

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF BRISTOL**

**AND**

**THE BRISTOL POLICE UNION**



**JULY 1, 2023 - JUNE 30, 2027**

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AGREEMENT

between

THE CITY OF BRISTOL, CONNECTICUT

and

THE BRISTOL POLICE UNION

**PREAMBLE**

0:1 This Agreement entered into by the City of Bristol, hereinafter referred to as the City, and the Bristol Police Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union: The establishment of an equitable and peaceful procedure for the resolution of differences: The establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

**ARTICLE I**

**NO DISCRIMINATION**

1:1 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, national origin, marital status, political affiliation, physical disability, sexual orientation, gender identity or gender expression or any other classification protected by federal, state or local law, which is unrelated to the ability of the

employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

2:1 The City shall have the right to determine all matters concerning the management or administration of the Department subject to the provisions of this Agreement.

2:2 The City recognizes its obligations under the Municipal Employees Relations Act and shall not make unilateral changes in any substantial conditions of employment without prior negotiations upon request of the Union.

2:3 Except as otherwise specified in this Agreement, the City has the right to determine the table of organization, staffing levels and job responsibilities. However, if a change in such matters results in a change in any substantial conditions of employment of members of the bargaining unit, such effects shall be subject to negotiation upon request of the Union.

## **ARTICLE III**

### **RECOGNITION**

3:1 The City recognizes the Union as the sole and exclusive bargaining agent for all full time uniformed and investigatory members of the Police Department with the authority to exercise police powers exclusive of the Chief and Captains.

## **ARTICLE IV**

### **UNION SECURITY**

4:1 Any employee who is a member of the Union at the time the Agreement becomes effective, and who has previously provided a dues payroll deduction authorization notice to the City for the deduction of union dues, shall continue membership in the Union unless the member opts out of the union by notifying the City and the Union in writing of such intention. Any employee may become a member of the union upon signing a dues payroll deduction authorization form which shall then be provided to the City in a timely manner. Any employee may opt out of the union by notifying the City and the Union in writing of such intention.

## **ARTICLE V**

### **DUES CHECK OFF**

5:1 The City is authorized to deduct during each pay period, union dues of each member of the Bristol Police Union. Such deductions shall be made after each such member has signed a request form furnished by the Union authorizing the City to deduct union dues from the member, and shall continue until such time as the member properly withdraws such authorization. Any authorization on file shall continue in full force and effect until revoked by the member in writing in accord with Section 4.1 of this Agreement. The amount of dues to be deducted shall be determined by the Union and provided to the City by written or electronic notice to the Human Resources Department with the Union being totally responsible for amount requested. Any change in the amount of dues deducted will not become effective until thirty (30) days after receipt of such written notice. The Union shall hold the City harmless against any

and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the City as a result of the enforcement or administration of this Article by an employee.

5:2 The City will notify the Union thirty (30) days in advance of any change in the deduction week.

## **ARTICLE VI**

### **SENIORITY**

6:1.1 The Department seniority as used in this Article is defined as the total length of continuous service as a regular member of the Police Department.

6:1.2 Rank seniority is defined as the total length of continuous service in a particular rank.

6:2 If more than one appointment as a regular full time member of the department is made on the same day, the seniority of such appointees shall be determined by the order of their appointment. If more than one promotion is made on the same day, seniority in rank shall be determined by employee's respective position on the eligibility list.

6:3 An employee shall lose all seniority if

6:3.1 He voluntarily terminates his employment with the Department.

6:3.2 He is discharged for just cause.

6:3.3 He fails to return to work upon expiration of a leave of absence.

Department seniority shall continue during any period of authorized leave whether paid or not.

6:4.1 Shift assignments within each division except the Criminal Investigation Division (Detective and Identification Divisions) and Communications Divisions shall be based

upon departmental seniority, and selection of shifts shall take place every twelve (12) weeks. Sergeants and Lieutenants in the Patrol Division shall also make selections every twelve (12) weeks, but such selection shall be based on rank seniority (length of service as a Sergeant or Lieutenant). In the Criminal Investigation Division, (Detective and Identification Divisions) shift assignments shall be made on the basis of rank seniority within the division (Detective and Identification) subject to operating requirements and case load within the division. Management shall have the absolute right to determine the number of Criminal Investigation Division personnel assigned to any shift except that the number of Criminal Investigation Division personnel assigned as of July 1, 2011 to the first shift (7:00 A.M. - 8:00 A.M.) shall not be reduced. This section shall not apply to Lieutenants in the Staff Services Division.

6:4.2 Special assignments and patrol shifts may be established at hours to fit the needs of the Department. Said special assignments and patrol shifts may be filled by volunteers of the Chief's choice as far as possible. If it is impossible to fill the assignment by volunteers, the least senior officer off probation shall be assigned by the Supervisor.

6:4.3 Any employee assigned to a shift which overlaps more than half the hours of the day shift must have sufficient seniority for assignment to the day shift. This section shall not apply to Lieutenants, Sergeants assigned outside the Patrol Division, FTO officers or probationary officers during on-the-job training.

6:4.4 When any assignment would typically require day-shift seniority and no officers with day-shift seniority are interested or qualified, the Chief reserves the right to assign an officer without sufficient day-shift seniority.

6:5 The Chief shall have the authority to assign a total of six (6) employees for an indefinite period of time for the purpose of those employees (injured on duty) who are able to

return to duty and who are on certified limited or light duty for medical or other reasons, and who are unable to perform most of their normal duties. Such assignments may fill existing positions at the discretion of the Chief (Limited to: communications, front desk, to assist other administrative personnel). Shift assignments shall be governed by departmental seniority, provided, however, Lieutenant(s) will be assigned to administrative duties only.

6:5.1 If any bargaining unit member is permanently disqualified from performing any police duty upon a certificate of a physician appointed by the Board of Police Commissioners, then such member may apply for Veterans Reserve, at any time.

6:5.2 Employees who are certified, limited or light duty for medical or other reasons, are eligible to take a promotional examination. However, such employees will not be entitled to receive or accept a promotion unless they are certified by a physician as having no physical restrictions.

6:6 Any two (2) employees of the same rank may exchange shifts on a one-day basis without regard to seniority provisions. However, any such exchange of shifts must have the approval of the Chief or his designee, and any employee whose shift assignment is changed. In any event, there shall be no cost to the City.

6:7 If any openings should occur on any shift within any twelve (12) week period, and the City elects to fill said opening, said opening shall be filled based on the preceding shift bid.

6:8 The groups shall be defined as to the days off of a Patrol Officer or a Sergeant, and for this purpose only, shall be broken down into three (3) units, these units being A, B, and C. These units shall be maintained on all three (3) shifts. It will be Management's prerogative to assign personnel to groups subject to the following stipulation:

6:8.1 That a member of the Department who changes shifts at the end of a twelve (12) week cycle, will move to the vacated group. Seniority will prevail in cases where there is more than one (1) group vacancy.

6:8.2 That officers of the rank of patrolman shall only be allowed to change their group with the permission of every junior member of the group they wish to enter. When an opening occurs within the first eight weeks of a cycle in the group assignments of Patrol Sergeants or shift assignments of Patrol Lieutenants, it shall be filled by a rebid of assignment based on rank seniority.

6:8.3 That a member of the Department who is on temporary assignment for training into any division, will be allowed back into the group he had belonged to prior to the temporary assignment.

6:8.4 There shall be one (1) Lieutenant on each of the three (3) patrol shifts, each with different days off, and a relief Lieutenant scheduled to work on the other Lieutenants' day off.

6:9 In the event the City decides to reduce the number of positions within any rank in the bargaining unit, then the employee with the least rank seniority within the affected rank shall be laid off first provided that, in lieu of layoff he may elect to accept a voluntary demotion to a lower rank if his departmental seniority exceeds the department seniority of any other employee in that lower rank. The employee within that lower rank with the least rank seniority shall be laid off unless he elects to accept a voluntary demotion (by following the above procedures) to a still lower rank. Any recall to duty shall be governed by departmental seniority and any such employee shall have recall rights which shall remain in effect for three (3) years from the date of that employee's layoff; such recall shall supersede the promotions processes of

the City Charter and Article XXXVI when necessary and be subject to that employee meeting POST requirements for recertification and passing a physical examination to be paid for by the City. In the event an employee accepts a voluntary demotion in lieu of layoff, such employee will have recall rights, without limitation of time, to his prior rank; such recall shall supersede the promotions processes of the City Charter and Article XXXVI when necessary.

6:10 During the term of this Agreement, management reserves the absolute right to create special assignments without consideration for seniority when, in the opinion of the Chief, the employee possesses special skills to perform such assignment. If more than one (1) employee is equally qualified, seniority shall prevail. It is agreed that if such position is created and there is a need for a new job description, change in hours of work, or other working conditions, the parties agree to negotiate.

6:11 An employee assigned to conduct polygraphs can be assigned to any shift without regard to seniority. Such assignment shall not affect CID personnel presently assigned to first shift.

6:12 The Police Chief has the right to assign canine units to any shift. Canine handlers shall bid amongst themselves for available shifts based on departmental seniority. Day shift seniority is not required for canine handlers.

## **ARTICLE VII**

### **PROBATIONARY PERIOD**

7:1 All new probationary police officers appointed to the Department shall serve a probationary period of 18 months after which they shall become regular full time employees of the Department. Upon promotion, employees shall serve a six month probationary period. An employee who does not successfully complete his probationary period, shall be reinstated to his

former position. If necessary to provide for such reinstatement into prior position, the employee with the least seniority in that rank to be re-entered shall be bumped down and so on allowing such bumping based on rank seniority.

7:2 The parties recognize the need to properly train new officers. The City shall have a Field Training Officer (FTO) Program for all new officers following graduation from the municipal police academy. The program shall be based upon the nationally recognized San Jose Model Program and shall be of a duration of no less than twelve (12) weeks. The training shall take place during regularly scheduled hours. All officers performing FTO duties or FTO Coordinator duties shall be compensated with 7.5% of their respective base pay while training a recruit officer and participating in the program.

7:3 During such orientation and training period, the new Police Officer(s) may be assigned to any shift and shall not be eligible to work overtime or any extra duty assignments; however new police officers may be used for overtime or extra duty assignments only after the scheduling officer has exhausted the internal assignment list. However, such officers may be used if the need arises to eliminate an immediate emergency.

7:4 Upon completion of the probationary period, an employee's departmental seniority shall be computed from the first day of such probationary period.

7:5 It is understood that new employees cannot process a grievance for termination during their probationary period.

## **ARTICLE VIII**

### **HOURS OF WORK**

8:1.1 The work week for all employees shall be thirty-seven and one-half (37 1/2) hours per week within the six-week work cycle used in the Department.

8:1.2 The schedule of hours for the Patrol Division shall be four (4) consecutive days of eight (8) hour shifts on duty followed by two (2) days off.

8:1.3 The schedule for Staff Officers shall be four (4) work weeks of five (5) consecutive eight (8) hour days (Monday through Friday) and two (2) weeks of four (4) consecutive eight (8) hour days (either Monday through Thursday or Tuesday through Friday). It is understood between the parties that there is no requirement to fill these vacancies on days off.

8:2 The regular patrol shifts shall be as follows:

8:2.1 Day time or first shift will be between the hours of 7:00 A.M. and 3:00 P.M. except that such shift shall be between the hours of 6:00 A.M. and 2:00 P.M. for Patrol Lieutenants.

8:2.2 Night shift or second shift will be between the hours of 3:00 P.M. and 11:00 P.M. except that such shift shall be between the hours of 2:00 P.M. and 10:00 P.M. for Patrol Lieutenants.

8:2.3 Night shift or third shift will be between the hours of 11:00 P.M. and 7:00 A.M. except that such shift shall be between the hours of 10:00 P.M. and 6:00 A.M. for Patrol Lieutenants.

8:2.4 Starting time for certain beats, zones, or Lieutenants may differ fifteen (15) minutes either way.

8:3 Shift schedules are to be posted five (5) days in advance of the effective work date. Shift assignments are to be posted on this schedule four (4) days in advance of the effective work date, except when circumstances prevent it. Except in cases of emergency, any type of off duty request must be submitted twenty-four (24) hours prior to the posting date.

8:4 In cases of emergency as declared by the Mayor, the City shall have the right to temporarily change shift hours as needed with adherence to seniority where possible. Such changes will remain only for the duration of the emergency.

8:5 The regular shifts for Criminal Investigation Division (Detective and Identification Divisions) shall be as follows:

8:5.1 First shift will start between the hours of 7:00 A.M. and 8:00 A.M.

8:5.2 Split shift will start between the hours of 11:00 A.M. and 2:00 P.M.

8:5.3 Second shift will start between the hours of 3:00 P.M. and 4:00 P.M.

These hours of work as set forth above shall be subject to the caseload and operating requirements of the Criminal Investigation Division.

8:6 The regular shift for staff officers shall be as follows:

8:6.1 First shift will start between the hours of 7:00 A.M. and 9:00 A.M.

8:6.2 Split shift will start between the hours of 10:00 A.M. and 2:00 P.M.

8:6.3 Second shift will start between the hours of 3:00 P.M. and 4:00 P.M.

These hours of work as set forth above shall be subject to the workload and operating requirements of the specific Staff Division.

8:7 The City will have the right to order employees into work on their day off for the purpose of state certification, firearms training, emergency medical technician training and other state mandated training.

8:7.1 The City will have the right to call employees in on their day off only in the following cases:

(a) For the reasons explained in the above paragraph, or

(b) In an emergency as declared by the Mayor of the City.

8:7.2 The City shall notify the employee at least five (5) days in advance if a vacation has to be canceled for the purpose of the training described above.

8:8 Employees assigned to training for one (1) to four (4) days shall have the choice if they want to work their normally scheduled shift in addition to training or be assigned to training in lieu of their normally scheduled hours. Employees assigned to training for five (5) or more days shall work a Staff schedule.

## **ARTICLE IX**

### **RATES OF PAY**

9:1 Certified and non-certified Police Officers shall be hired at Step 2 and upon completion of the FTO program shall be advanced to Step 3. Thereafter, police officers shall advance to the next highest Step on their anniversary date of employment.

9:2 Effective July 1, 2023, the salaries at all classifications and steps on the salary schedule in effect on June 30, 2022 shall be increased by 3.25%. The 2023 - 2024 salary schedule shall be Appendix A in the contract.

9:3 Effective July 1, 2024, the salaries at all classifications and steps on the salary schedule in effect on June 30, 2023 shall be increased by 3.30%. The 2024 - 2025 salary schedule shall be Appendix B in the contract.

9:4 Effective July 1, 2025, the salaries at all classifications and steps on the salary schedule in effect on June 30, 2024 shall be increased by 4.20%. The 2025 - 2026 salary schedule shall be Appendix C in the contract.

9:5 Effective July 1, 2026, the salaries at all classifications and steps on the salary schedule in effect on June 30, 2025 shall be increased by 2.50%. The 2026 - 2027 salary schedule shall be Appendix D in the contract.

9:6 Any employee whose assigned shift begins between the hours of twelve (12) noon and 6:45 A.M. shall receive, in addition to his or her regular pay, a shift premium percentage of six percent (6.0%) for each hour or portion thereof worked on each shift.

9:6.1 Whenever an employee is assigned temporarily from their normal 2nd or 3rd shift to dayshift assignment for training purposes or administrative leave following use of deadly force, the employee will retain their shift differential.

9:7 Whenever any employee has worked in a higher classification than his regular classification, such employee for any full days so worked shall receive the lowest rate of pay provided in the salary plan for the highest classification in which he serves in this acting capacity; provided the employee assumes the authority and responsibility of the highest classification.

## **ARTICLE X**

### **OVERTIME**

10:1 The term “overtime” for the purpose of this Agreement shall mean police duty in excess of the regular work day or work week for which the employee is paid by the Police Department. Academy training time for probationary employees shall not be considered as overtime.

10:2 All overtime shall be paid at a time and one-half rate, and shall be paid for all hours or any portion thereof, in excess of eight (8) hours per day.

10:3 Employees who are called in during off duty time to perform overtime duty for the City shall be paid a minimum of four (4) hours pay at the rate of time and one-half, or the actual hours worked at the rate of time and one-half, whichever is greater.

10:4 Overtime pay shall not be subject to the minimum hour provision of this Article when such overtime hours are contiguous with the initial or terminal hours of employee's scheduled shift.

10:5.1 K-9 officers may be called in outside of the regular overtime rotation depending on the department's needs at the time (ex. Special skills, location, etc.). The City will make a good faith effort to follow the regular overtime rotation.

10:5.2 Overtime group rotational lists shall initially commence by departmental seniority. The breakdown within the Department for the purpose of distributing overtime only shall be as follows:

Patrol Division in their respective shift (first, second, or third) and working schedule (A, B, or C) making a total of nine (9) separate groups. Once exhausting any group, overtime is by rotation among all other patrol officers in the patrol division. Once exhausting patrol groups, overtime is distributed to patrol officers assigned to staff.

After exhausting the above procedures, if a patrol overtime assignment cannot be filled by the rank of patrol officer, Detectives, and then Sergeants, shall be considered for such overtime opportunities provided they have previously notified the City of their willingness to work overtime for that shift. Detectives and Sergeants filling patrol officer assignments shall be paid at their respective pay rates. After exhausting Detectives and Sergeants, the City may hold over officers by inverse seniority except that officers already on an overtime assignment shall not be involuntarily held. The City reserves the right to hold over police personnel of any rank for any shift (to fill their own classification) or re-assign an officer from EXD to EXT (to fill their own classification) to meet the Chief's staffing requirements.

The following shall be considered as separate individual groups and have their own separate rotation within their group:

- A) Patrol Lieutenants
- B) Patrol Sergeants
- C) Patrol officers assigned to staff positions within their division
- D) Detectives assigned to CID
- E) Detectives assigned to special operations (narcotics, gangs, etc.)
- F) Detectives assigned as Evidence Technicians
- G) Staff Lieutenants
- H) Staff Sergeants
- I) Detective Lieutenants
- J) Detective Sergeants
- K) Court Liaison

10:5.3 Overtime within the Patrol Division shall be on rotation within their respective groups, except for Lieutenants. Patrol Lieutenants shall rotate through their Group during the work week until all Patrol Lieutenants have had the opportunity to work eight (8) hours. The next two (2) opportunities will be offered to two (2) of the Staff Lieutenants. Any additional opportunities will then return to the Patrol Lieutenants for the remainder of that work week. If all Patrol Lieutenants refuse the overtime, then the opportunity shall be offered to the remaining Staff Lieutenants. If all Lieutenants refuse the overtime, then the Detective Lieutenant shall be offered the overtime before Patrol Sergeants.

An officer refusing on-shift overtime shall be ineligible to work EXD during the same shift.

All personnel assigned to Criminal Investigations Division shall have the opportunity, once every third Saturday, to work an eight (8) hour overtime shift.

Staff Services Lieutenants and Sergeants, Traffic Officers and the Court Liaison Officer and all other Officers assigned to Staff Services shall have at least eight (8) hours of overtime opportunity every three (3) weeks.

No change will be allowed unless mutually agreed to by both parties, and no change in overtime shifts will be allowed within seventy-two (72) hours prior to the start of the shift, excluding Article VI, Section 6:6.

If in the judgment of the scheduler, an assignment requires an immediate response, and contact with an officer through their primary contact method is unsuccessful, that officer shall maintain their place on the rotational list. The decision of the scheduler shall not be subject to the grievance procedure.

10:5.4 All overtime hours, including extra duty hours, shall be logged and posted in a conspicuous place.

10:5.5 Members of the groups named in Section 10:5.2, A, B, and C, will not move on the rotational list when the overtime would result in more than sixteen (16) hours of continuous duty.

10:5.6 It is also agreed between the parties that those employees desiring off-shift or out-of-group overtime shall submit a request, for shifts they are available to work, to the Chief or his/her designee by Thursday of the prior week.

10:5.7 When an employee gives less than forty-eight (48) hours' notice of his/her inability to work an overtime shift for which the employee has been previously scheduled, that

employee shall forfeit his/her next three (3) overtime opportunities and shall be charged as if the officer had refused them.

10:5.8 Refusals shall be submitted by the employee to the assignment officer or the shift commander forty eight (48) hours prior to the start of the assignment. Failure to do so shall result in the penalties as set forth in Section 10:5.7.

10:5.9 If the Officer is reassigned from EXD to EXT on a holiday recognized in the collective bargaining agreement, the employee shall be paid two (2) times their regular straight time hourly rate for any hours so worked up to eight (8) hours, and shall be paid two and one-half (2½) times their regular straight time hourly rate for any hour or portion of an hour so worked over eight (8) hours, rounded to the nearest one-half (1/2) hour.

10:6 Overtime created by the absence of the Court Liaison Officer shall be filled from a group of volunteer officers selected by the Chief of Police. Volunteers shall be requested and selected once every two years or earlier, if the Chief determines that there is a need.

10:6.1 Those volunteers who have been selected by the Chief shall be trained by the City to properly fulfill the assignment.

10:6.2 Overtime shall be offered to Court Liaison Officer replacements on a rotational basis. If all available replacements refuse the overtime opportunity, the Chief or his/her designee shall have the ability to temporarily transfer any qualified group member who may be working on the dayshift on the date of the regular Court Liaison Officer's absence.

10:7 Employees may work no more than twenty (20) consecutive hours in any twenty-four (24) hour period unless authorized by the Chief or designee.

10:8 All personnel assigned to Criminal Investigation Division at the rank of Detective shall be placed in "on-call" status on a rotating basis, beginning with the least senior

employee, from 5:00 p.m. each Saturday until 7:00 a.m. each Monday. “On-call” status shall mean an employee must remain fit for duty and available for re-call by the Department.

Employees in on-call status shall receive six (6) hours of straight time pay for such on-call period, except that if such on-call period includes New Years Eve, Easter, the 4th of July or Christmas, employees shall receive eight (8) hours of straight time pay. If actually summoned to duty, employees shall be paid a minimum of four (4) hours pay at the rate of time and one-half, or the actual hours worked at the rate of time and one-half, whichever is greater, in addition to the on-call pay. On-call swaps and give-aways are permissible. A rotating schedule shall be established based on division seniority for the remainder of the calendar year and for each calendar year thereafter. Employees shall be provided a City car during the on-call period and must report for duty within forty-five (45) minutes of call-in.

10:9 When an employee is already working or accepted an assignment to work hours which conflict with the overtime assignment being offered, such employee will remain in place on the overtime list. It shall not be considered a conflict for brief time periods when an employee provides a replacement for overlapped hours, provided there is no burden to the City. It is understood that in no case may employees swap hours from a grant assignment to work another overtime assignment.

10:10 It is agreed that the changes described herein shall be implemented as soon as practicable following the ratification of this tentative agreement.

10:11 Officers who voluntarily work or are assigned to work consecutive shifts will be continuously paid unless they clock out.

## **ARTICLE XI**

### **EXTRA DUTY ASSIGNMENTS**

11:1        The term “extra duty” or “extra assignment” for the purpose of this Agreement, shall mean police duty for which an employee’s services are being charged by the City to an outside party, or some City Department, other than the Police Department (including Animal Control Officer). Assignments will be scheduled either four (4) or eight (8) or more hours, and hours so scheduled will be paid even if the assignment ends earlier. All personnel filling extra duty assignments shall at all times be under the direction of the Shift Commander.

11:2        All extra duty assignments shall be made by the Chief of Police or his/her designated representative, and shall be filled by employees during their off duty hours, and such assignments shall be allocated on a rotating basis among employees who have indicated their desire to work extra duty assignments. An extra duty assignment rotational list shall be established initially by departmental seniority. On a monthly basis, officers can express their desire to work extra duty and can indicate for that month, in a manner prescribed by the City, the shift(s) they are available for extra duty assignments during hours that they are not already scheduled to work. An employee who opts in a particular month not to submit a form indicating the employee’s desire to work extra duty will not be asked to work extra duty during that month, but will continue to advance on the list until such time as the employee submits an opt-in form indicating his/her availability to work in a particular month and is offered an extra duty opportunity. Late submission of an opt-in form results in the employee going to the bottom of the rotational list.

If an employee is contacted and accepts an extra duty assignment, the employee’s name shall go to the end of the rotational list. If an employee is contacted and

declines an opportunity to work an extra duty assignment, the employee's name shall go to the end of the list. If contact with the employee is unsuccessful to offer an employee the opportunity to work an extra duty assignment on a date on which the employee previously indicated his/her availability to work such extra duty assignment, the employee's name shall go the end of the rotational list. If an employee is unavailable to work a particular extra duty assignment because the officer is already working the officer will be skipped without losing his/her place in the rotation. If in the judgment of the scheduler, an EXD requires an immediate response, and contact with an officer through their primary contact method is unsuccessful, that officer shall maintain their place on the rotational list. The decision of the scheduler shall not be subject to the grievance procedure.

The City will continue to make a good faith effort in the filling of these assignments. However, in the event that an error is made in the scheduling of an EXD assignment, the affected employee shall be offered the next available assignment (of the same number of hours) of his/her choosing within fourteen (14) days of the original assignment. The process shall not be subject to the grievance procedure.

If the Extra Duty list is exhausted then Animal Control Officers who have received training in Traffic Direction and Control, as mandated by the Police Officers Standards and Training Council, shall be offered the extra duty.

11:3 When an employee is already working or accepted an assignment to work hours which conflict with the overtime assignment being offered, such employee will remain in place on the overtime list. It shall not be considered a conflict for brief periods when an employee provides a replacement for overlapped hours, provided there is no burden to the City.

It is understood that in no case may employees swap hours from a grant assignment to work another overtime assignment.

11:3.1 For the purpose of four (4) hour assignments: Employees working extra duty assignments shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for any hour(s) so worked up to four (4) hours or any portion of an hour so worked over four (4) hours, rounded to the nearest one-half (1/2) hour.

11:3.2 For the purpose of eight (8) hour assignments: Employees working extra duty assignments shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for any hours so worked up to eight (8) hours, and shall be paid two and one quarter (2-1/4) times their regular straight time hourly rate for any hour or portion of an hour so worked over eight (8) hours, rounded to the nearest one-half (1/2) hour.

11:3.3 Employees working extra duty assignments on a holiday recognized in the contract shall be paid two (2) times their regular straight time hourly rate for any hour(s) so worked up to eight (8) hours, and shall be paid two and one-half (2-1/2) times their regular straight time hourly rate for any hour or portion of an hour so worked over eight (8) hours, rounded to the nearest one-half (1/2) hour.

11:4 Employees with the rank of Detective Lieutenant, Lieutenant, Detective Sergeant(s), Sergeant, Detective, and Patrol Officer shall be eligible to work extra duty assignments. Employees shall not change their scheduled shift hours for the purpose of working extra duty assignments except as provided in Section 6:6 or as otherwise agreed between the parties.

11:5 If the City's designated officer exhausts the volunteer list for an extra duty assignment, without filling the assignment, the City may fill the job in its discretion.

11:6 Any employee who gives less than twenty-four (24) hour notice of his/her inability to work an extra duty assignment for which the officer has agreed to work shall forfeit the right to work extra duty opportunities for the next thirty (30) calendar days and shall be charged as if the officer had refused such extra duty assignments. This provision shall not apply when an employee has been granted reassignment to other duty.

11:7 Officers who are assigned to an extra duty assignment which is canceled or improperly scheduled must be notified of such cancellation no less than forty-five (45) minutes prior to the start of the job. If the City fails to provide such notification within the time required, the officer shall be offered another available EXD or City assignment, during the same scheduled hours. Said notification shall be made to the officer's primary telephone number. When a contractor fails to cancel an assignment in accord with the prescribed time frame, the affected officer shall be paid for the scheduled hours in lieu of being offered another assignment and the officer shall then be moved to the bottom of the list.

## **ARTICLE XII**

### **HOLIDAYS**

12:1 The recognized paid holidays for qualifying employees are as follows:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Juneteenth	Thanksgiving Day
Lincoln's Birthday	Independence Day	1/2 day December 24
Presidents' Day	Labor Day	Christmas Day
Good Friday	Columbus Day	1/2 day December 31

Any holiday officially proclaimed as such by the Congress of the United States or the Legislature of the State of Connecticut.

The City shall retain exclusive right to exchange Lincoln's Birthday holiday for a holiday on the day after Thanksgiving Day provided that once such an exchange is effected it shall remain in place for the duration of the Agreement.

Employees qualifying under Section 12:2 shall receive holiday pay in the check covering the calendar week in which the holiday falls.

12:2 To qualify for holiday payment, an employee shall have worked his entire previously scheduled working day and his entire first scheduled working day following the holiday. Paid sick leave or injuries on duty, if valid, union business leave, military leave (as required by law) and all earned leave time shall be credited as a day worked.

12:3 For the purpose of holiday pay under this Article, New Year's Eve, New Year's Day, Christmas Eve and Christmas Day will be recognized on the actual calendar date and all other holidays will be recognized on the dates legally observed.

12:4 In the event a division or divisions are closed on Thanksgiving, Christmas, or New Year's Day, employees in such divisions may volunteer to work in the Patrol Division or Communications Division in order to allow more officers in those divisions time off, and shall be paid at their regular straight time hourly rate for the first eight (8) hours of such duty.

12:5 Employees who work on a holiday specified in Section 12:1 may elect to receive Compensatory Time in lieu of pay for working on such day. This time must be used six (6) months from the day of the holiday.

12:6 Employees who work on Independence Day, Thanksgiving Day, or Christmas Day shall be paid two (2) times their regular straight time hourly rate for all hours so worked.

## **ARTICLE XIII**

### **VACATIONS**

13:1 Full time employees who have less than six (6) months of continuous employment as of June 30th of any year, shall receive one (1) week vacation with pay at their regular weekly rate.

13:2 Full time employees who have been continuously employed over six (6) months but less than six (6) years as of June 30th of any year shall receive two (2) weeks vacation with pay at their regular weekly rate.

13:3 Full time employees who have been continuously employed for six (6) but less than eleven (11) years as of June 30th of any year shall receive three (3) weeks vacation with pay at their regular weekly rate.

13:4 Full time employees who have been continuously employed for eleven (11) years or more as of June 30th of any year shall receive four (4) weeks vacation with pay at their regular weekly rate.

13:5 Employees completing the year of continuous service which will entitle them to a third or fourth week of vacation pursuant to Section 13:3 or 13:4 above shall be entitled to take such additional week at any time within one (1) year after their anniversary date.

13:6 The vacation period shall be from July 1st to June 30th of each year.

13:7 Employees shall be granted their vacations throughout the year according to seniority within rank subject to the demand of police service as determined by the Chief of Police.

13:8 In no event shall employees entitled to three (3) or more weeks vacation have the right to take three (3) consecutive weeks during the period of May 1st through September 15th.

13:9 Vacation time can be taken in whole or in part, if in accordance with Section 13:8 of this Article. Employees wishing to commence a vacation period of less than two (2) weeks shall notify the responsible officer of his intentions seven (7) days before starting such period. Employees wishing to commence a vacation period of two (2) weeks or more shall notify the responsible officer of his intentions fourteen (14) days before starting such period. No employee shall be entitled to more than one (1) Saturday and one (1) Sunday off for each week of vacation earned.

13:10 Effective with fiscal year 2002/2003, all vacations must be completed during the fiscal year and are not accumulative except that up to 1 such week may be carried over into the next fiscal year. All carry-over vacation must be completed by the end of the next fiscal year or it shall be forfeited. The City must afford the opportunity for the employee to take his vacation within the fiscal year, except where this is in conflict with the provisions of Section 13:5. With the exception of the one week carry over, if an employee is unable to use any part of his/her vacation leave during the fiscal year in which it was earned because of injury or illness, he/she shall receive one (1) hour of vacation pay for each hour of such unused vacation leave in the following fiscal year paid at the prior year's hourly rate.

13:11 Employees with four (4) weeks vacation can request compensation of one (1) week of said vacation in lieu of time off should the Department Head feel the employee can be used at employment. Said employment shall be at the straight time rate of pay.

13:12 An employee who resigns or is terminated for any reason shall be paid out his/her balance of unused vacation time, but shall not be eligible for payment of pro-rated vacation. An employee who is laid off shall be paid his/her balance of vacation and shall also receive a vacation pay-out on a pro-rated basis for the next fiscal year's vacation period. An employee who retires shall be paid his/her balance of unused vacation time; however, they shall only receive a vacation pay-out on a pro-rated basis for the next fiscal year's vacation period with at least four (4) weeks advance written notice of retirement. If an employee dies, pro-rated vacation and unused vacation time shall be paid to the employee's estate at the employee's rate as death benefits.

13:13 Employees who work four (4) hours or more overtime may elect to be compensated for such overtime in the form of extra vacation time, unless filling a vacancy created by the use of earned extra vacation time, and subject to the following:

13:13.1 Extra vacation time will be computed on the basis of one and one-half (1 - 1/2) hours of extra vacation time for each hour of overtime worked.

13:13.2 A maximum of ten (10) days per year shall be allowed in any fiscal year and all credited time shall be taken by the conclusion of each fiscal year. A maximum of ten (10) days per year shall be allowed in any fiscal year unless otherwise mutually agreed for Lieutenants in divisions other than Patrol and all credited time shall be taken by the conclusion of each fiscal year.

13:13.3 Employees can accumulate a maximum of five (5) days at one-time before being required to take said credited time unless otherwise mutually agreed for Lieutenants in divisions other than Patrol.

13:13.4 Extra vacation time shall be returned to employees when sufficient notice is given and it does not interfere with the efficient operation of the Department.

13:14 One (1) day off duty requests based upon days earned by the employee (i.e., vacation, personal leave, extra vacation time), may be granted provided the request is submitted no later than three (3) days prior to the day desired. Such request shall be in writing and shall be granted subject to the demands of the Department. All requests that are received seven (7) days or more in advance of date desired, when granted, shall be given in order of adherence to seniority. All requests that are received less than seven (7) days in advance of date desired, when granted, shall be given in order of date and time submitted.

## **ARTICLE XIV**

### **SICK LEAVE**

14:1 Sick leave shall be considered as absence from duty with pay for the following reasons:

14:1.1 Illness or injury, except when directly traceable to employment by an employer other than the City of Bristol.

14:1.2 When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off duty hours.

14:1.3 To attend to the birth or adoption of an employee's child, a maximum of six (6) days of sick leave may be used either immediately prior to or immediately after the birth or adoption. Such use of sick leave shall not break continuity for purposes of perfect attendance time. Proper documentation must be submitted to the Human Resources Department.

14:1.4 To care for immediate family member who is sick up to a maximum of five (5) days per fiscal year.

14:2 Eligibility for sick leave payments shall be computed from the date an employee is appointed a full time employee. Employees shall call in at least one-half (1/2) hour before their assigned starting time or they shall not receive sick leave credit for said day unless the reason for tardy notification is deemed satisfactory by the Chief of Police. The accumulation and payment of sick leave shall be made as covered in this Article.

14:3 An employee who has been on the payroll for less than six (6) months will receive no sick leave.

14:4 An employee who has been on the payroll for six (6) months but less than one (1) year shall be paid for absence of not more than five (5) working days.

14:5 An employee who has been on the payroll continuously for more than one (1) year but less than five (5) years shall receive twelve (12) working days sick leave credit each year on the anniversary date of his employment, subject to the provisions of Section 14:8.

14:6 An employee who has been on the payroll continuously for five (5) years but less than ten (10) years shall receive eighteen (18) working days sick leave credit each year on the anniversary date of his employment, subject to the provisions of Section 14:8.

14:7 An employee who has been on the payroll continuously for ten (10) years or more shall receive twenty-five (25) working days sick leave credit each year on the anniversary date of his employment subject to the provisions of Section 14:8.

14:8 Sick days shall begin to accumulate at said anniversary date of employment. Any days in excess of two hundred (200) working days will not be calculated into retirement calculation figures or sick leave payout. (Umbrella MOU effective 07/01/18)

14:9 After the expiration of sick leave days, employees will receive Short Term Disability benefits under the terms of the approved policy for thirteen (13) weeks.

14:10 A medical certificate shall be required for an absence consisting of four (4) consecutive working days at the employee's expense. Should a medical certificate be required by the City for absences of three (3) consecutive days or less, it shall be paid for by the City.

14:10.1 Sick leave benefits shall commence with the second consecutive day of each sick absence starting with the fifth (5th) individual illness in the employee's anniversary year. Individual illness is defined as a total of eight (8) hours accumulated time, i.e. employee is scheduled to work eight (8) hour shift works first four (4) hours and is required to book off sick for the remaining four (4) hours shall have only four (4) hours accumulated time as booked off on sick leave.

14:11 If an employee is approved for return to work without a physician's certificate, he shall return to work immediately if scheduled. Should an employee require a physician's approval, he shall not return to work until approval is given by said physician and it is received by the responsible officer in charge.

14:12 It shall be the right of the City through the Chief of Police and/or Director of Human Resources to indicate existing abuses of sick leave. In such case, the Chief of Police and/or Director of Human Resources shall produce records and proof of sick leave abuse to the Union, and the City will notify the Union the manner in which the abuse is to be handled. The City may request a medical evaluation by a physician of its choice at its expense, and if the employee's physician and the City's physician disagree on the employee's ability to work, those two physicians shall select a third physician whose opinion shall be binding on the parties. The cost of the third physician shall be shared by the City and the employee.

For purposes of this article, patterns of use may constitute abuse of sick leave and may be grounds for disciplinary action.

14:13 An employee who has called in sick for his regular shift shall be considered on sick leave for that shift and shall be considered unavailable for any hours during the shift immediately thereafter except at cycle change which requires officer to work two consecutive regularly scheduled shifts. He/she shall be listed as unavailable.

14:14 In the event that an employee dies in the line of duty, the employee's sick leave balance will be credited with the maximum accrual amount.

14:15 Upon retirement or death of an employee, forty-five percent (45%) of all unused sick leave not in excess of two hundred (200) working days shall be paid to the employee or next of kin, whichever is applicable.

14:16 Prior to an employee seeking benefits under the Short Term Disability Plan, employees in the bargaining unit shall be permitted to donate sick leave to another employee. Such donation shall be voluntary and will not be unreasonably denied by the Chief or his/her designee.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

15:0.1 **PURPOSE.** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

15:0.2 **DEFINITION.** A grievance for purposes of this procedure shall be considered to be an employee or Police Union complaint concerned with:

15:0.2.1 Discharge, suspension or other disciplinary action.

15:0.2.2 Charge of favoritism or discrimination.

15:0.2.3 Interpretation and application of rules and regulations of the Police Department.

15:0.2.4 Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

15:1 PROCEDURE. The following grievance procedure shall be used by an employee or the Police Union to settle all departmental grievances. The only grievances that will be recognized are those that are initiated within twenty (20) calendar days of the alleged infraction. It is also understood that either the employee, the Union, or the City can represent themselves and/or have representation of their choice.

15:1.1 STEP ONE. The aggrieved shall submit his written grievance to the Chief of Police or his designee, setting forth the applicable Article and Section of the Agreement which is alleged to have been violated. The grievance must be answered in writing within eleven (11) calendar days after receipt.

15:1.2 STEP TWO. Should the grievance not be settled to the satisfaction of the aggrieved, it shall be submitted within fourteen (14) calendar days to the Director of Human Resources. The decision of the Director of Human Resources shall be rendered in writing to all parties involved within fifteen (15) calendar days after receipt.

15:1.3 STEP THREE. Should the grievance not be settled to the satisfaction of the Union, it may within twenty (20) calendar days after receipt of the decision rendered in Step Two submit the grievance to arbitration, with a copy to the Director of Human Resources. Arbitration shall be conducted by the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations; provided, however, discharge cases shall only be arbitrated by the American Arbitration Association. Regardless of whether the case is heard by

the American Arbitration Association or the State Board of Mediation and Arbitration, the arbitrators shall hear and decide only one (1) grievance in each case; they shall be bound by and must comply with the specific terms of this Agreement; and they shall have no power to add to, delete from, or modify in any way any of the provisions in this Agreement.

15:1.4 Grievances involving employee discharge shall be processed through the American Arbitration Association. The Union and the City will each be responsible for 50% of the total cost of processing a discharge case filed with the American Arbitration Association. The cost of the stenographer will be equally divided between the City and the Union.

15:2 MEETINGS. If either party related to the grievance procedure desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) days after receipt of the request.

15:3 MEDIATION. The mediation services of the State Board of Mediation and Arbitration may be used prior to Step Three provided both parties mutually agree on the desirability of this service.

15:4 TIME EXTENSIONS. Reasonable extension of time after initiation of the grievance procedure shall be agreed between the City and the Union if such request is made before the expiration of the time limit set forth in steps and provided such request is made in writing.

15:5 RECORDING OF TESTIMONY. All parties concerned shall have the right to record the proceedings at any or all steps of the grievance procedure provided that all parties are notified that recording will occur.

15:6 In order to avoid the necessity of processing numerous grievances originating with the same event or occurrence, the Union shall file a single grievance beginning at Step One,

and shall identify those employees affected by the grievance. The final outcome of the grievance shall be binding upon all affected employees, as well as the City and the Union.

## **ARTICLE XVI**

### **DISCIPLINE AND DISCHARGE**

16:1 The power of suspension and discharge shall rest with the Board of Police Commissioners except that the power of suspension may be delegated to the Chief of Police or his/her designee. The Chief of Police may impose punitive suspensions for periods not to exceed two (2) calendar weeks. Superior officers, so designated, shall have the authority to relieve from duty for cause only, any member of the Department. Such action shall immediately be reported to the Chief of Police for such action as the Chief may deem necessary.

16:2 Further disciplinary action by the Chief or his designee will take place after the employee has been given the opportunity to appear before the Chief of Police to answer charges, with or without Union representation as he/she may so desire, within a period of twenty-four (24) hours from the time the Chief decides to take action, excluding Saturdays, Sundays, and holidays.

16:3 The Chief of Police shall attempt to notify the employee of the charges involved and of the hearing; and, if unable, shall notify an official of the Union. If, for good reason, either side cannot meet within the twenty-four (24) hour period, such hearing shall be rescheduled as soon as possible. In severe cases warranting immediate reference to the Board of Police Commissioners for disciplinary action beyond the powers of the Chief or his/her designee, the Chief may suspend immediately pending Board hearing which shall take place within fourteen (14) days from date of suspension.

16:4 Any member who may be suspended by the Chief of Police has the right of appeal to the Board of Police Commissioners. In the event of such appeal, which must be made in writing to the Board with a copy to the Chief within forty-eight (48) hours, the suspension shall be held in abeyance except as noted in Section 16:3 until the hearing and decision of the Board of Police Commissioners shall have been made.

16:5 In the event of such appeal to the Board of Police Commissioners, the Board shall act not later than its next regular meeting after receipt of said appeal. The Board of Police Commissioners shall be responsible for all disciplinary hearings outside of the grievance procedure should the disciplined employee feel said discipline was given without just cause. All witnesses shall be sworn, mechanical recording equipment may be used to record the testimony, and all persons concerned shall have the right and choice of representation. Such hearings shall be closed to the public unless an open hearing is requested by the employee. The conclusions of the hearing shall be reduced to writing with copies distributed to all concerned within fourteen (14) calendar days after the hearing. An employee or the Union may request and have a stenographic report or tape recording of said meeting at their own expense.

16:6 In acting upon such appeal, the Board of Police Commissioners shall have the right to rescind, modify, affirm, or increase the suspension and other penalties ordered by the Chief.

16:7 Any employee who has been disciplined or discharged, and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority, and shall accept the monetary compensation that is judged fair by the Committee engaged in the decision.

16:8 Any time limit set forth in this Article may be extended by mutual agreement between the City and the Union.

**ARTICLE XVII**

**FUNERAL LEAVE**

17:1       The City will grant up to a maximum of three (3) regular working days with pay in the event of death in the immediate family. The funeral leave days granted shall only be from the date of death through the date of the funeral and the City may request proof of attendance. The immediate family shall include Mother, Father, Sister, Daughter, Brother, Husband, Wife, Son, Mother-in-Law, Father-in-Law, Step-parent, Step-child, or any relative who is an actual member of the household.

17:2       In the event of a death of a Grandchild, Grandparent, Brother-in-law, Sister-in-law, Aunt, Uncle, Niece, Nephew or First Cousin of the employee or employee's spouse, one (1) day will be allowed provided the employee attends the funeral.

17:3       The Chief of Police can allow up to an additional two (2) working days leave over the days allowed in Section 17:1 and 17:2 of this Article, should he deem the reason(s) unusual and worthy provided that it does not disrupt the efficient operation of the Department.

**ARTICLE XVIII**

**UNION BUSINESS LEAVE**

18:1       Six (6) members of the Union Negotiating Committee shall be granted leave from duty, by their shift commander, with full pay for all meetings between the City and the Union for purposes of negotiating the terms of the Contract, when such members are scheduled to be on duty. All requests for time off duty under this Section shall be made stating the approximate length of time, date, and location of the meetings.

18:2 Two (2) members of the Union's Grievance Committee and Grievant shall be granted leave from duty, by the Chief of Police, with full pay for all meetings between the City and the Union for purposes of processing grievances, arbitration hearings, administrative hearings, or judicial proceedings involving labor relations. Such time off will be granted provided that it does not interfere with the normal operation of the department. All requests for time off duty under this Section shall be made stating the approximate length of time, date, and location of the meetings.

18:3 Union Officials and delegates shall be given time off to attend conventions and/or meetings associated with their affiliation. The Executive Board of the Police Benevolent Association shall also be given time off in accordance with this section to attend conventions and/or meetings associated with their affiliation. At no individual meeting or conference will any more than a maximum of four (4) employees of the department with no more than two (2) employees from a shift be granted this privilege without loss of pay. One (1) additional employee for a total of three (3) employees shall be allowed off provided, however, that in allowing the one (1) additional employee off there is no additional cost to the City in filling such vacancy with overtime payment. There shall be a maximum of two hundred (200) paid hours per contract year for all employees covered by this Section. Any use of these hours must be approved by the President of the Union or designee. It is understood that hours paid shall be only during and for the employee's regularly scheduled work week. It is additionally understood that any time spent beyond four (4) hours per meeting by Union Officials shall be charged to the above stated hours except for negotiations and grievance and/or arbitration meetings with the City. Except in cases of emergency at least forty-eight (48) hours written notice must be given to

the shift commander. In all cases, the Union or a member of the Police Benevolent Association, as applicable, shall provide a reason for time off under this section.

18:4 A maximum of fifty percent (50%) of all bargaining unit employees on duty including Union Officials shall be allowed to attend all local and/or special meetings during regularly scheduled work day with pay, but is understood they must be available for immediate duty and must be cleared by the shift commander before being granted permission. Individual notice does not have to be in writing provided the Chief of Police receives a copy of the meeting call at least forty-eight (48) hours in advance of such meeting.

18:5 Union Officials and/or Stewards, up to a maximum of two (2) per shift, shall be allowed reasonable time off with pay on a regular work day to conduct business that concerns the Local Union, provided that such notice is in writing forty-eight (48) hours in advance of time needed, except in cases of emergency. Should time off duty exceed four (4) hours, all time off duty shall be charged against total hours outlined in Section 18:3 of this Article. It is understood that a Union official or Steward shall be allowed reasonable time off duty to discuss oral grievances with the grievant and the Department representative(s) without written notice. In all cases, the Union shall provide a reason for time off under this section.

18:6 The City shall permit the use of bulletin boards located in the Police Department Employees Lounge for the posting of Union notices concerning business and activities.

18:7 The City shall make available suitable quarters in which to conduct monthly and/or special meetings.

## **ARTICLE XIX**

### **UNIFORMS AND CLOTHING**

19:1        The Police Department will continue to furnish such equipment as it customarily furnished in the past and whenever possible shall furnish such additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.

19:2.1      The City shall annually provide uniforms for employees in accordance with Section 19:2.2 with the understanding that new employees shall receive the uniform allocation at the time of regular full time appointment.

19:2.2      The City shall provide, annually, for the first three (3) years of employment the following clothing allowance: four (4) uniform trousers, three (3) long sleeve shirts, three (3) short sleeve shirts, three (3) neckties. Employees have the option of electing the clothing allotment or clothing allowance of \$1,000 in the fourth (4th) year of employment. Employees who choose the clothing allowance will receive said allowance in the first pay period of the fiscal year in which they will attain their fourth (4<sup>th</sup>) year of employment. After the fourth (4th) year of employment, employees shall receive \$1,250 clothing allowance for all clothing items. Employees will receive said allowance in the first pay period of the fiscal year.

The specifications agreement dated October 29, 1987 will no longer apply; however, the City will use a “union tailor”.

19:3        Employees shall appear on duty, in a neat, clean and presentable manner at all times.

19:4 Gun belts, magazines and cases, flashlights, batons, collar pins and tabs, name tags, guns, holsters, pepper spray, handcuffs, and ammunition shall be replaced as needed provided the item to be replaced is returned if it was provided by the City.

19:5 Employees of any Plainclothes Division shall receive an annual clothing allowance of one thousand two hundred fifty dollars (\$1,250) to include shoes. Criminal Investigation Division (CID) detectives are required to appear in a neat manner and will not wear jeans or sneakers unless the job assignment calls for them to be worn. Such attire must be approved by the Commander of the Criminal Investigation Division (CID). The dress code requirements in this Section shall not apply to Drug Enforcement Officers or Detectives assigned as Evidence Technicians.

19:6 The City shall be responsible for reasonable alterations of uniforms if the employee loses weight, limited to one (1) alteration annually per item of uniform.

## **ARTICLE XX**

### **HOSPITALIZATION AND INSURANCE**

20:1 The City shall provide and pay for each employee a Term Life Insurance Policy in the amount of \$100,000.

20:2 The City of Bristol shall pay for all full time members of the bargaining unit and eligible enrolled dependents, including dependent children to age 25 (currently age 26 subject to Federal Affordable Health Care Act remaining in effect), the full cost of the medical insurance plan and prescription plan subject to the cost shares below.

20:3 Employee Contributions for the High Deductible Health Plan (“HDHP”):

(a) Effective July 1, 2023, employees shall continue to pay 18.75% of the cost share for the HDHP and dental coverage and that of any enrolled dependents on a per pay period basis through pre-tax payroll deductions in accordance with Section 125 of the IRS Code.

(b) Effective July 1, 2024, employees shall continue to pay 18.75% of the cost share for the HDHP and dental coverage and that of any enrolled dependents on a per pay period basis through pre-tax payroll deductions in accordance with Section 125 of the IRS Code.

(c) Effective July 1, 2025, employees shall continue to pay 18.75% of the cost share for the HDHP and dental coverage and that of any enrolled dependents on a per pay period basis through pre-tax payroll deductions in accordance with Section 125 of the IRS Code.

(d) Effective July 1, 2026, employees shall continue to pay 18.75% of the cost share for the HDHP and dental coverage and that of any enrolled dependents on a per pay period basis through pre-tax payroll deductions in accordance with Section 125 of the IRS Code.

(e) An employee's cost share shall be reduced by one and one-half percent (1.5%) if during the preceding calendar year the employee and the employee's enrolled spouse participated in each of the following wellness components: 1) biometric screening; 2) health risk assessment; and 3) age appropriate preventive screenings to include annual exam.

20:3.1 The High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA") is the only health insurance plan available to employees hired after ratification of the 2019-2023 Agreement. The HDHP/HSA as follows.

20:3.2

<b>HDHP/HSA</b>	<b>Effective upon ratification of the 2019-2023 Agreement</b>
Deductible	\$2,000/\$4,000
In-Network Benefits	100%
In-Network Co-Insurance	100%
Out of Pocket Max (Inc. Ded)	\$2,000/\$4,000
Preventive Services	100% not subject to deductible
<b>Out of Network Benefits</b>	
Deductible	\$2,000/\$4,000
Coinsurance	80%
Out of Pocket Max (Inc. Ded)	\$4,000/\$8,000
Pharmacy Benefits	100% after deductible
Employer HSA Funding	50%

20:3.3 For the July 1, 2023 through June 30, 2027 fiscal years, the City’s contributions toward the HDHP deductible (50%) shall be deposited into the employees’ HSA accounts in two installments, the first in the first payroll period in July and the second in the first payroll period in January of each fiscal year. New hires shall receive the deposit in the first pay period after they have been hired on a prorated basis over twelve months.

20:3.4 The parties acknowledge that the City’s contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The City shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

20:3.5 A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from owning an HSA bank account because the individual receives

Medicare and/or veterans' benefits. The annual maximum reimbursement by the City shall not exceed the City's annual deductible contribution for those with an HSA. Premium contributions for the individuals with an HRA shall be the same as for those with an HSA. The City shall have no obligation to reimburse any portion of the HRA for retirees or other individuals upon their separation from employment.

20:4 For employees who retire on or after July 1, 2022, coverage shall consist of the HDHP. The City shall have no obligation to fund any portion of the HDHP deductible or reimburse any portion of an HRA for retirees or other individuals upon their separation from employment.

20:5 The HDHP benefit summary plan is available for review in the City's Comptroller's Office.

20:6 The City shall provide for each employee and eligible enrolled dependents, the Blue Cross Co-Pay Dental Plan, with Riders A, B, C, and D and the Dependent Child Rider (to age 25). At any time, should an alternate dental plan become available, which would provide similar coverage in terms of level of benefits, the City agrees to look at such plan(s) and discuss such plan(s) with the Union.

20:7 The City reserves the right to substitute at any time during the term of this Contract any benefit plan which provides equal or better benefits than any existing plan.

20:8 As long as the Umbrella MOU is in place, retirees eligible for retiree health benefits will not contribute to the cost-share for such benefits in retirement.

20:9 For employees who retire on or after July 1, 1988, the City will pay the cost of health insurance coverage for retiree and spouse for the first ten (10) years after retirement, beginning on a date of the retiree's choice. If the ten (10) years of health insurance coverage is

deferred upon retirement, such coverage shall not commence later than ten (10) years prior to the member's Medicare eligibility date.

20:9.1 Any retiree who wishes to enroll additional dependents, and any retiree (or spouse or dependent of a deceased retiree) who wishes to remain enrolled beyond the period specified in Section 20:9 following the date of retirement, may do so at their own expense, carrier permitting.

20:9.2 The City shall not be obligated to provide coverage for any retiree or spouse who is eligible for health insurance coverage through another employer; provided that if an employee or spouse is eligible for lesser coverage, or coverage at less than full payment, the City may elect to provide appropriate supplementary coverage or may reimburse the employee's payment in lieu of the above coverage.

20:9.3 In the event that an employee dies in the line of duty, the spouse and eligible dependent children shall continue to receive medical benefits, which are in effect at the time of death, provided for by the City. With respect to the dependent children, their coverage continues in accordance with the terms of the plan. With respect to the spouse, their coverage continues until they remarry or become eligible for Medicare, whichever comes first.

20:9.4 The benefits described in this section shall only apply in cases of full normal retirement after twenty-five (25) years of service, or disability retirement which is the result of an injury sustained in the line of duty, as determined under the Police Pension Plan or death in the line of duty.

20:9.5 The City's plan shall be supplemental to Medicare for any retiree (and spouse) age sixty-five (65) or older who is eligible for and enrolled in Medicare Parts A & B.

20:10 If an eligible employee chooses to voluntarily waive insurance he/she shall receive the following waiver payment in July of each fiscal year.

Single Coverage \$1,000

Employee plus one or Family Coverage: \$2,000

Dual insured City employees will not be eligible for this waiver payment.

## **ARTICLE XXI**

### **WORKERS' COMPENSATION**

21:1 Any City employee who shall suffer personal injury or illness in the performance of his duty and who shall be eligible for payment under the Workers' Compensation Act shall be paid by the City of Bristol, the monetary difference between said City employee's weekly straight time salary and the benefits payable to him under Workers' Compensation Act for a period not to exceed seventy-eight (78) weeks.

## **ARTICLE XXII**

### **PERFECT ATTENDANCE**

22:1 Personal leave time shall be granted for perfect attendance under the following conditions:

22:2 Each calendar quarter of perfect attendance shall earn any employee one (1) day leave with pay to be taken within six (6) months from the time earned. The calendar quarters shall begin January 1, April 1, July 1, and October 1, of each year.

22:3 Any employee who has four (4) consecutive quarters of perfect attendance shall receive two (2) additional days leave with pay to be taken within six (6) months from the time earned.

22:4 Any accumulated lost time shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in Section 22:5.

22:5 The following leave time shall be considered earned toward perfect attendance:

22:5.1 Earned Vacation

22:5.2 Earned Extra Vacation Time

22:5.3 Perfect Attendance Leave

22:5.4 Allowable Union Business Leave

22:5.5 Injury on Duty (for initial period of absence only, and subject to a limitation of thirty (30) calendar days).

22:5.6 Funeral Leave

22:5.7 Sick leave taken in accordance with Article 14:1.3

22:5.8 Military leave taken in accordance with Article 24:3.

### **ARTICLE XXIII**

#### **LEAVE OF ABSENCE**

23:1 A leave of absence without pay for good cause may be granted not to exceed one (1) year. A request for leave of absence must be made in writing by the employee with the explanation of reasons therefore and showing dates from and to on the request and presented to the Department Head. If approved, the Department Head will so indicate by signing the employee's request. The request for leave shall then be sent for final approval to the Department's Board of Commissioners, or the Mayor, who shall indicate such approval by

signing and returning the request for leave to the Department Head who originally approved it; he, in turn, will grant permission and send the request to the Human Resources Department who will then process such leave properly. It is understood that leaves of absence will not be granted to specifically pursue other full time paid employment except as provided for under State Statute.

23:2 A properly authorized leave of absence shall have no effect on the employee's length of service. However, employees must pay pension costs into the Retirement Program at the rate of pay at the time of such authorized leave throughout the entire period of time, payable one (1) month in advance. Any employee who wishes to retain health insurance coverage after thirty (30) days of such leave must do so at his/her own expense. Upon the return to work of the employee, the Department Head shall notify the Human Resources Department giving all necessary information to effectuate the employee's return to work.

## **ARTICLE XXIV**

### **MILITARY LEAVE**

24:1 An employee departing for military service shall receive any vacation time accrued to his credit and such employee's seniority rights shall not be impaired during his period of military duty.

24:2 An employee who reports to the City within ninety (90) days after his honorable release from military service, shall be immediately returned to the position he held formerly, or to one of like rank and compensation at the time of his return, provided such position still exists. This provision shall apply only to the initial enlistment period, unless otherwise provided by law. Employees returning from active duty shall be required to successfully pass a physical examination.

24:3 Military leave for members actively participating in military reserve activities, including the National Guard, shall be granted an amount specified by Connecticut Statute. Pay for these weeks shall be the difference between their current military pay for that training period and their normal straight time City pay, if any. Proof of the above must be furnished.

24:4 It is understood that any employee working elsewhere prior to claiming his pre-service position, can be denied reemployment.

## **ARTICLE XXV**

### **TIME CLOCKS - GENERAL RULES**

25:1 The following rules for time clocks shall pertain in general to the Department during the time the City may deem it necessary to have time clocks. Should there be any Department variation from time to time as it deals with time clocks, said variations shall be posted in a conspicuous place near the time clock.

25:2 Each employee shall only punch his own time card or be subject to dismissal.

25:3 Employees can only punch in within the fifteen (15) minutes preceding the start of his shift.

25:4 Employees can only punch out within the last three (3) minutes of the shift unless otherwise excused.

25:5 A maximum of three (3) minutes at the beginning of an employee's shift shall be allowed without loss of pay. However, continued tardiness can be handled by disciplinary action as deemed necessary.

25:6 Time shall be computed in ten (10) equal periods of time per hour of employment.

## ARTICLE XXVI

### GENERAL PROVISIONS

26:1 On or before May 15th of each calendar year, the City shall furnish the Union with a copy of the seniority list. The City and the Union will have thirty (30) days in which to make corrections and signify their approval thereof.

26:2 The City shall be responsible for an employee's personal items such as dentures, watches, and prescription eyeglasses which are damaged or lost in the performance of his duties, provided the loss or damage is reported in writing when possible to the officer on duty before the termination of his shift. Watches and jewelry valued in excess of two hundred dollars (\$200) will not be covered unless worn with prior written approval of the Chief. The City shall not be responsible for replacing such items if damage or loss is caused by the employee's intentional negligence, horseplay, or carelessness. It is understood that an employee shall assist the City in the necessary steps for possible private repayment of such items and should such repayment be made the City shall be reimbursed.

26:3 Each employee shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours and shall be granted a ten (10) minute coffee break twice in each eight (8) hour shift. During such lunch periods and coffee breaks, the employee shall be available in case of call.

26:4 The Chief of Police shall have the right to assign Police Officers who are on the Criminal Investigation Division's eligibility list to the Criminal Investigation Division for a training period of not less than one cycle and not more than two cycles. Such right of assignment shall not be used in lieu of filling a vacancy. During this training period the Police Officer assigned to the Criminal Investigation Division will receive the rate of pay of a Police

Officer. The hours of work during this training period shall be the same hours as those worked by the Criminal Investigation Division. Any officer assigned to the Criminal Investigation Division will, however, be eligible to work overtime assignments within the Patrol Division during this training period.

26:5 Any position normally filled by a particular rank in the department shall be filled by an officer of that particular rank whenever possible.

26:6 All employees shall have the right every six (6) months to review their personnel files within two (2) working days upon written request to the Director of Human Resources, and at such time that the request will not interfere with the orderly operation of the Human Resources Department.

26:6.1 Employees shall be given a copy of any item placed in their file upon placement in the file.

26:7 If any Article or Section of this Contract is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other Articles and Sections or portions thereof which shall be valid.

26:8 Line-ups in patrol shall start at precisely ten (10) minutes before the hour, or precisely twenty (20) minutes after the hour.

26:9 The City recognizes that the Union may adopt an official charitable organization of its choice, and will allow two (2) members of the Union to attend its functions while on duty without any loss of pay. It is further agreed that these two (2) members will not have to be replaced on their work assignments by overtime personnel. It will be the Union's responsibility to notify the Chief, in writing, forty-eight (48) hours in advance of the function of

the officers involved, location, and length of time of the function provided that it does not disrupt the efficient operation of the department.

26:10 It is understood that the City shall continue to utilize a performance appraisal system which use and contents shall not be grievable under the terms of this Agreement.

26:11 The City reserves the right to implement bi-weekly pay periods and will provide ninety (90) days notice prior to implementation.

26.12 There shall be a minimum of the following positions on the Police Department:

Detective Lieutenant:	one (1)
Lieutenant:	ten (10)
Detective Sergeant:	three (3)
Sergeant:	ten (10)
Detective:	nineteen (19)

26.13 Any employee who is assigned an Intern shall be compensated with one (1) hour of earned vacation time (EVT) per ride along up to a maximum of eight (8) hours per fiscal year.

26.14 Effective on July 1, 2019 there will be one (1) Animal Control Officer and one (1) Assistant Animal Control Officer. The rates of pay for both positions shall be that of the Animal Control Officer.

26.15 In the event that an employee dies in the line of duty, that employee shall be posthumously promoted to the next rank. Such promotion shall be used in the calculation of pension benefits.

26:16 The City may appoint and maintain a Detective to the Statewide Narcotics Division and a Detective to the Drug Enforcement Agency. In the event that the positions cannot be filled by a Detective the position will be filled by a Patrol Officer. These positions shall always be offered to Detectives first. Personnel assigned to these positions shall be assigned for a time period of 60 months, the end of which the Chief will review their assignment. During said review, if another Detective is interested in said assignment he/she will be given the opportunity to apply. If the host agency determines that the detective is not acceptable, the Chief may reassign the original patrol officer or may assign another patrol officer to replace him/her.

## **ARTICLE XXVII**

### **PENSIONS**

27:1 The pension system for all regular members of the Bristol Police Department shall remain in effect as set forth in Section 2-90 through 2-97.6 of the Code of Ordinances.

27:2 All regular members of the Department, whether or not on the payroll as of January 1, 1972, will be covered by the escalator clause.

27:3 The term “half pay” or “one-half pay” shall represent a variable sum in each fiscal year as described in this Section (c) as follows: The pension benefit formula shall be seventy (70) percent of a member’s compensation (base pay). Base pay shall include forty (40) percent of an employee’s unused sick leave paid out at the time of retirement if applicable. The pension benefit shall be increased to reflect any salary increases provided to the active bargaining members at the same rank and step as the retiree held at the time of retirement to a maximum of 2.5% per year (the escalator shall be capped at 2.5% in any given year). (Umbrella MOU effective 07/01/18)

(a) Whether for computing employee contributions or retirement benefits, the term “compensation” shall be defined to mean the annual rate of base salary for the employee’s rank and step, as set forth in the applicable collective bargaining agreement (if any).

(b) Upon ratification of the 2019-2023 Agreement, the employee contribution for employees hired before ratification shall be six and one-half percent (6.5%) of compensation. Employees hired after the ratification of the 2019-2023 Agreement shall contribute seven and one-half percent (7.5%) of compensation upon hire. Such pension contribution payroll deductions will be made in accordance with IRS Code Section 414 (h) (2) on a pretax benefit basis.

(c) For employees hired before the ratification of the 2019-2023 Agreement, one point six two five percent (1.625%) of the employee’s contribution shall be applied to the retiree health account. Employees hired after the ratification of the 2019-2023 Agreement shall have one point eight seven five percent (1.875%) of their contribution applied to the retiree health account. Employee contributions towards the retiree health account shall be irrevocable and non-refundable.

(d) Employees shall be fully vested after ten (10) years of continuous service in the department as a regular police officer. The term “fully vested” shall mean that upon separation from employment with the Bristol Police Department, such employee may elect not to withdraw the assessments paid into the fund by him, and instead to collect, upon reaching the age when he would have been eligible for a normal pension, a retirement allowance based on two and eight-tenths percent (2.8%) of compensation per year of continuous service completed prior to separation from employment. Such percentage shall be applied against his rate of compensation at the time of his separation from employment, and the resulting retirement

allowance shall not be increased thereafter for any reason. This Section shall not apply in the case of a discharge for just cause which is not reversed upon appeal or a resignation by an employee who has been informed he is under investigation for an offense which constitutes just cause for discharge, and from which he is not exonerated. For purposes of this section, compensation excludes sick leave payout as it is not applicable.

(e) If a member of the bargaining unit has been in service of the Bristol Police Department for a period of ten (10) years or more, and has been certified by a physician or physicians appointed by the City to be unable to perform the duties of his position, and such injury is not determined to have occurred while in the performance of his duties, such employee may receive a retirement allowance based on two and eight-tenths percent (2.8%) of pay for each year of service as a regular member of the Department, subject to a minimum of twenty-eight percent (28%) of pay and a maximum of seventy percent (70%) of pay. For purposes of this section, compensation excludes sick leave payout as it is not applicable.

(f) After twenty-five (25) years of service during which an employee has contributed to the police pension fund as a regular member of the Department, no further contributions shall be required of the employee and the employee shall be eligible for normal retirement.

(g) The Animal Control Officer and/or Assistant Animal Control Officer (s) shall become and remain a member of the Police Pension Plan. The years of service which the incumbents have contributed towards the General City Plan shall be considered as years of service in the police pension plan, and they shall have no rights in the General City Pension Plan.

(h) A funding policy will be created to establish a floor of at least 110% liability coverage for the City's Umbrella Pension Fund. At any time the ratio falls below 110%,

the City, the City's actuaries, and the Union will cause a plan to be created for the City to make contributions to bring the funding ratio to a minimum of 110% within 90 days of the City's Umbrella Pension Fund falling below 110%. (amends 07/01/18 Umbrella MOU)

(i) The line of duty death benefit shall be amended to provide benefits to minor children when applicable until age 18 (rather than age 16).

27:4 Any employee who previously served and was honorably discharged from the United States Military shall be eligible to purchase up to two (2) years of service in the Pension Plan if the plan allows it. The two years purchased shall be for retirement purposes only and shall not apply to the employee's seniority.

27:5 Upon death of a member as set forth in section 2-97.5(c) of the pension ordinance, pension benefits for surviving spouse will be equal to the amount of money that would be paid such member at the time of his/her death until the retired member would have reached age seventy-five (75). Thereafter, the widow/widower of such deceased member shall receive annually one-half the amount of money in accordance with Section 2-90 – 2-97.6.1 of the Code of Ordinances. All payments to such widow/widower set forth in this section shall cease upon her/his remarriage.

## **ARTICLE XXVIII**

### **LEGAL COUNSEL**

28:1 Whenever a civilian complaint is made against an employee or a group of employees of the Department, and no charges are brought against the employee(s) by the City, and said complaint results in court action, said employee(s) shall be entitled to be represented by the City's Legal Department or, at the City's option, another attorney of the City's choice whose fees shall be paid by the City.

## **ARTICLE XXIX**

### **PHYSICAL FITNESS**

29:1 The City and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.

29:2 There shall be no restrictions on the right of the City to impose physical or psychological testing requirements on new recruits.

29:3 Nothing herein shall diminish the rights of the City with respect to employees who are demonstrably unfit to perform the duties of their position.

29:4 Employees hired after July 1, 1985 shall be required to maintain the maximum acceptable weight standards as set forth in Section 29:13 which is the official weight chart for all new employees within the Bristol Police Bargaining Unit.

29:5 The chart specifies the maximum acceptable weight by height.

29:6 The maximum acceptable weight shall represent the maximum permissible weight for any employee within the Police Bargaining Unit hired after July 1, 1985.

29:7 Notwithstanding Section 29:6 above, any employee who believes his/her body structure is such that his/her normal weight exceeds that which is required by the height and weight chart in Section 29:13, (as established by a requested weigh-in prior to, and conducted in the same manner as, the July weigh-in) he/she may request to be examined by a health care provider as determined by the City, for percentage of body fat. Failure by the employee to make such request will result in the height and weight chart standard being used for that employee. To successfully pass the body fat exam, the employee must not exceed the percent body fat standards as set forth below:

Male employees	23%
Female employees	29%

29:8 Employees hired after July 1, 1985 shall be weighed once per year: during the month of July.

29:9 The scale to be utilized for measuring height and weight shall be located in the Police Department Training Complex.

29:10 All employees to be weighed shall be allowed to wear customary underwear, trousers and shirt. The Maximum Weight includes an additional four (4) pounds to compensate for the clothing referred to herein.

29:11 Height is to be measured without shoes.

29:12 All such weigh-ins may be conducted by the Chief or any designated subordinate and shall occur immediately prior to or immediately subsequent to a work shift. Weigh-ins shall be conducted so as to cause a minimum of inconvenience to the individual employee and to the operation of the Police Department. During weigh-ins one (1) Union Official shall be allowed to be present.

29:13 The following is the Bristol Police Department official Weight Chart:

<u>MALE</u> Maximum Acceptable			<u>FEMALE</u> Maximum Acceptable		
<u>Height</u>		<u>Weight</u>	<u>Height</u>		<u>Weight</u>
5 ft	0 in.	158	4 ft.	8 in.	140
“	1 “	162	“	9 “	143
“	2 “	166	“	10 “	145
“	3 “	170	“	11 “	147
“	4 “	174	5 ft	0 in.	151
“	5 “	178	“	1 “	155
“	6 “	183	“	2 “	158
“	7 “	189	“	3 “	162
“	8 “	193	“	4 “	165
“	9 “	197	“	5 “	169
“	10 “	203	“	6 “	174
“	11 “	207	“	7 “	177
6 ft.	0 in.	222	“	8 “	182
“	1 “	226	“	9 “	187
“	2 “	232	“	10 “	192
“	3 “	238	“	11 “	198
“	4 “	245	6 ft.	0 in.	204
“	5 “	251			
“	6 “	258			

29:14 All employees not exceeding the maximum acceptable weight as set forth in Section 29:13 or the body fat percentage standard as set forth in Section 29:7 shall receive yearly during the month of July:

10 years of service as of July 1st	\$100
15 years of service as of July 1st	\$150
20 r more years of service as of July 1st	\$200

## **ARTICLE XXX**

### **EDUCATION**

30:1        The City shall pay for the complete cost of tuition (which is understood to include other per credit fees) at state college rates for accredited courses in undergraduate degree programs as outlined in Section 30:1.1 for each employee participating in such courses, upon prior approval of the Chief of Police and upon satisfactory completion, at a grade C or better, of each such course and under the conditions as set forth in Section 30:3 below. For Master Degree courses, the City shall pay the complete cost of tuition (which is understood to include other per credit fees) at state college rates for graduate courses with prior approval by the Chief upon completion at a grade B or better and under the conditions as set forth in Section 30:3 below. Accredited programs must be in the field of Police Science & Administration or Public Administration or Business Administration.

30:1.1      Accredited programs in the following areas:

- a    Police Science
- b    Police Administration
- c    Criminal Justice
- d    Psychology
- e    Sociology
- f    Business Administration
- g    Municipal Government and Administration
- h    Public Administration
- i    Homeland Security
- j    Emergency Management
- k    General Studies w/concentration in a, b, c, I or j above
- l    Organizational Leadership

30:2 Employees in the Bargaining Unit shall receive additional compensation for education attainments in accordance with the following schedule. Such additional compensation shall not be processed until the required documentation for the degree is received by the Chief. The City will not process any retroactive compensation under this article.

30:2.1 For satisfactory completion in an approved Associate's Degree program at a grade of C or better and an attainment of an Associate's Degree at an accredited college or university in the subjects approved by the Chief of Police, shall receive an additional sixteen dollars (\$16) per week over the employee's earned wages.

30:2.2 For satisfactory completion in an approved Bachelor's Degree program at a grade C or better and an attainment of a Bachelor's Degree at an accredited college or university in the subjects approved by the Chief of Police, shall receive an additional twenty-three dollars (\$23) per week over the employee's earned wages.

30:2.3 For satisfactory completion in an approved Master's Degree program at a grade C or better and an attainment of a Master's Degree at an accredited college or university in the subjects approved by the Chief of Police, shall receive an additional twenty-six dollars (\$26) per week over the employee's earned wages.

30:2.4 It is understood that the City shall pay for courses towards one associate's degree, one bachelor's degree and one master's degree per employee. If an employee has already obtained a degree in a field of study as determined by this Article, the City is not obligated to pay for another degree.

30:3 Employees who receive tuition reimbursement from the City shall remain in employment with the City for each calendar year that the City provides the cost of tuition. Any

employee who terminates their employment shall reimburse the City for cost of tuition for each calendar year they have received such tuition.

## **ARTICLE XXXI**

### **COMMUNICATIONS DIVISION**

31:1 The Police Department for the City of Bristol shall have a division known as Communications, which will come under the direction of the designated Captain of Staff Services.

31:2 The Communications Division shall consist of one (1) Lieutenant who will maintain direct supervision of all personnel assigned as dispatchers. Indirect supervision of dispatch personnel will be the responsibility of the Shift Commander during his respective shift.

31:3 The City will have the responsibility for all training needed to maintain this division. Sworn police officers assigned to train non-police personnel for dispatch will be considered Field Training Officers and will be compensated as provided by Section 7:2 of this agreement. The Communications Lieutenant shall be compensated with 7.5% of his respective base pay only during any period of time while personally engaged in the initial training of a new employee during the CTO program.

31:4 The City reserves the right to assign on-duty qualified sworn officers to Communications for meal and coffee breaks, and partial shift relief of a duration less than 4 hours. The Department shall maintain a list of qualified sworn officers to fill these needs.

31:5 It is agreed by the parties that the Chief continues to reserve the right to make assignments to Communications under Section 6:5 of this agreement. Officers shall fall into regular overtime rotation within the Division.

**ARTICLE XXXII**

**YOUTH DIVISION**

32:1 The Police Department shall have a division known as the Youth Division, with three Patrol Officers assigned to it. Officers assigned to Youth are under the direction of the Commander of the Detective Division and the indirect supervision of the Shift Commander.

32:2 Officers assigned to Youth are volunteers of the Chief's choice. Each officer assigned to Youth shall be assigned to the Division for a time period of 36 months, the end of which the Chief shall review their assignment. Upon said review, the Chief may reassign said officer or may assign another officer to replace him. At any time, the Chief shall have the right to reassign any officer during the 36 month period for any reason so long as it is not arbitrary or capricious.

32:3 The Chief may temporarily assign Officers assigned to Youth to the Patrol Division to help alleviate shortage of manpower.

32:4 Officers assigned to the Youth Division shall be patrol officers with sufficient seniority to work day shift.

32:5 Officers assigned to the Youth Division shall maintain their own overtime within the Division as prescribed in Article X of this agreement.

**ARTICLE XXXIII**

**TRAFFIC DIVISION**

33:1 The Police Department shall have a division known as the Traffic Division comprising of one Traffic Lieutenant and two Patrol Officers.

33:2 The hours of work in the Traffic Division shall continue as mandated by Article 8 of this agreement. Any additional officers to be assigned to the Traffic Division may be assigned to either the first or second shift as determined by the Chief of Police based on the needs of the Department.

33:3 Patrol Officers assigned to positions within Traffic Division shall be assigned to the Division for a time period of 36 months, the end of which the Chief shall review their assignment. Upon said review, the Chief may reassign said officer or may assign another officer to replace him. At any time, the Chief shall have the right to reassign any officer during the 36 month period for any reason so long as it is not arbitrary or capricious.

33:4 The Chief may temporarily assign any “additional officers” assigned to the Traffic Division to Patrol Division to help alleviate shortage of manpower.

33:5 Officers assigned to the Traffic Division shall maintain their own overtime within the Division as prescribed in Article X of this agreement.

## **ARTICLE XXXIV**

### **IDENTIFICATION DIVISION**

34:1 The Police Department for the City of Bristol shall have a division known as Identification Division which will come under the direction of Criminal Investigation Division commander.

34:2 It shall consist of no less than two (2) Detectives.

34:3 The City will have the responsibility for all training needed to maintain this Division.

34:4 The officers assigned to the Identification Division shall maintain their own overtime within the Identification Division. Shift assignments will be based on Rank Seniority.

34:5 Management of the property room may be civilianized at the City's discretion.

**ARTICLE XXXV**

**PROMOTIONS PROCESS - GENERAL**

35:1 In conformance with this working agreement, for testing processes beginning after May 26, 2016, Section 46A(4) of the City Charter shall read as follows: The Director of Human Resources shall certify to the chief of police the names of all persons competing for a vacancy who have attained a grade of seventy percent or higher on both the written and oral examinations. The chief of police shall then make an independent evaluation of each candidate for the vacancy. The individual examination scores shall not be disclosed by the Human Resources Department until the chief of police makes his individual evaluations of each candidate. The Human Resources Department shall then prepare an eligibility list in order of the candidate(s)'s total score based upon the following factors and weights:

(a) Written Examination	40%
(b) Oral Examination	40%
(c) Seniority (see below*)	10%
(d) Police Chief's Evaluation	10%
Total Score	100%

\*Seniority points are calculated based on the length of service as a Bristol Police Officer, at a rate of .5 points per year. Effective for testing processes beginning on or after March 10, 2020, with respect to completed days of service within a partial year, the formula shall be (days of service past anniversary date divided by 730) rounded to two (2) decimal places (hundredths), to a maximum of ten (10) points.

In the event that two (2) candidates have an identical final score, seniority, as determined by the collective Bargaining Agreement, shall determine rank order on the eligibility list. The Board of Police Commissioners shall then appoint to the vacancy that person with the highest total score.

35:2 The first sentence of Section 46A(6) of the Charter shall be read as follows: When an examination has been given and more than one person attains a grade of seventy percent or higher on the written and oral examinations, such persons attaining the grade of seventy percent or higher shall be placed on an eligibility list in order of their total score.

35:3 For testing processes beginning on or after July 1, 2014, all candidates for promotion to the rank of Sergeant and above shall require an associate's degree. For testing processes beginning on or after July 1, 2016, all candidates for promotion to the rank of Lieutenant and above shall require a bachelor's degree. For testing processes beginning on or after March 10, 2020, an Honorable Discharge from the United States Military shall be equivalent to an associate's degree for purposes of meeting promotional requirements. If an employee is enrolled in a bachelor's degree program that does not offer an associate's degree, sixty (60) earned credits shall be equivalent to an associate's degree for purposes of meeting promotional requirements. Provision of appropriate documentation from the pertinent educational institution attesting to the eligibility of any candidate for the aforementioned educational degree(s) shall satisfy the requirements of this section.

## ARTICLE XXXVI

### PROMOTIONS FOR CRIMINAL INVESTIGATION DIVISION

#### (DETECTIVE AND IDENTIFICATION DIVISIONS)

36:1 All promotions to positions in the Police Department Criminal Investigation Division (Detective and Identification Divisions) shall be made as a direct result of examinations conducted under the supervision of the Director of Human Resources of the City of Bristol.

36:2 The Director of Human Resources shall provide and supervise the examination(s) and certify the results thereof to the Bristol Board of Police Commissioners and Chief of Police.

36:3 The examinations for the rank of Detective, Detective Sergeant, and Detective Lieutenant shall consist of both written and oral, provided no candidate for promotion shall be entitled to take the oral examination unless and until the candidate has attained a minimum grade of seventy percent (70%) on the written examination. The written examination shall be obtained from a recognized testing authority in the law enforcement field. The oral examination shall be conducted by non-Bristol residents in the law enforcement field. Each candidate must attain a minimum grade of seventy percent (70%) on the oral examination.

36:4 The Director of Human Resources shall provide the names of all candidates competing for a vacancy who have attained a grade of seventy percent (70%) or higher on both the written and oral examinations to the Police Chief for his evaluation. For testing processes beginning after June 16, 2008, the Human Resources Department shall prepare an eligibility list in rank order utilizing the same factors and weights as listed in Section 35:1 above.

The Board of Police Commissioners shall then appoint to the vacancy that candidate with the highest total score. In the event that two (2) candidates have an identical final score,

seniority, as determined by the Collective Bargaining Agreement, shall determine rank order on the eligibility list.

36:5 For the rank of Detective Lieutenant only, the Chief of Police shall have the authority to choose any one (1) of the three (3) highest scoring candidates to fill such vacant position. The Board of Police Commissioners shall then appoint to the vacancy the candidate of the Chief's choice.

36:6 Regular members of the Bristol Police Department with three (3) or more years seniority as of the date the examination is to be held, shall be deemed eligible to take the examination for the rank of Detective. In order to be eligible to take the examination for Detective Sergeant or Detective Lieutenant, members of the Bristol Police Department must hold the rank of Sergeant or Lieutenant respectively for a period of at least one (1) year as of the date the examination is to be held.

36:7 The eligibility list(s) for all positions in the Criminal Investigation Division shall continue in force for two (2) years from the date such eligibility list was established as certified by Director of Human Resources. New examinations shall be at more frequent intervals for Detective and Detective Sergeant if a vacancy occurs and the eligibility lists for those positions are exhausted. The Director of Human Resources shall have the authority to commence the examination process in order to create a new eligibility list on or before the date of the expiration of the current eligibility list. Testing for the rank of Detective Lieutenant shall only be conducted when a vacancy is anticipated. Once an eligibility list for Detective Lieutenant is certified, such list shall continue in force for two years or until exhausted.

36:8 At least two (2) weeks notice of each examination shall be given by posting on the Police Department Bulletin Board.

**ARTICLE XXXVII**

**DRUG TESTING**

37:1 All employees shall be subject to testing for substance abuse, the process for which is described in Appendix E of this Agreement. The City shall take all reasonable steps to protect the privacy of the employee. Employees shall be paid for time involved in the testing process. The City reserves its existing rights to recognize and address issues of alcohol misuse or abuse. If an employee engages in drug related activity, as described in Sections 3.01 - 3.04 of the Code of Conduct, which results in that employee being subject to reasonable suspicion testing, such process and, if called for, discipline shall be governed by Appendix E of this Agreement.

**ARTICLE XXXVIII**

**MATERNITY LEAVE**

38:1 In the event an employee becomes pregnant while employed in the Bristol Police Department, she shall be entitled to the following benefits and should proceed as follows:

38:1.1 Notify the Chief or his designee of such pregnancy.

38:1.2 If unable to perform her normal duties and her physician has certified that if she continues working she or her baby's health could be jeopardized, she can:

(a) Take earned sick time or vacation time;

(b) When sick time is used up, apply at the Human Resources Office of the City of Bristol for the thirteen (13) week disability insurance and leave (see Section 14:10). A doctor's certificate may be required;

(c) If no sick time has been earned, she may apply for the disability insurance, but payment will not begin until the eighth (8th) day of leave; or

(d) Take an unpaid leave of absence per Article XXIII.

38:1.3 The City and Union agree that if a state law is passed concerning this issue that changes this policy substantially, they will negotiate the impact on the employee.

## **ARTICLE XXXVIX**

### **DRESS AND GROOMING STANDARDS**

39:1 Officers shall be neat in appearance and well groomed while on duty. All articles of the uniform shall conform to the departmental uniform regulations. The uniform, or any part of issued equipment, will not be altered except by direction of the Chief of Police. The purpose of this rule does not apply to regular size alterations.

39:2 Wearing the Uniform: The uniform shall be kept clean and neat, well pressed and without need of repair at all times.

39:3 Manner of Dress: Normally, officers shall wear the uniform of the day. However, Commanding Officers may permit other clothing as required by the nature of the day and/or assignment that the officer may be assigned, provided that the assignment does not conflict with Section 26:5.

39:4 Appearance:

39:4.1 Male officers will conform to the following standards:

39:4.1.1 Hair shall be evenly trimmed while on duty. The bulk and length of the hair shall not interfere with the proper and normal wear of any department headgear.

39:4.1.2 Mustache: If worn, the pattern shall be neatly trimmed and tidy. The mustache shall not extend over the edge of the upper lip, nor extend below the corner of the mouth more than one-half inch.

39:4.1.3 Sideburns: If worn, the pattern shall be neatly trimmed and tidy. Sideburns shall not extend below the bottom of the ear and must not be more than one and one-quarter inch in width. The sideburns must be vertical in shape and shall not angle forward in “pork chop” fashion.

39:4.1.4 Beards: Employees hired prior to July 1, 1993 will be allowed to grow or maintain a beard as long as the beard is neat, clean, and presentable. Any bargaining unit member hired on or after July 1, 1993 who have a medical condition which precludes shaving shall be required to present a written statement signed by a medical doctor verifying such a condition.

(a) Employees hired after July 1, 1993 will be allowed to grow and maintain a beard within the following guidelines:

(b) Beards will be groomed and neatly trimmed at all times in order not to present a ragged appearance. Patchy and spotty clumps of facial hair are not considered acceptable and as such are not permitted.

(c) There shall be three (3), two (2) week periods during the year when the employee may start growing a beard. The periods shall start on February 1, June 1, and December 1. If a beard is shaved the employee must wait until the next grow period before they can begin to grow a new beard.

(d) Beards are subject to the following:

- i. Beards may not be longer than one (1) inch in length and will not be extended below the jaw line nor will they be extended down the front of the neck.
  - ii. Any area of facial hair that touches the face, the perimeter/outer border will have a neatly trimmed edge.
  - iii. Facial hair will not be dyed to any unnatural colors.
  - iv. Designs or shapes will not be allowed.
- (e) Beard designs that do not meet these standards or are otherwise

prohibited are, but not limited to, the following:

- i. The “Royale” or “Soul Patch”: a tuft of hair under the lower lip, without a completely enclosed goatee;
- ii. “Pencil” or “Chin-strap” beards;
- iii. Chin beard: a beard formed solely by a tuft of hair on the chin, lacking the accompanying mustache.

39:4.2 Exceptions: Officers in specialized assignments where conforming to these standards may be detrimental to their safety or assignment may be exempted by the Chief of Police.

39:4.3 Female officers shall conform to the following when in uniform:

39:4.3.1 Hair: Officers shall keep their hair clean, neat and styled to present an attractive appearance consistent with the type of duty performed. When in uniform, they shall arrange their hair so that it does not extend over one-half (1/2) of the collar.

39:4.3.2 Hair Ornaments: No decoration shall be worn in the hair while in uniform. Items used to hold the hair in place shall be concealed as much as possible and shall be the color and style that blend with the hair.

39:4.3.3 Makeup: Makeup shall be subdued and natural looking.

39:4.4 All officers will conform to the following standards:

39:4.4.1 Body Modifications: Body modification means, but is not limited to: tongue splitting or bifurcation, the complete or trans-dermal implantation of any object(s) (other than replacement), abnormal shaping of the ears, eyes, nose, abnormal filing of teeth, branding or scarification, and facial piercings including, but not limited to, tongue piercings, lip piercings, nose piercings, and brow piercings. Body modification shall not include those procedures medically necessitated by deformity or injury, or generally accepted cosmetic changes/augmentations performed by a licensed medical professional.

(a) Body modification to any area of the body that is visible while on-duty in any authorized uniform or attire is prohibited.

(b) The use of gold, platinum, or other dental veneers or caps for the purpose of ornamentation while on-duty is prohibited. Teeth, whether natural, capped, or veneer, shall not be ornamented with designs, jewels, initials, etc.

(c) Body piercing jewelry not concealed by any authorized uniform or approved attire while on-duty is prohibited with the exception of earrings worn in compliance with this Agreement and the Uniform and Appearance General Orders.

39:4.4.2 Tattoos: No sworn member of the department shall have any tattoo, scarification, or brand on his/her face, neck, and/or hands (fingers). Furthermore, any tattoo, scarification, or brand shall not be extremist, indecent, sexist, or racist.

(a) Extremist tattoos or brands are those affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities.

(b) Extremist philosophies, organizations, and activities are those which advocate racial, gender, or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, gender, ethnicity, religion, or national

origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution, Federal, or State law.

(c) Indecent tattoos or brands are those that are grossly offensive to modesty, decency, or propriety; that shock the moral sense because of their vulgar, filthy, or disgusting nature or tendency to incite lustful thought; or tend reasonably to corrupt morals or incite libidinous thoughts.

(d) Sexist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on gender, but that may not meet the same definition of “indecent.”

(e) Racist tattoos are those that advocate a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

## **ARTICLE XL**

### **DURATION**

40:1 In the event that any Article or Section of this Agreement is declared invalidated, all other Articles and Sections or portions thereof not so invalidated, shall remain in full force and effect.

40:2 This agreement is for a four (4) year contract effective July 1, 2023 through June 30, 2027.

40:3 Negotiations for a successor Agreement shall begin on or before March 1, 2027. If no successor Agreement is reached by such date, this Contract will hold over and remain in force until such new Agreement becomes effective.

ARTICLE XLI

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 12<sup>th</sup> day of September, 2023.

REPRESENTING

THE CITY OF BRISTOL

  
Jeffrey J. Caggiano, Mayor

  
Mark J. Penney, Human Resources Director

REPRESENTING

THE BRISTOL POLICE UNION

  
James Pelletier, President

  
Craig O'Connor, Vice President

  
Lang Mussen, Secretary

  
Katherine Verillo, Treasurer

  
Michael Duval, Executive Board

  
Peter Dauphinais, Executive Board

  
Nicholas DeFazio, Executive Board

As per vote of the City Council on June 13, 2023.

  
Erica Cabiya, Town and City Clerk

**APPENDIX A**

**SALARY SCHEDULE EFFECTIVE JULY 1, 2023**

Effective July 1, 2023, increase the salary schedule effective June 30, 2022 by 3.25%.

**POLICE OFFICER**

Step 2	\$73,220
Step 3	\$76,127
Step 4	\$79,165
Step 5	\$82,312
Step 6	\$85,598
Step 7	\$89,002

**SERGEANT** \$102,755

**LIEUTENANT** \$118,624

**CRIMINAL INVESTIGATION DIVISION**  
**(DETECTIVE AND IDENTIFICATION DIVISIONS)**

<b>DETECTIVE</b>	\$93,436
<b>DETECTIVE SERGEANT</b>	\$107,864
<b>DETECTIVE LIEUTENANT</b>	\$124,532

**ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$70,059	\$72,939	\$75,026

**ASSISTANT ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$70,059	\$72,939	\$75,026

**APPENDIX B**

**SALARY SCHEDULE EFFECTIVE JULY 1, 2024**

Effective July 1, 2024, increase the salary schedule effective June 30, 2023 by 3.30%

**POLICE OFFICER**

Step 2	\$75,636
Step 3	\$78,639
Step 4	\$81,777
Step 5	\$85,028
Step 6	\$88,423
Step 7	\$91,939

**SERGEANT** \$106,146

**LIEUTENANT** \$122,539

**CRIMINAL INVESTIGATION DIVISION**  
**(DETECTIVE AND IDENTIFICATION DIVISIONS)**

<b>DETECTIVE</b>	\$96,519
<b>DETECTIVE SERGEANT</b>	\$111,424
<b>DETECTIVE LIEUTENANT</b>	\$128,642

**ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$72,371	\$75,346	\$77,502

**ASSISTANT ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$72,371	\$75,346	\$77,502

**APPENDIX C**

**SALARY SCHEDULE EFFECTIVE JULY 1, 2025**

Effective July 1, 2025, increase the salary schedule effective June 30, 2024 by 4.20%.

**POLICE OFFICER**

Step 2	\$78,813
Step 3	\$81,942
Step 4	\$85,212
Step 5	\$88,599
Step 6	\$92,137
Step 7	\$95,800

**SERGEANT** \$110,604

**LIEUTENANT** \$127,686

**CRIMINAL INVESTIGATION DIVISION**  
**(DETECTIVE AND IDENTIFICATION DIVISIONS)**

<b>DETECTIVE</b>	\$100,573
<b>DETECTIVE SERGEANT</b>	\$116,104
<b>DETECTIVE LIEUTENANT</b>	\$134,045

**ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$75,411	\$78,511	\$80,757

**ASSISTANT ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$75,411	\$78,511	\$80,757

**APPENDIX D**

**SALARY SCHEDULE EFFECTIVE JULY 1, 2026**

Effective July 1, 2026, increase the salary schedule effective June 30, 2025 by 2.50%.

**POLICE OFFICER**

Step 2	\$80,783
Step 3	\$83,991
Step 4	\$87,342
Step 5	\$90,814
Step 6	\$94,440
Step 7	\$98,195

**SERGEANT**                      \$113,369

**LIEUTENANT**                    \$130,878

**CRIMINAL INVESTIGATION DIVISION**  
**(DETECTIVE AND IDENTIFICATION DIVISIONS)**

<b>DETECTIVE</b>	\$103,087
<b>DETECTIVE SERGEANT</b>	\$119,007
<b>DETECTIVE LIEUTENANT</b>	\$137,396

**ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$72,296	\$80,474	\$82,776

**ASSISTANT ANIMAL CONTROL OFFICER**

<b><u>STARTING RATE</u></b>	<b><u>AFTER FIRST YEAR</u></b>	<b><u>AFTER SECOND YEAR</u></b>
\$77,296	\$80,474	\$82,776

## APPENDIX E

### SUBSTANCE ABUSE TESTING PROCESS

#### **Section 1.** Basis for Testing.

- a) Testing shall be performed upon reasonable suspicion that an employee is using or is under the influence of illegal drugs or is reporting for duty under the influence of illegal drugs.
- b) All employees shall be subject to random drug and alcohol testing as defined herein.

**Section 2.** Reasonable Suspicion. An employee may be required to undergo testing based on “reasonable suspicion” when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs or is reporting for duty under the influence of illegal drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member’s drug related activities; an otherwise unexplained change in the member’s behavior or work performance; an observed impairment of the member’s ability to perform his or her duties. If the employee is ordered to submit to a drug test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A written record of the basis for reasonable suspicion testing shall be signed by the supervisor within twenty-four (24) hours and made available to the employee upon his/her request. However, the testing shall not be delayed to await the written record. A superior officer, when making a determination that he/she has reasonable suspicion that an employee has engaged in substance abuse, shall consult with and receive approval from his/her immediate supervisor prior to ordering the officer to undergo a test. Immediate notification must also be made to the

Chief of Police or his/her designee. When an employee is informed of the supervisory determination to undergo a test, such employee shall be entitled to Weingarten rights and Garrity advisements.

An employee tested under reasonable suspicion shall be placed on paid administrative leave pending the results of such test.

The City shall provide training for supervisory officers, but the lack of such training of a particular supervisor shall not prevent his/her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.

Under this section, the consequences of a positive test for use of an illegal drug shall be discharge.

**Section 3. Random Drug and Alcohol Testing.**

Random drug and alcohol tests will be unannounced and spread reasonably throughout the year with no more than twenty-five (25) employees tested annually. There will be no pattern to when random drug and alcohol tests will be conducted and all on duty employees have an equal chance of being selected for testing from the random pool each time random tests are conducted. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. The Chief and a member of the union executive board shall verify that all on duty employees are in the pool for random testing. The process of selecting employees for testing will be performed by the Chief in the presence of a union executive board member. Employee numbers shall be placed in a container and drawn by the Chief. The random selection of an employee will not result in that employee's name being removed from any future selection process. Any employee randomly selected for a drug and alcohol test will be ordered to report as soon as available during their current shift. When an employee is informed that they have been randomly selected to undergo a drug or alcohol test, such employee shall be entitled to Garrity advisements.

Under this section, the consequences of a positive drug or alcohol test shall be discharge.

**Section 4. Testing Procedures.**

All testing shall be administered during (or immediately following) an employee's regular work hours, and shall be by urine testing.

All aspects of urine analysis, drug testing, collection and chain of custody procedures shall be conducted in strict accordance with D.H.H.S. standards as outlined in 49 CFR Part 40. The designated laboratory must be certified by HHS under the National Laboratory Certification Program (NLCP).

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within seventy-two (72) hours of receiving notification of such result, request in writing to the Chief of Police that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second part of the sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second test performed at the employee's request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the City shall reimburse the employee for the cost of the second test.

The following cutoff levels shall be used in determining whether specimens are positive or negative in a random test:

Drugs	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine Metabolite	300	150

Drugs	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500

\*Nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

The following cutoff levels shall be used in determining whether specimens are positive or negative in a reasonable suspicion test:

Drugs	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine Metabolite	300	150
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Methaqualone	300	300
Propoxyphene	300	300
Anabolic Steroids	10	10

\*Nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

A BAC level of .04 or above shall be used in determining a positive or negative test for alcohol. Should a positive alcohol test be obtained, a confirmation test will be conducted after a fifteen (15) minute interval has passed to ensure that the sample was not tainted by recent use of food, tobacco, or other products.

The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling.

**Section 5. Interference With or Refusal to Submit to Testing.** Any alteration, switching, substituting or tampering with a sample or test, refusal by an employee to submit to a drug screening test pursuant to the provisions of this Appendix shall be grounds for dismissal.

**Section 6. Voluntary Admission.** The opportunity for rehabilitation may be granted once for any employee who is not involved in any drug related misconduct who voluntarily admits to drug abuse prior to being selected for either random or reasonable suspicion testing. An employee referred to the program under this section shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of the program shall subject the employee to discipline.

**Section 7. Rehabilitation.** Rehabilitation shall be offered through the City's Employee Assistance Program upon voluntary admission as described in Section 6. The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs as recommended by the program. The employee shall be responsible to pay for such screenings. However, the City will reimburse the employee for up to three screenings once all requirements of the rehabilitation program have been successfully completed. Failure to comply with the terms of the program shall subject the employee to discipline. If, after screening, the employee has tested positive, he will be immediately suspended and will be subject to discharge. An employee who participates in the EAP under this section shall be required to authorize release of information relating to participation, progress and completion of the program from the EAP to the Human Resources Director.