending training, the Chief can change the Officer's Schedule with forty-eight (48) hours' notice. The Officer whose schedule is changed for training will have the right of first refusal for overtime that is posted to fill the position he vacated as a result of the change in schedule regardless of the distribution of overtime rules.

**Section 8.05**

**Sergeants' Schedule.**

The Town and the Union agree to maintain the following 5/2 - 4/3 work schedule for Sergeants.

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Sgt #1	Off	Off	D	D	D	D	D	Off	Off	Off	D	D	D	D
Sgt #2	D	D	D	D	D	OFF	OFF	D	D	D	D	OFF	OFF	OFF
Sgt #3	OFF	OFF	E	E	E	E	E	OFF	OFF	OFF	E	E	E	E



Sgt #4	E	E	E	E	E	OFF	OFF	E	E	E	E	OFF	OFF	OFF
Sgt #5	OFF	OFF	M	M	M	M	M	OFF	OFF	OFF	M	M	M	M
Sgt #6	M	M	M	M	M	OFF	OFF	M	M	M	M	OFF	OFF	OFF

There shall be two days per bid assigned as "floater days" which days shall be scheduled in advance of the start of the bid. Changes to the scheduled two (2) additional days off may be made with the approval of the Chief.

The assignment of Sergeants to any new units initiated by the Department shall be on a voluntary basis.

The Chief of Police or his designee may adjust shift assignments with forty-eight (48) hours' notice to those Sergeants affected by the shift adjustment. Shift adjustments may be made to schedule Sergeants for training, to replace Sergeants who are absent due to extended illness or injury and to fill vacant positions. The Chief shall solicit volunteers from the Sergeants before mandating a schedule change. The Sergeants affected by these said shift adjustments will be those with the least amount of seniority.

#### Section 8.06

Regular scheduled work shifts or tours of duty and day-off schedules of employees will not be changed, altered, or modified for the sole purpose of avoiding the payment of overtime, except as provided for in Section 9.03, 9.04 and 9.05 of this Agreement.

#### Section 8.07

Daylight Savings Time: Members who work Nights on daylight savings evening shall be required to work nine (9) hours in March and ten (10) hours in November on that date. For daylight savings time in March, members assigned to nights may work 10:00 p.m. to 8:00 a.m. or from 11:00 p.m. to 9:00 a.m. The employee shall notify management fourteen (14) days prior to the daylight savings time shift as to which start time the impacted members will work. For daylight savings time in November, the 11:00 p.m. to 8:00 a.m. shift shall be worked and the Town shall pay one (1) hour of overtime for that shift.

## ARTICLE IX – RATES OF PAY

### Section 9.01

Wage rates, to be paid in bi-weekly payments, shall be calculated as follows:

For the 2022-2023 fiscal year 2.5% above the 2021-2022 rates for patrol officers and sergeants, effective July 1, 2022

For the 2023-2024 fiscal year 2.5% above the 2022-2023 rates for patrol officers and sergeants, effective July 1, 2023.

For the 2024-2025 fiscal year 2.50% above the 2023-2024 rates for patrol officers and sergeants, effective July 1, 2024

For the 2025-2026 fiscal year 2.5% above the 2024-2025 rates for patrol officers and sergeants, effective July 1, 2025.

	CURRENT	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
PATROL OFFICER		2.50%	2.50%	2.50%	2.50%
Minimum	\$58,588.27	\$60,052.98	\$61,554.30	\$63,093.16	\$64,670.49
1 Year Experience	\$63,961.94	\$65,560.99	\$67,200.01	\$68,880.01	\$70,602.01
3 Years Experience	\$74,723.71	\$76,591.80	\$78,506.60	\$80,469.26	\$82,480.99
5 Years Experience	\$79,933.92	\$81,932.27	\$83,980.57	\$86,080.09	\$88,232.09
10 Years Experience	\$84,489.47	\$86,601.71	\$88,766.75	\$90,985.92	\$93,260.57
SERGEANT		2.50%	2.50%	2.50%	2.50%
	\$93,646.17	\$95,987.32	\$98,387.01	\$100,846.68	\$103,367.85

Wage increases for the extra duty work will be effective on the day after this Agreement is signed.



### Section 9.02

The time referred to in this section means time in service with the New Milford Police Department or those patrol officers who were credited with prior years of experience at the time of hire and have reached year 5 under the contract, will qualify. Nothing herein shall be deemed to prevent the Town from evaluating the experience and ability of an individual applying for a position with the Police Department and hiring him/her at a salary rate higher or lower than the number of years' experience which the applicant had with the Police Department in Connecticut or P.O.S.T.C certified.

### Section 9.03

Detectives, Sergeants, and Patrol Officers who are assigned to the Investigative Services Bureau shall receive a bi-weekly premium of one hundred dollars \$100.00 to be bi-paid weekly. For the purpose of this agreement, when an employee is assigned to the Investigative Services Bureau as a Detective Trainee and thereby receives the bi-weekly premium as indicated, such assignment shall not be considered to be a promotion.

### Section 9.04

The employee's bi-weekly rate of pay shall be determined by the annual salary being equally divided over a continuing bi-weekly pay schedule beginning each fiscal year.

## ARTICLE X – OVERTIME

### Section 10.01

Employees shall receive overtime pay for hours worked in excess of nine (9) hours per day or forty-five (45) hours per week and any time in excess of the employees regularly scheduled workweek at a rate of one and one-half (1-1/2) times the employee's current hourly rate.

### Section 10.02

When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not contiguous with his/her regular or extra duty hours or when an employee is required to work on his/her day off he/she shall be paid not less than three (3) hours at one and one-half (1-1/2) times the current hourly rate of such employee.

### Section 10.03

Employees have the option of electing either overtime pay or the use of compensation time. The use of such compensation time shall not cost the Town of New Milford any additional overtime pay and can only be



accumulated to a maximum of forty-five (45) hours, which will be used in one (1) hour increments.

#### Section 10.04

Employees shall not be required to suspend work in regular hours to accept holiday compensatory time off in lieu of or to absorb overtime.

#### Section 10.05

A list of members in the bargaining unit will be established and the amount of overtime each member works recorded thereon. The supervisor will, using the overtime list which shall be updated on an as soon as practicable basis, order the first bargaining unit member contacted to report for duty. At the ordered member's request, the supervisor shall continue down the list until a replacement is found. If no replacement is found, said ordered member shall report for duty. If a replacement is found, the member originally ordered will not receive overtime or any compensation. Distribution of overtime will be equitably made as to number of assignments and hours.

#### Section 10.06

No overtime shall be paid for additional hours worked because of changes in work shifts and day-off schedules which are the result of the employees bidding for their work schedule.

#### Section 10.07

A minimum overtime payment when an employee is required to stay beyond the end of his/her shift shall be one-quarter (1/4) of an hour. Compensatory time shall be paid in accordance with law.

#### Section 10.08

No employee shall be required to work on their regular scheduled day/days off until all eligible employees have been ordered to work who do not have a regularly scheduled day off on the date in question. The Department shall be required to contact the membership wait no more than a 1/2 hour for a response from those members before requiring the scheduled off employee to come in to work. The timing starts when the alert is sent through Everbridge or similar program. This section shall not apply in the case of exigent and /or emergency circumstances as determined by the Chief.

## ARTICLE XI – HOLIDAYS

#### Section 11.01

Each employee shall receive fourteen (14) paid holidays during each fiscal year. In order to qualify for holiday pay, an employee must work his/her last

scheduled workday prior to the holiday, and the first scheduled workday after the holiday. Exceptions to this provision may be granted by the Chief based upon legitimate reasons. Employees who are on Workers' Compensation shall receive holiday pay while on such compensation.

#### Section 11.02

Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate by nine (9) hours.

#### Section 11.03

All holiday pay earned shall be accumulated, held in escrow and paid to the employee twice a year. The first payment to be made for holiday pay earned between July 1<sup>st</sup> and December 1<sup>st</sup> shall be paid the first pay period in December, and the second payment for all other holidays shall be the first pay period in June.

#### Section 11.04

An employee may, upon reasonable notice and with the permission of the Chief of Police, take days off in lieu of holiday pay, provided there is no extra cost to the Town. It is recognized, however, that, in the case of Sergeants only, granting a day off in lieu of holiday pay may require the payment of overtime. In such cases the granting of the request for the earned holiday later date shall not impose more than nine (9) hours overtime per calendar day in additional cost to the Town. One time each calendar month (12 times per year) a request by a Sergeant for either earned holiday or vacation time (13.09) shall be allowed to impose up to eighteen (18) hours of additional overtime cost to the Town in a calendar day.

#### Section 11.05

The fourteen (14) holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Juneteenth
Independence Day	Christmas Day

Holidays shall be observed on the actual holiday.



#### Section 11.06

An employee working on a holiday shall receive his/her holiday pay plus regular pay at the rate of one and one-half (1-1/2) times the current salary of said employee.

### ARTICLE XII – VACATION

#### Section 12.01

Each employee who has completed one (1) year but less than five (5) years of continuous service shall receive two (2) weeks (10 working days) vacation as of his/her anniversary date. A new employee with at least 6 months on the job but not more than one year is allowed vacation time equal to 5 days.

#### Section 12.02

Each employee who has completed five (5) years but less than ten (10) years of continuous service shall receive three (3) weeks (15 working days) vacation as of his/her anniversary date.

#### Section 12.03

Each employee who has completed ten (10) or more years of continuous service shall receive four (4) weeks (20 working days) vacation as of his /her anniversary date.

#### Section 12.04

Each employee who has completed twenty-five (25) or more years of continuous service shall receive five (5) weeks (25 working days) vacation as of his /her anniversary date.

#### Section 12.05

Vacations shall be earned in accordance with the employee's anniversary date. Vacation shall be scheduled on a fiscal year calendar beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

#### Section 12.06

Vacation shall be selected on the basis of rank and seniority status within the following four (4) groups:

Group 1: All Sergeants except any Sergeant assigned to the Investigative Services Bureau.

Group 2: Officers in the Patrol Division.

Group 3: Sergeants assigned to Investigative Services Bureau.

Group 4: Detective and Officers assigned to the Investigative Services Bureau. Detectives have vacation choice seniority in this group.

#### Section 12.07

The Chief of Police shall have the right to limit the number of employees who may be off duty on vacation at any one time. Ordinarily, However, unless an emergency arises, one (1) employee from Group 1, one (1) employee from each shift in Group 2, one (1) employee from Group 3 and one (1) employee from Group 4 May schedule vacation at the same time. Exceptions may be granted at the discretion of the Chief of Police.

#### Section 12.08

The vacation schedule for the period July 1<sup>st</sup> through June 30<sup>th</sup> and a seniority list showing each employee's vacation eligibility shall be posted no later than the preceding March 1<sup>st</sup>. Employees shall choose their vacations on a seniority basis by rank subject to the following limitations: No employee will choose more than two (2) weeks of vacation while exercising his first choice of vacation by March 30<sup>th</sup>. Employees with more than two (2) weeks of vacation eligibility shall exercise their second vacation choice after March 30<sup>th</sup> and no later than April 15<sup>th</sup>.

#### Section 12.09

An employee may select a maximum of fifteen (15) days of vacation on an individual day basis subject to this section. Requests for individual day vacation shall at all times be secondary to the scheduling of another employee's full week vacation which shall take precedence. Such individual days of vacation may be scheduled after April 15<sup>th</sup> with the approval of the Chief of Police or his designee, provided twenty-four (24) hour advance notice has been given and further provided that the granting of the request for the vacation day does not impose more than nine (9) hours overtime in additional cost to the Town.

The following shall be used as guidelines for this section:

- a) Two (2) employees from Group 1 provided the employees are on different shifts and the granting of time off does not result in any overtime cost.
- b) One (1) employee per shift in Group 2 per day.
- c) One (1) employee from Group 3.
- d) One (1) employee from Group 4.

#### Section 12.10



Any employee may carry over a maximum of ten (10) days of vacation into the next fiscal year. Payment in lieu of vacation shall not be permitted. Vacation carried over pursuant to this Section shall not be paid to an employee in the event of his/her termination.

#### Section 12.11

Accrued vacation unused at the time of an employee's termination for reasons other than discharge, except vacation leave carried over pursuant to Section 13.09 above, shall be paid to the employee on a pro-rated basis. In the event of an employee's death, such unused accrued vacation shall be paid in the same manner to the employee's spouse, beneficiary, or estate.

#### Section 12.12

An employee who becomes ill during the course of his vacation leave shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition that he file with the Chief, a physician's certificate confirming the illness and its duration.

#### Section 12.13

The Chief may grant a lateral hire vacation time based on the time the employee had with another agency at the time of hire with the New Milford Police Department.

### ARTICLE XIII – SICK LEAVE

#### Section 13.01

Effective with the signing of this Agreement, all permanent and probationary employees shall be credited with one and one-quarter (1-1/4) days of sick leave for each month worked which may accumulate to a maximum of one hundred fifty days (150) days, however, payout of sick time shall be up to one hundred thirty (130) days.

#### Section 13.02

Whenever the Chief of Police requires, the employee shall furnish a doctor's certificate to substantiate the sick leave if the employee has been absent three (3) or more consecutive working days or if the Chief of Police reasonably suspects that an abuse of sick leave privilege has occurred.

#### Section 13.03

Sick leave may be allowed for illness in the immediate family requiring the personal attention of an employee up to a maximum of ten (10) days. If the employee is absent due to family illness or injury for two (2) consecutive



working days, the Chief of Police may require a doctor's certificate. Immediate family, as used herein, shall mean spouse, father, mother, brother, sister, son or daughter, stepson or stepdaughter, and foster child. If any employee's immediate family has a long term illness or injury the employee has unlimited use of family sick leave, as the employee's sick bank allows. The usage of family sick leave shall be deducted from the employee's sick bank.

#### Section 13.04

An employee who for reasons of personal illness is absent from duty shall have such time charged as sick leave.

#### Section 13.05

An employee, upon retirement, shall receive on the basis of his/her current wages, twenty five percent (25%) compensation for any of his/her unused accumulated sick leave days up to one hundred thirty (130) days.

### ARTICLE XIV – FAMILY FUNERAL LEAVE

#### Section 14.01

An employee shall be allowed up to four (4) days' time off with pay following the death of a member of his/her immediate family, providing the employee is actually in attendance at the funeral or engaged in activity in conjunction with it. Immediate family as used herein, shall include spouse, child, father, mother, brother, sister, grandmother, grandfather, stepchild, father-in-law, mother-in law, son-in-law and daughter-in-law.

### ARTICLE XV – PERSONAL DAY/JURY DUTY

#### Section 15.01

An employee shall be allowed three (3) days off for personal reasons, subject to approval of the Chief of Police or designee. This personal day is a privilege, which is non-accumulative, and is subject to scheduling and manpower requirements, except in the case of family emergency.

#### Section 15.02

Employees shall notify the Town of the employee's anticipated date of jury service on their first work day following receipt of the jury summons. On the evening prior to the members scheduled date for jury service, the employee shall notify the Town whether or not the employee's service has been cancelled. In the event the employee must appear for jury service on an employee's regularly scheduled work day, the employee's work schedule for the affected work day will be changed to reflect an 8:00 a.m. to 5:00 p.m. time. If an employee completes jury service prior to 3:30 p.m. on a given



jury service day, the employee shall return to work to complete the employee's remaining work time. Jury service completed after 3:30 p.m. would end the employee's obligation to return to the Department. Bargaining unit members will not have their normal work schedules adjusted for jury service on the employee's regularly scheduled days off.

## ARTICLE XVI – PENSION

### Section 16.01

The Town shall continue in effect the present pension plan covering presently employed members of this bargaining unit except as amended by remaining sections of this Article.

### Section 16.02

For members who commenced employment with the Town prior to January 1, 2013, the normal retirement shall be upon completion of twenty-five (25) years of service, regardless of age. For members who commenced employment with the Town on or after January 1, 2013, the normal retirement shall be upon completion of twenty-five (25) years of service and reaching age 55. If an employee has worked full time for the Town in a position other than that of a police officer, for a maximum of one full year and there is no break in service, the officer shall pay the difference, if applicable, if the officer wishes to bridge the time and buy into The Plan. Bridging Benefit applies to pension benefits only.

### Section 16.03

For members who commenced employment with the Town prior to January 1, 2013, the pension benefits shall be calculated at a rate of 2.50% per year of service for the first thirty (30) years of service and 1% per year thereafter, subject to a maximum of 35 years of service, to a maximum benefit of 80%. The applicable pension benefit rate for these members shall be multiplied by the appropriate completed years of service and by the average annual straight-time earnings of the employee, plus side-duty pay, plus the ISB bi-weekly premium plus worker's compensation wage replacement, for the three (3) highest paid years in the last five (5) year period worked.

For members who commenced employment with the Town on or after January 1, 2013, the pension benefits shall be calculated at a rate of 2.50%, per year of service for the first thirty (30) years of service to a maximum benefit of 75%. The applicable pension benefit rate for these members shall be multiplied by the appropriate completed years of service and by the average annual straight-time earnings of the employee, plus the ISB bi-weekly premium plus worker's compensation wage replacement, for the three (3) highest paid years in the last five (5) year period worked.



For members who commenced employment with the Town on or after July 1, 2018, the pension benefits shall be calculated at a rate of 2.5% per year of service for the first twenty-five (25) years of service subject to a maximum benefit of 70%. Those employees who have worked 25 years and beyond are not required to contribute to the plan. The applicable pension benefit rate for these members shall be multiplied by the appropriate completed years of service and by the average annual straight time earnings of the employee, plus the ISB bi-weekly premium plus workers' compensation wage replacement, for the three (3) highest paid years in the last five (5) year period worked.

The Early retirement benefit for all members shall be subject to and administered in accordance with The Plan.

#### Section 16.04

For retirements (normal, late and early) of members who commenced employment with the Town on or after January 1, 2013, the annual pension benefit shall not exceed the average annual earnings used to compute the pension benefit.

#### Section 16.05

Employees will become fully vested after ten (10) years of continuous service, regardless of age. In the event of termination prior to ten (10) full years of service, the employee's contributions to The Plan shall be returned with interest upon the employee's request and they shall have no further entitlement to a pension. In the event the vested employee takes their contributions out, the vested employee will still receive a pension, at a reduced benefit per The Plan.

#### Section 16.06

For a job related permanent disability which meets the Disability Benefit requirements provided within The Plan, a sixty percent (60%) of salary benefit applies, less Worker's Compensation and/or Social Security. The employee must be unable to perform the duties of a police officer and shall have been separated from service. Heart and Hypertension benefits shall be governed by state statute.

#### Section 16.07

Employees shall contribute to the pension plan through a bi-weekly payroll deduction of six percent (6%) of pensionable earnings, consisting of worker's compensation wage replacement, annual straight-time earnings, side duty pay (applicable only to employees who commenced employment with the Town prior to January 1, 2013), and ISB pay each year that The Plan



continues in effect. Those employees who have worked 35 years and beyond are not required to contribute to The Plan.

#### Section 16.08

Effective 7/1/97, the Town shall provide a spousal pre-retirement death benefit of 50% of accrued benefit at date of death, multiplied by the spouse's appropriate benefit factor, provided the employee does not receive any other benefits under The Plan. Spousal death benefits shall be payable in accordance with the provisions of Section 14 of The Plan. In the event of termination, the employee's contributions to the pension plan may be returned with interest in accordance with options set forth in The Plan.

#### Section 16.09

Participation in the pension plan is mandatory for all employees.

### ARTICLE XVII – EMPLOYEE GROUP INSURANCE

#### Section 17.01

The Town shall provide the following group insurance at the Town's expense except as noted:

The Town shall make available to the employees and their eligible dependents an open access preferred provider or point of service medical insurance plan and a prescription drug insurance plan with a national network and with a schedule of benefits that is comparable to the schedule of benefits shown in Appendix B attached hereto and made a part hereof.

(a) Employee Medical Insurance Premium Cost Share:

Effective with the execution of this Agreement, employees shall pay 17.5% of the premium or of the fully insured equivalent rate in order to participate in the medical and prescription drug insurance plan.

Effective July 1, 2023, employees shall pay 17.5% of the premium or of the fully insured equivalent rate in order to participate in the medical and prescription drug insurance plan.

Effective July 1, 2024, employees shall pay 17.5% of the premium or of the fully insured equivalent rate in order to participate in the medical and prescription drug insurance plan.



Effective July 1, 2025, employees shall pay 17.5% of the premium or of the fully insured equivalent rate in order to participate in the medical and prescription drug insurance plan.

- (b) A life insurance benefit of one times the annual salary rounded to the closest one thousand dollar for death for any cause.
- (c) Employee Group Insurance Section 125 Plan – The Town shall maintain a “Section 125” Salary Reduction Agreement which shall be designed to permit exclusion of the employees’ share of health insurance premiums from taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan. (410-12H), 1998 and after.

#### Section 17.02

Upon notice by the Union, after this Agreement is signed, the Town agrees to contribute up to the maximum of two percent (2%) of the base payroll of the bargaining unit once a month to a fund for the purpose of providing health care services selected by the Union. In the event the premium cost of the health care services selected by the Union exceeds two percent (2%) of the base payroll of the bargaining unit, the Union shall down grade the health care services to reduce the premium cost to two percent (2%) of the base payroll or less.

#### Section 17.03

Employees who retire under the Town’s pension plan (normal retirement after twenty-five (25) years of service) and the retiree’s spouse may continue to participate in the medical and prescription drug insurance plans provided to active police officers, as amended from time to time. The retiree’s participation in said Town insurance plans shall cease when the retiree becomes eligible to receive Medicare insurance benefits. The retiree’s



spouse's participation in said Town insurance plans shall cease when the retiree's spouse becomes eligible to receive Medicare insurance benefits. Retirees who have alternate medical and prescription drug insurance plan coverage available to them from another source are not eligible to participate in the Town's plans. For employees with an effective retirement date of July 15, 2013 or earlier, the Town shall pay ninety percent (90%) of the premium (Town premium rate) for this health care plan. For employees with an effective retirement date later than July 15, 2013, retirees and/or their spouses shall pay a percentage of the premium (or of the fully insured equivalent rate) that is the same as the percentage paid by active employees and this percentage shall match increases in the percentage paid by active employees during the length of the retiree's or spouse's participation in the plan, subject to a maximum contribution rate of 20%. For all employees hired on or after July 1, 2018, there will be no post-retirement medical, dental, vision, or other health care benefits.

#### Section 17.04

The parties agree that in the event the cost of the Connecticut State Partnership Plan ("Plan") as agreed to at the time of ratification and acceptance of this 2022-2026 agreement, and the benefits provided by the Plan, change to either parties' detriment then upon written demand by either party there will be a re-opener of this agreement which shall be limited to Article 18, Section 18.01(a) and Appendix B. The parties agree that negotiations pursuant to the aforementioned re-opener shall begin within 60 days of the demand and shall be subject to the mediation and arbitration provisions provided by the Connecticut Municipal Employees Relations Act.

### ARTICLE XVIII – INJURY LEAVE

#### Section 18.01

The Town will pay the difference between Workers' Compensation benefits and full salary to those employees injured on the job for a maximum period of one (1) year from date of injury.

#### Section 18.02

In order to be entitled to injury leave, such employee must report such injury or disability to his/her supervisor as soon as he/she becomes aware that such injury or disability was suffered in the line of duty. The Town shall have the right to require examination by impartial physicians.

#### Section 18.03

The Town agrees to maintain and keep in force suitable Workers' Compensation insurance.

#### Section 18.04

Absence due to work-related injury or illness shall not be applied against sick leave.

#### Section 18.05

Any injury or physical disability due to the pursuit of the employee's occupation shall be compensated in accordance with the Workers' Compensation laws of the state of Connecticut, all sections under Article XIX and the Town Modified Duty Plan as described in Appendix A.

### ARTICLE XIX – UNIFORMS AND EQUIPMENT

#### Section 19.01

Upon appointment to the New Milford Police Department, a regular member of the Department shall receive clothing and equipment in accordance with the list as follows:

#### ACADEMY ISSUE

- 2 khaki long sleeve shirts
- 2 khaki short sleeve shirts
- 2 khaki pants
- 1 pair boots (Original Swat or similar manufacturer not to exceed \$150)
- 2 pair black socks
- 1 tie
- 1 tie bar
- 1 black belt (1¾ max)
- 2 name tags
- 1 reversible jacket (spring jacket)
- POSTC required workout clothing as stipulated for each recruit session pursuant to POSTC's written notification/requirement
- 1 Penal code book
- 1 motor vehicle book
- 1 EMR book

#### BASIC ISSUE

- 2 Class C (BDU) pants
- 1 Class B (traditional style) pants
- 1 winter jacket with liner (5-11 style)
- 2 Class C (5-11 style) long sleeve shirts
- 2 Class C (5-11 style) short sleeve shirts
- 1 Class B (traditional style) long sleeve shirt
- 1 Class B (traditional style) short sleeve shirt



- 2 turtleneck/mock neck shirts
- 1 summer hat (traditional style)
- 1 hat (ball cap)
- 1 tie
- 1 raincoat
- 1 hat rain cover
- 1 pair rain boots
- 1 nylon gun belt
- 1 pair handcuffs (with keys)
- 1 handcuff case
- 1 Asp
- 1 Asp carrier
- 1 [3-cell] flashlight
- 1 holster
- 1 magazine carrier
- 1 set collar brass
- 2 breast badges
- 1 hat badge
- 1 radio holder
- 1 OC spray and carrier
- 4 belt keepers
- 1 Class A Blouse

#### MISCELLANEOUS ITEMS

- 1 locker
- 1 combination lock

#### Section 19.02

The Town shall continue to arrange for and pay the expense of the cleaning of the uniforms of each employee.

#### Section 19.03

The Town shall issue to each employee on July 1 of each year, a \$950.00 stipend to be used towards authorized equipment and uniforms required for the performance of their duties. Any additional required equipment (i.e. bullet proof vests) shall be provided by the department at Town expense.

#### Section 19.04

The Town shall reimburse any employee for the reasonable value of equipment or clothing lost or damaged and/or personal property suffered in the performance of duty, provided such loss is not a result of the officer's negligence, and the damaged replaced equipment becomes the property of the Town. Personally owned electronic devices are not included for the purposes of this section.

### Section 19.05

The Town shall be responsible for the cost of any specialized uniform items that are required as a result of a special assignment such as bike patrol officer or honor guard member. Bulletproof vests shall be provided in accordance with NIJ standards (Level 3a or its equivalent) existing at the time of purchase. Replacement of vests shall be in accordance with manufacturers recommendations.

### Section 19.06

Members shall be required to wear the uniform and equipment as designated by the Chief. The parties agree that the Chief may make exceptions to the mandatory wear policy based on factors such as weather conditions and/or assignment. All uniforms and equipment shall be returned to the Department on the employee's last day of employment.

## ARTICLE XX – PROMOTIONS AND ASSIGNMENTS

### Section 20.01

#### **Promotion to Sergeant shall be made in the following manner:**

- (a) Competitive examinations shall be conducted by an independent source to be designated by the New Milford Police Chief. The pass/fail cutoff will be established by the independent source and disclosed prior to the test.
- (b) When the competitive examinations are completed, a list of qualified candidates shall be established with the candidates listed in order of their score with the highest scorer to be listed first. The list shall remain established and posted 60 days from the receipt of the outside testing results and remain in effect for one (1) year from the date the list is established and may be extended for up to one year by mutual agreement of the Town and the Union.
- (c) Each promotion shall be made from the three (3) top candidates on the list in effect at the time of the promotion.
- (d) Each candidate's final score shall be comprised of the following components:

Written Examination 45%

Oral Examination 45%

Service and Performance Rating 10%



The Town and the Union acknowledge that sick time usage that demonstrates a pattern of abuse will be a primary factor in determining promotions, transfers, special assignments, training, and approval of the Chief's discretionary benefits.

#### Section 20.02

All Patrol Officers must have forty-eight (48) months experience as a certified police officer in the State of CT (exclusive of P.O.S.T.C. academy time) with the New Milford Police Department before they are eligible to take the examination for promotion to the rank of Sergeant.

#### Section 20.03

All Patrol Officers must have twenty-four (24) months experience with the New Milford Police Department before being considered for training assignment to the Investigative Services Bureau. This training assignment will be on a voluntary basis, based on Department seniority. The training assignment time frame for each Officer assigned to the Investigative Services Bureau will last no more than two (2) complete bid periods, thirty-two (32) weeks. If there are five (5) or more patrol officer vacancies, assignment to the Investigative Service Bureau will be at the Chief's discretion. Sergeants will be assigned to the Investigative Service Bureau at the Chief's discretion.

#### Section 20.04

##### **Posting of Special Assignments:**

1. The Town agrees to post and distribute, to all eligible members, a notice for openings in all specialized units and/or positions, whether they are full-time or part-time positions for officers or detectives;
2. The posting for vacancies shall be distributed to members in a manner to include, but not be limited to, electronic (email or PowerDMS) and hard copy format which hard copy notice will be posted in a common area within the Police Department where it may be easily viewed by all Departmental members;
3. Postings for Specialized Unit vacancies for Officers or Detectives should clearly define the roles, responsibilities, term limits, schedule, and minimum eligibility requirements for the unit or position; A clearly written deadline for any letters of interest will be strictly adhered to. The posting should also clearly define the selection process. The Chief will inform the Union President of his/her selection before the assignment begins.
4. The Parties understand and agree that ANY assignment to and/or removal



from any Specialized Position or Unit is done solely at the discretion of the Chief of Police. The Chief will determine the duration of any one officer's service with any assignment

## ARTICLE XXI – GRIEVANCE PROCEDURE

### Section 21.01

A "grievance", for the purpose of this procedure, is defined as an employee or Union complaint concerned with the application and interpretation of the Articles and Sections of this Agreement. Grievances shall be processed in the following manner.

#### Step 1

An employee having a grievance shall, within fourteen (14) calendar days of its occurrence, take such grievance to the Chief of Police in writing, or in his absence, the officer in charge. The Chief of Police or the officer in charge, in his absence, shall answer the grievance within fourteen (14) calendar days from receipt of the grievance in writing.

#### Step 2

If the grievant or the Union is not satisfied with the decision rendered by the Chief of Police, such grievance shall be submitted in writing to the Mayor within fourteen (14) calendar days of the Step 1 response. The Mayor shall, within fourteen (14) calendar days of the receipt of the grievance, submit his/her decision in writing to the grievant or the Union. Grievances at this Step shall be hand-delivered to the Mayor's office during business hours and date-stamped.

#### Step 3

If the Union is not satisfied with the decision rendered by the Mayor, the Union may, within fourteen (14) calendar days, submit the matter to the State Board of Mediation and Arbitration for arbitration. The decision of the arbitration panel shall be final and binding on both parties. Said Panel shall not have the authority to change, modify, or otherwise amend this Agreement. The costs of arbitration shall be shared equally by the parties.

### Section 21.02

Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto. If the Town fails to provide a written response to the grievance within the time limits of this grievance procedure, the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure.



#### Section 21.02

Time extensions beyond those set forth in this Article may be agreed in writing upon by mutual consent of the parties hereto. If the Town fails to provide a written response to the grievance within the time limits of this grievance procedure, the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure

### ARTICLE XXII – PROBATIONARY PERIOD

#### Section 22.01

Employees hired on or after the date this Agreement is signed shall serve a probationary period commencing with the date of hire and ending one year after the employee has graduated from the Connecticut Municipal Police Academy. Employees who are certified police officers when hired shall serve a probationary period of one year from the date of hire. Probationary employees are not eligible for specialty assignments unless no non-probationary employees are interested in the assignment.

#### Section 22.02

Upon completion of the probationary period as a New Milford Police Officer, an employee's department seniority shall date back to the original date of employment as a New Milford Police Officer.

#### Section 22.03

If more than one (1) employee commences employment with the Department on the same day, the seniority of each such employee shall be determined in accordance with the order of said employee's respective placing on the entrance examination.

#### Section 22.04

Probationary employees shall be subject to discipline and/or discharge without recourse to the grievance procedure provided that their statutory rights shall not be abridged. A probationary employee shall be given an opportunity to meet with the Chief of Police prior to discharge.

### ARTICLE XXIII – DISCIPLINE AND DISCHARGE

#### Section 23.01

Non-probationary employees may not be disciplined, suspended or discharged except for just cause. Grievances arising out of such action shall be taken up in accordance with Article XXII, Grievance Procedure.

## ARTICLE XXIV – STABILITY OF AGREEMENT

### Section 24.01

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

## ARTICLE XXV – NO STRIKE

### Section 25.01

The Union agrees that it and/or its members, individually or collectively, during the term of the Agreement, will not cause nor take part in any strike, picketing, sit-down, slow-down, or curtailment or restrictions or interference of work even of a temporary nature.

## ARTICLE XXVI – EXTRA DUTY

### Section 26.01

The Chief of Police shall determine the number of police officers to be used for extra private duty work. A list will be established of all available officers and extra private duty work shall be distributed on a fair and equitable basis. When notice of extra work allows, employees as defined in Section 1.05 of this agreement, or employees who have been members of the bargaining unit for at least forty-eight months and who are later promoted out of the bargaining unit into a Lieutenant's position within the New Milford Police Department, shall have priority of assignment over all others.

### Section 26.02

Effective on the date this Agreement is signed all extra duty work shall be paid at one and one-half (1-1/2) times the hourly rate at the top step of the police officers' salary schedule. Extra duty work, which is performed for the Town or for the New Milford Board of Education and charitable and non-profit organizations, shall be paid at the rate of each individual officer's time and one-half (1-1/2) rate,

### Section 26.03

Employees working on extra duty assignments shall be paid the applicable extra duty rate in four (4) hour increments for the first eight (8) hours, or any portion thereof, worked. For each hour or portion thereof in excess of eight (8) hours, employees shall be paid the applicable extra duty rate in one hour increments.



#### Section 26.04

Any entity hiring a police officer for extra duty work must notify the police department of a cancellation not later than two (2) hours prior to the start of the extra duty assignment. If the entity fails to do so, then a minimum of four (4) hours' pay shall be paid to the police officer assigned to the extra duty assignment.

### ARTICLE XXVII – EDUCATION INCENTIVE

#### Section 27.01

##### **Continuing Education:**

- (a) Each employee shall be eligible for tuition refund for courses taken toward a Degree in Police Science, Criminal Justice, Psychology, Sociology, or Law Enforcement (including Law enforcement under the umbrella of Public Administration) at a college or university accredited by a recognized regional or national accrediting association, subject to the provisions of this Article.
- (b) An employee wishing to take advantage of the tuition refund program must complete an application, on forms provided by the Department, noting the university, the course, and the tuition costs and submit the application to the Chief of Police or designee.
- (c) To be eligible for tuition refund, the employee must achieve a grade of "C" or better in the course and present a transcript and receipt showing payment of tuition where upon the Town shall reimburse the employee for seventy-five percent (75%) of the tuition cost, for a maximum of twelve (12) credits per fiscal year per employee.

#### Section 27.02

Incentive pay shall be paid once each year to employees for completion of college course work toward a degree in Police Science, Criminal Justice, Psychology, Sociology, or Law Enforcement from a college or university accredited by a recognized regional or national accrediting association in accordance with the following schedules:

Two Hundred and fifty dollars (\$250) to employees with a Bachelor's Degree

Five Hundred dollars (\$500) to employees with a Master's Degree or above.

## ARTICLE XXVIII – GENERAL PROVISIONS

### Section 28.01

Every employee shall have the right to review all of his/her personnel file, upon request to the Chief of Police, upon 24 hours written notice.

### Section 28.02

Seniority shall be by rank and shall consist of the length of accumulated service of each employee in his/her respective rank, provided that seniority acquired before resignation or discharge from service shall not be included in computing an employee's accumulated length of service.

An employee's length of service shall not be reduced by time lost due to sick leave, disability leave, funeral leave, authorized leave of absence or temporary appointment to a higher classification. Unless the employee reimburses the Town for their required pension contributions, any unpaid time must be made up in order to be credited against length of service.

### Section 28.03

Except in cases of emergency or unusual circumstances, as determined by the Chief of Police, an employee of the rank of Sergeant or higher and three (3) patrol officers shall be on duty on each shift. Patrol Officers shall not perform dispatcher duties. Patrol officers, for purposes of minimum staffing shall not include trainees.

### Section 28.04

If any Article or Section of this agreement is declared invalid by a court of competent jurisdiction said invalidity shall not affect the balance of the Agreement.

### Section 28.05

The Town shall direct each employee to the Town website where a copy of this contract will be posted.

### Section 28.06

The Town will make available a payroll savings plan for all employees who wish to participate.

### Section 28.07

The Town shall pay an employee who is required to attend court whether criminal, civil or motor vehicle during off duty time one and one-half times (1-1/2) his hourly rate for a minimum of three (3) hours per day as long as the required appearance stemmed from action of the employee while in the performance of his official duties as a New Milford Police Officer and the time



required to attend court is not contiguous to the employee's scheduled work shift.

Section 28.08

Employees, except for emergency changing of tires and chains and flag duty shall not be required to perform non-police duties. The Town will have Public Works maintain the sidewalks like any other Town property but due to the 24hour nature of the PD, occasional removal of snow will be required to maintain a safe access for officers and the public alike.

Section 28.09

All other job benefits clearly established and known to the Town, heretofore, enjoyed by the employees immediately prior to the effective date of this Agreement, which are not specifically abridged in this Agreement are hereby protected by this Agreement, providing that nothing in this Section shall preclude the Town from exercising any of its rights and duties provided for by Statute, Charter or Ordinance. Notwithstanding the aforementioned, all previous MOU's are eliminated and superseded by this contract for the duration of this 2018-2022 contract.

Section 28.10

Except in the case of an emergency, the Town shall not delay filling authorized vacancies for any reason including the cost of testing.

Section 28.11

**Specialty Assignments:**

Employees working in special assignments as trainers, or on special technical teams under this section for special assignments specific to that specialty will be exempt from the overtime provisions of Section 11.05 of this Agreement. The exemption from the overtime provisions of Section 11.05 also applies to foreign language speakers. Employees called in for special overtime assignments pursuant to this section will be adjusted on the overtime list established under Section 11.05.

- F.T.O. Coordinator
- F.T.O
- Scuba Team
- Multi-Trainers
- Armorer
- Firearms
- Evidence Technician
- Child Safety Seat

Arrest and Control  
CRT  
ASP  
Handcuffing  
OC Spray  
Taser  
Bike Patrol  
SRO

#### Section 28.12

The Town's use of employees assigned to a specialty under Section 29.11 of this Agreement for special overtime assignments specific to that specialty will be exempt from the overtime provisions of Section 11.05 of this Agreement. The exemption from the overtime provisions of Section 11.05 also applies to foreign language speakers.

#### Section 28.13

Employees assigned to the Investigative Services Bureau ("ISB") and to Administrative Services (i.e. – Administrative Sergeant and/or Administrative Officer) may be granted permission, at the discretion of the Chief of Police, to alter their assigned work schedule up to two times per week in order to work side duty (extra duty) assignments. Employees assigned to the ISB and Administrative Services shall submit a schedule change form to the Chief of Police twenty-four hours in advance of a work schedule change. Employees assigned to the ISB and Administrative Services acknowledge that their assigned case load work, or in the case of Administrative Services their administrative duties, shall be current before being granted permission by the Chief of Police to work side duty assignments.

#### Section 28.14

The Town agrees to allow employees who are members of the National Guard or members of a reserve component of the United States Army, Air Force, Navy, Marine Corps or Coast Guard; to participate in two monthly Drill Days, as well as a two week Drill period once a year, without loss of pay or benefit when those Drill periods occur on the employees regularly scheduled work day.

#### Section 28.15

The Town agrees to compensate an employee who attends training which, according to the syllabus and/or the instructor's written directive, requires out of class study or preparation time with up to two hours of straight time pay per day for study and/or preparation time outside of scheduled course hours.



## ARTICLE XXIX – LAYOFF/RECALL

### Section 29.01

Seniority shall apply in case of layoff. In the event of layoff or reduction in force, the employee with the least departmental seniority shall be laid off first. Whenever an employee is laid off, such employee shall have the opportunity of returning to his/her former position before any new person is employed in that position.

Employees shall be given at least two (2) weeks' notice before layoffs are made. The Union also shall be notified of the Layoff(s).

In the event that seniority is equal, the employee with the lower score on the entrance test for the job with the Department shall be laid off.

Employees who are laid off shall notify the Town in writing that the employee requests placement on a recall list for one (1) year.

No person shall be newly hired until all employees on the recall list have been notified by certified mail and such employees either are offered reemployment, or decline such employment offer.

Prior to any layoffs, all part-timers and supernumeraries shall be laid off before any bargaining unit members are laid off.

## ARTICLE XXX – PERFORMANCE EVALUATIONS

### Section 30.01

The department is currently in the process of promulgating a manual of rules, procedures and guidelines for the department. Six months after the rules, procedures and guidelines have been in place, the department will begin performance evaluations of each member of the bargaining unit. Prior to instituting the performance evaluations, management will review with membership the performance evaluation standards, the method of evaluation, the personnel responsible for the evaluation and the use that the department intends to make of said evaluations. The parties agree that upon the demand of the Union there will be a reopener of this agreement limited to Section 32. The parties agree that negotiations pursuant to the aforementioned reopener shall begin on upon demand of the Union and shall be subject to the mediation and arbitration provisions provided by the Connecticut Municipal Employee Relations Act. The parties agree that this Article XXXI is in no way intended to limit or extinguish any additional rights or remedies that may be available to the Union under the MERA.

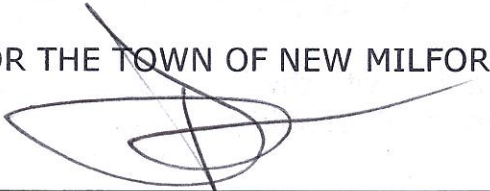
ARTICLE XXXI – DURATION OF AGREEMENT

Section 31.01

Except where provided otherwise, this Agreement shall be effective and remain in full force and effect through June 30, 2026 subject to the provisions of the Municipal Employees Relations Act.

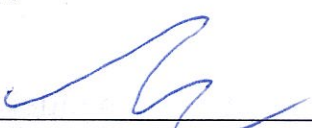
IN WITNESS WHEREOF, the parties have set their hands this ~~August~~ <sup>31<sup>st</sup></sup> day of ~~August~~ <sup>July</sup>, 2022.

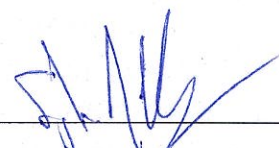
FOR THE TOWN OF NEW MILFORD

  
\_\_\_\_\_  
Pete Bass  
Mayor

  
\_\_\_\_\_  
Greg Bollaro  
Personnel Director

FOR THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION UPSEU/COPS,  
UNIT 47

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President, UPSEU

  
\_\_\_\_\_  
James Brady  
President Local 47



## APPENDIX A

### TOWN OF NEW MILFORD

#### MODIFIED DUTY POLICY – POLICE DEPARTMENT

**PURPOSE:** It is the purpose of this policy to establish the authority for temporary modified duty assignments and procedures for granting temporary modified duty to eligible officers within this Police Department.

**STATUTE REFERENCE:** NONE NOTED

**POLICY/PROCEDURE:** Temporary modified duty assignments, when available, are for eligible personnel as defined herein who, because of injury, illness, pregnancy or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duties. Use of temporary modified duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of this Police Department that eligible personnel be given a reasonable opportunity to work in temporary modified duty assignments where available and consistent with this policy.

**ELIGIBLE PERSONNEL:** For the purposes of this policy, any full-time sworn member of this law enforcement agency suffering from medically certified illness, injury or disability requiring treatment of a licensed health-care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing alternative assignments. Additionally, any full-time sworn member of this law enforcement agency who is pregnant and, because of said pregnancy, is temporarily unable to perform the regular assignment but is capable of performing alternative assignments.

#### A. General Provisions.

1. Temporary modified duty assignments are limited in number and variety. Therefore,
  - a) police department management makes the determination of whether modified duty assignments are available;

- b) police department management shall specify the length of the modified duty assignment at the time the assignment is offered. The department may extend the assignment if necessary to meet the needs of the department
  - c) personnel injured or otherwise disabled in the line of duty shall be given preference in initial assignment to modified duty. However, personnel already assigned to modified duty due to an injury, illness or disability which did not occur in the line of duty, may not be bumped from the assignment or have the assignment prematurely terminated in order to accommodate personnel suffering from an injury, illness or disability suffered in the line duty.
  - d) modified duty assignments may be changed at any time in the best interest of the department provided any change is consistent with the restrictions/recommendations of the employee's treating physician.
2. No specific position within this department shall be established for use as a modified duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on modified duty.
  3. Modified duty assignments are strictly temporary.
  4. Officers on temporary modified duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform law enforcement functions which they have been determined physically or mentally unable to perform on behalf of this department and that form the basis for their temporary modified duty assignment.
  5. Depending upon the nature and extent of the disability, an officer on temporary modified duty may be prohibited or restricted from wearing the departmental uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the Chief or his designee.
  6. Officers may not refuse temporary modified duty assignments that are supported by and consistent with the recommendation of the employee's treating physician.



7. To accommodate a temporary modified duty assignment, the officer's work schedule (days and hours) may be adjusted.
8. Officers assigned to modified duty are not entitled to overtime and/or side duty. However, officers might be involved in something where overtime is not preventable (i.e. deposition that goes beyond scheduled end of shift, stuck in traffic returning to police department, etc.). Such extra hours must be approved by a Command Staff member, unless unavailable after reasonable inquiry, and any accrued overtime hours will be taken as compensatory time to be used at a later date prior to return to full duty.

B. Temporary modified duty assignments.

1. Temporary modified duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:
  - a) administrative functions
  - b) clerical function (e.g. filing)
  - c) desk assignments (e.g. computer processing)
  - d) report taking
  - e) communications

All modified duty assignments shall be performed within Police Department.

2. The Chief or designee shall maintain an inventory of available job assignments that may be used for temporary modified duty. The Chief or his designee shall provide the union with a copy of the inventory list for available modified duty assignments and shall provide written notification to the union of any changes to the list.
3. Decisions on providing temporary modified duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities, availability of modified duty assignments, and the officer's limitations.
4. Every effort shall be made to assign officers to positions consistent with their rank and pay classification. However, where deemed appropriate, officers may be assigned to positions designated

for personnel of lower rank or pay classification. Officers thus assigned shall:

- a) retain the privileges of their rank but shall answer to the supervisor of the division to which they are assigned;
- b) retain the pay classification and related benefits of the position held prior to their assignment to temporary modified duty; and
- c) may be required to wear civilian clothes without carrying a weapon.

C. Requests for and assignment to temporary modified duty.

- 1. Requests for temporary modified duty assignments may be initiated by the Chief or designee or by the officer. Requests must be accompanied by a statement of medical certification to support a requested reassignment.

a. On Duty Injuries

In matters involving on duty injuries, illnesses or disabilities the medical certification must be signed by the employee's treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgement by the officer's treating physician of familiarity with the modified duty assignment and the fact that the employee can physically assume the duties involved. To facilitate the providing of this information, the employee will be given a Modified Duty package to submit to his/her treating physician. The treating physician will be requested to complete the evaluation package and return it to the Town within five (5) days of receiving it. The package will include:

- a) Doctor's Evaluation Form
- b) Employee's Current Job Description
- c) List of Modified Duty Tasks Available (attached)

The purpose of the modified duty package is to provide the treating physician with information as to the present duties of the employee and available modified duty tasks.



b. Off Duty Injuries

In matters involving off duty injuries, illnesses or disabilities the medical certification must be signed by the treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgement by the treating physician of familiarity with the modified duty assignment and the fact that the employee can physically assume the duties involved. To facilitate the providing of this information, the employee will be given a Modified Duty package to submit to his/her doctor. The doctor will be requested to complete the evaluation package and return it to the Town within five (5) days of receiving it. The package will include:

- a) Doctor's Evaluation Form
- b) Employee's Current Job Description
- c) List of Modified Duty Tasks Available (attached)

The purpose of the modified duty package is to provide the treating physician with information as to the present duties of the employee and available modified duty tasks.

2. The Chief or designee shall make a decision on the requested assignment.
  - a) the Chief or designee may require the employee to submit to an independent medical examination by a health-provider of the department's choosing. In the event the opinion of this second health-provider differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.
  - b) The employee and the Chief or designee shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.
  - c) Notice shall be provided to the employee of the proposed temporary modified duty assignment.

- d) An employee may be reassigned if, in the opinion of the Chief, failure to reassign may jeopardize the safety of the officer, other employees or the public.
  - e) Modified duty assignments may be less than a full nine (9) hours shift, depending upon the available work as determined by the Chief.
3. As a condition of continued assignment to modified duty, officers shall be required to submit to periodic physical assessments of their condition by the physician involved in the modified duty referral as requested by the Town.
- D. Discontinuance of temporary modified duty.
- 1. Modified Duty assignments regardless of whether the injury, illness or disability occurred on duty or off duty are temporary and will be discontinued if any of the following occur:
    - a) the treating physician returns the employee to full duty with no restrictions.
    - b) the treating physician temporarily prohibits the employee from continuing with a modified duty assignment.
    - c) there is no longer any available task within the Town that would accommodate the employee's capabilities.
    - d) the treating physician indicates the employee has reached maximum improvement and will not be able to return to his prior position. The Town will then consider release from employment.
    - e) the period of time authorized by the Chief or designee for the modified duty assignment has expired.



To the evaluating physician:

Please circle task employee can perform and indicate any limitations and the anticipated durations:

Modified Duty Assignment  
for  
New Milford Police Department Employees

1. Inventory evidence
2. Filing/Computer Processing
3. Applicant Fingerprinting
4. Courier/Non-Prisoner Transport
5. Report taking
6. Answer telephone
7. List other possibilities:

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