

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

The Stamford Police Association

and

The City of Stamford

**July 1, 2001 to June 30, 2005**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE CITY OF STAMFORD AND  
THE STAMFORD POLICE ASSOCIATION, INC.**

The CITY OF STAMFORD, hereinafter referred to as the "City" and the STAMFORD POLICE ASSOCIATION, INC., hereinafter referred to as the "Association," agree as follows:

**1. RECOGNITION**

The City recognizes the Association as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory personnel within the Stamford Police Department except that of Chief of Department and Deputy/Assistant Chiefs.

**2. CHECKOFF AND SECURITY**

A. The City shall weekly deduct Association dues, initiation fees and service fees from the earned wages of each employee in such amount as determined by the Association, provided that no such deduction shall be made from any employees' wages except when authorized by them on an appropriate form, a copy of which must be submitted to the City.

B. All employees who are members of the Association as of the execution date of this Agreement shall as a condition of continued employment, remain members of the Association in good standing or, if they choose to resign as members, pay a service fee to the Association which shall always be equal to the current rate of Association dues uniformly required of its members.

C. All employees hired after the execution date of this Agreement shall, as a condition of continued employment, become members of the Association in good standing or pay a service fee to the Association which shall always be equal to the current rate of dues and initiation fees uniformly required of its members, within thirty (30) days of his employment.

D. The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

**3. WAGES**

A. The annual wages of employees covered by this Agreement shall be as set forth in the attached APPENDIX I hereof as increased as provided in Article 27.

B. All wages shall be paid weekly at a rate arrived at by dividing the annual wage referred to in APPENDIX I by the number of pay days -- fifty-two (52) or fifty-three (53) -- there maybe in the respective annual periods during the term of this

Agreement. However, the hourly wages shall be calculated on a fifty-two (52) week basis.

C. All employees working a shift commencing after 2:59 p.m. on any day shall be compensated for all hours worked on such shift at a rate of ten percent (10%) in excess of their straight time hourly rates and for a shift commencing after 10:59 p.m. at fifteen percent (15%) in excess of such straight time hourly rates.

Any employee who is injured in the line of duty shall continue to receive his regular shift differential during his injury on duty leave.

D. Each employee who by reason of his job classification and duties is required to be on standby duty shall be compensated at the rate of Ten Dollars (\$10.00) for each day of such stand-by duty.

E. Each employee who works on a Sunday as part of his regularly assigned work schedule shall receive in addition to his regular compensation for such day, additional compensation at the rate of fifteen percent (15%) of his regular straight time hourly rate for all hours worked on such Sunday.

F. Each employee covered by this Agreement shall receive at the fifth (5<sup>th</sup>) anniversary of his employment an increase in his annual base salary of Five Hundred Dollars (\$500.00) per year; at the tenth (10<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of One Thousand Dollars (\$1,000.00) per year); at the fifteenth (15<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Fifteen Hundred Dollars (\$1,500.00) per year); at the twentieth (20<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Two Thousand Dollars (\$2,000.00) per year); at the twenty-fifth (25<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Twenty-Five Hundred Dollars (\$2,500.00) per year); at the thirtieth (30<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Three Thousand Dollars (\$3,000.00) per year); at the thirty-fifth (35<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Thirty-Five Hundred Dollars (\$3,500.00) per year); at the fortieth (40<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Four Thousand Dollars (\$4,000.00) per year); at the forty-fifth (45<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Forty-Five Hundred Dollars (\$4,500.00) per year); at the fiftieth (50<sup>th</sup>) anniversary of his employment an additional increase in his annual base salary of Five Hundred Dollars (\$500.00) per year (a total of Five Thousand Dollars (\$5,000.00) per year).

#### **4. HOURS AND WORK WEEK**

All present practices and procedures concerning scheduling days off and tours of duty shall remain in effect subject to the following provisions:

A. No member will work more than two hundred forty-three (243) tours per year. Members, who work steady day shifts, shall receive eighteen (18) day-off slips per year. Members who presently work a schedule of tours of less than two hundred forty-three (243) appearances, will maintain such schedule, and will not be entitled to any slips. Members who work a schedule of tours in excess of two hundred forty-three (243) appearances will receive slips equal to the difference between the number of appearances they are scheduled to work and two hundred forty-three (243). The basic work schedule shall be a two (2) tour system consisting of a 7:00 a.m. to 3:00 p.m. cycle followed by a 3:00 p.m. to 11:00 p.m. cycle, and then back to the 7:00 a.m. to 3:00 p.m. cycle, and so forth. There shall be a cycle of straight late tours consisting of tours of 11:00 p.m. to 7:00 am. Such system of late tours shall be on a voluntary basis with seniority being the determining factor. For this purpose, there shall be a system of bidding with shifts being posted at least thirty (30) days prior to their commencement. In the event that there are not sufficient volunteers to man such late tours, these tours shall be assigned on an inverse seniority basis, and each assignment will start with the lowest eligible officer in seniority. For the purpose of this section, seniority shall be considered as commencing after one and one-half (1 1/2) years of service, and probationary officers and probationary sergeants shall not, consequently, be assigned to this shift. If they terminate their probation while the cycle is in effect, they cannot be assigned until the end of that cycle. For the welfare of individual officers, a different schedule may be agreed to with the consent of both the Chief of Police and the President of the S.P.A. Also, members, if suffering a hardship, shall be entitled to be relieved of the steady late tours with the consent of the Chief of Police, which consent shall not be unreasonably withheld. The late tour shall be the six (6) month cycle, and no member shall be required to again work such late tour for the minimum period of one year from the end of such previous cycle. Members shall be entitled, on a rank by rank basis, to swap tours of duty regardless of time in grade. The rotating shifts shall be four (4) days on and seventy-two (72) hours off; four (4) days on and fifty-six (56) hours off OR five (5) days on and seventy-two (72) hours off; five (5) days on and eighty (80) hours off. The steady late tours shall be four (4) days on and sixty-four (64) off OR five (5) days on and sixty-four (64) hours off; five (5) days on and eighty-eight (88) hours off.

B. To the extent followed by present practice all hours in excess of each employee's normal work week shall be compensated for at one and one-half (1 1/2) times such employee's regular straight time hourly rate.

C. Any employee required to be in court in connection with a criminal proceeding (including the Circuit Court docket for so called motor vehicle violations) at a time when the employee would otherwise be off-duty shall receive an additional full day's pay at one and one-half (1 1/2 times his/her regular straight time hourly rate) regardless of the number of hours required to spend in court or the number of proceedings involved whether at the same or different locations. If a member is required

to spend over eight (8) hours in court, he shall be compensated at the regular overtime rate. Any amounts received by the employee from the State of Connecticut shall be deducted from the above payment.

D. Each employee shall be given a minimum of four (4) hours' work at one and one-half (1½) times his regular straight time hourly rate if called back to work after completion of his regular tour of duty.

E. Any employee required to work on a day other than that regularly scheduled for him shall be compensated for such day at one and one-half (1 ½) times his regular straight time hourly rate unless he shall have received five (5) days' prior notice of such change of schedule.

F. Overtime work shall be offered to all employees covered by this Agreement on an equitable and volunteer basis before engaging special policemen, except under such circumstances as make it impractical to offer the work to a member of the bargaining unit. All such work will be offered on a rank for rank basis unless no employee in the appropriate rank is available, in which case the work will be offered to the next higher rank if offered to all.

G. No overtime shall be worked except with specific authorization of the employee's superior officer or in the event of emergency.

H. All compensation for overtime shall be paid monthly, and all checks for overtime, standby time, court time, minimum manpower, holiday pay, shift differentials and the like shall be itemized as to the dates and reasons for such payments on an itemized statement thereof and shall accompany each such check.

I. Each employee required to work seven (7) consecutive days in any week shall be compensated at twice his regular straight time hourly rate for all hours worked on such seventh day.

J. Anyone qualified as an interpreter shall be compensated with an extra hour's pay while serving as an interpreter at the direction of a superior officer. This shall mean that if the member is off duty, he shall receive a minimum of four (4) hours' pay at the double time rate, and, if the member is on duty, he shall receive an additional one (1) hour's pay for each hour so worked. If an off-duty member must be called, members shall be provided an opportunity to interpret on a rotating basis.

K. Officers shall be called back to work for the City's Special Events (e.g. parades, fireworks, marathon, etc.) on an inverse seniority basis after available volunteers are first offered such assignment.

L. All off-duty, extra duty employment, shall be offered to employees covered by this Agreement before engaging special policemen, flagmen or volunteers.

Extra duty employment includes the following areas but is not limited to: All traffic control required by street opening permits, all sporting events and public gatherings, all security at public and Board of Education buildings and grounds, and all other security and traffic control functions as they become available.

The Memorandum of Understanding settling MPP-17,100, attached hereto as Appendix IV is hereby incorporated and made part of this Agreement.

1. Without effecting past work and/or payments, effective upon the execution of this Agreement, extra duty assignments shall be paid at the rate of one and one-half (1½) times top step patrolman pay rate with a minimum of four (4) hours.
  2. Any assignment requiring three (3) or more officers will have a supervisor who shall be paid at the rate of fifteen percent (15%) above the extra duty rate.
  3. Without effecting past work and/or payments, effective upon the execution of this Agreement, extra duty assignments scheduled during the following Holiday hours shall receive double the regular extra duty rate:
    - a. Thanksgiving Day - All Day.
    - b. Christmas - from 6:00 p.m. Christmas Eve through 11:59 p.m. Christmas Day.
    - c. New Years - from 6:00 p.m. New Years Eve through 11:59 p.m. New Years Day.
  4. Effective upon execution of this Agreement, for any job where a street opening permit is issued by the City of Stamford and requires manual traffic control, the Bureau of Auxiliary Services of the Stamford Police Department should be notified a minimum of forty eight (48) hours prior to the start of such extra duty assignment. If so notified, the Bureau of Auxiliary Services shall have until 9:00am on the day prior to the scheduled start of such assignment to fill the assignment from the rank of employees covered by this Agreement. In the event that no member of the Association is available, or accepts the assignment, the contractor shall be so notified and the City may authorize the contractor to fill the job in accordance with applicable legal authority. If the Bureau of Auxiliary Services is not notified by the contractor 48 hrs. prior to the start of such extra duty assignment, the Bureau of Auxiliary Services shall fully exhaust the pool of available members of the Association before permitting others to be hired for the assignment.
- M. Captains may be assigned to a tour of duty which begins and ends no more than two hours before or after the regular 7:00 a.m. - 3:00 p.m. or 3:00 p.m. - 11:00 p.m. tours of duty.

N. The Chief of Police, in his sole discretion, may assign patrol Lieutenants to a specific geographic area and detective lieutenants to a specialized command (such as, but not limited to, Crimes Against Persons, or Crimes Against Property). Lieutenants assigned to Patrol or Criminal Investigations may be assigned, by the Chief, to work a flexible eight (8) hour daily schedule. Such flex schedule will be set by each Lieutenant, with the final approval of the Chief of Police, or his designee. The current late tour Lieutenant schedule shall remain in effect. The following shall apply:

1. From 7:00 a.m. through 11:00 p.m. there shall always be a minimum of one Lieutenant or Captain on duty supervising the Patrol/Criminal Investigations Division. A Lieutenant or Captain, assigned outside of the patrol or Criminal investigations division, shall not be used to fill the staffing requirement during their regularly assigned tour of duty.
2. A minimum of one (1) Lieutenant working the late tour.
3. Lieutenants will receive the applicable shift differential payment for all hours actually worked during any shift differential period, as outlined in Section 3C and 3E of this agreement.

O. Community Resource Officers

All language in this section will be in effect only for the term of the "Safe Neighborhoods Grant", expiring on June 30, 2000.

1. Assignment to Community Resource Officers (CRO) shall be made as follows:
  - a. Volunteers will be solicited through normal E.E.O. selection process.
2. All CRO'S shall not count towards minimum manpower requirements.
3. Officers assigned as Community Resource Officers will receive the applicable shift differential payment for all hours actually worked during any shift differential period as outlined in Section 3C and 3E of this Agreement.

P. Overlapping Shifts

1. At the discretion of the Chief of Police, patrol schedules may be set as follows, with each squad divided between the two (2) starting times:

1 <sup>st</sup> Tour	7:00 a.m. to 3:00 p.m.
2 <sup>nd</sup> Tour	8:00 a.m. to 4:00 p.m.

1 <sup>st</sup> Tour	3:00 p.m. to 11:00 p.m.
2 <sup>nd</sup> Tour	4:00 p.m. to 12:00 a.m.

1 <sup>st</sup> Tour	11:00 p.m. to 7:00 a.m.
2 <sup>nd</sup> Tour	12:00 a.m. to 8:00 a.m.

2. Minimum Manpower shall be maintained at all times during the overlap of shifts.

3. Slots for the shift start times will be posted for bid, by seniority by squad, at the same time as the bid for the late tour.

Q. 4<sup>th</sup> SQUAD

1. At the discretion of the Chief of Police, the City may implement a 4<sup>th</sup> Squad.

2. Officers working the 4<sup>th</sup> Squad shall receive shift differential of 13%.

3. Assignment to the 4<sup>th</sup> Squad shall be by bid system, same as the late tour, and shall follow the existing 5/2, 5/3 patrol shift rotation.

4. The Chief of Police, prior to the bidding for each bid cycle shall post the specific working hours for the 4<sup>th</sup> Squad for that specific bid cycle. The specific posted hours shall remain in effect for the entire bid cycle.

5. Officers assigned to the 4<sup>th</sup> Squad shall count towards minimum manpower pursuant to Article 20.

R. Specialty Squads

The City of Stamford and the Chief of Police can create specialty squads (e.g. Tactical, SWAT, Diving Team, Bike Patrol, etc.) at any time during the duration of this Agreement subject to an agreement by the City and the Association concerning working conditions unique to each specialty squad created.

**5. HOLIDAYS**

A. For purposes of this paragraph, the following days shall be considered holidays.

1. New Year's Day	1 January
2. Martin Luther King's Birthday	15 January
3. Lincoln's Birthday	12 February
4. Washington's Birthday	22 February

5. Good Friday	Friday before Easter
6. Memorial Day	Last Monday in May
7. Independence Day	4 July
8. Labor Day	First Monday in September
9. Columbus Day	12 October
10. Veteran's Day	11 November
11. Thanksgiving Day	Fourth Thursday in November
12. Day after Thanksgiving	Self-explanatory
13. Half-Day, Christmas Eve	24 December
14. Christmas Day	25 December

B. In the event that the Mayor of the City proclaims an additional holiday (other than because of weather conditions) for all city employees except for those employees in the essential services (Police, Fire, Nurses), each employee covered hereunder shall receive a compensatory day off in lieu of such additional holiday.

C. The method of compensation for work performed on such holiday shall remain in effect except that any employee required to work on such a holiday shall receive, in addition to the compensatory time off or his regular pay for any such holiday or half holiday, additional compensation equal to his regular pay for any such full holiday and one-half his regular pay for any such half holiday.

D. Any employee wishing additional compensation instead of compensatory time off for holidays shall be entitled to eight (8) hours of pay at his regular hourly rate in lieu of any full compensatory day off and four (4) hours of pay at his regular hourly rate in lieu of any compensatory half day off. Additional compensation in lieu of compensatory time off will be paid only when such compensatory time off is earned during the term of the Collective Bargaining Agreement then in effect.

E. Holiday slips issued pursuant to this section shall be valid from the "named date of the slip" until one year thereafter. (e.g., a slip for Columbus Day, 1981, would be valid until Columbus Day, 1982); however, the life span of said slips shall be extended for one (1) additional year with the permission of the Chief of Police or his designate. Said holiday slips are negotiable for payment on demand within their prescribed life span.

F. Each employee will be granted two (2) personal days per contract year which day may not be used to extend a vacation or holiday leave. The personal leave days may not be accumulated from year to year. Employees who take a personal leave day will be counted in the allowed number off in Section 20.

## 6. VACATION

A. All present vacation policies shall remain in effect and employees shall receive vacation in accordance with the following schedule:

Less than four (4) years	Ten (10) working days
At least four (4) years but less than six (6) years	Sixteen (16) working days
At least six (6) years but less than ten (10) years	Seventeen (17) working days
At least ten (10) years but less than fourteen (14) years	Eighteen (18) working days
At least fourteen (14) years but less than seventeen (17) years	Nineteen (19) working days
At least seventeen (17) years but less than twenty (20) years	Twenty (20) working days
After twenty (20) years	Twenty-Five (25) working days

B. All vacation days must be utilized within the twelve (12) month period running from July 1 to the following June 30. However, when an employee is prevented from taking his vacation due to circumstances beyond his control during the “vacation year period”, his vacation shall carry over into the next “vacation year period”, but he may not combine two (2) years’ vacation without the approval of the Chief of Police or his designate.

C. All vacation, day off or holiday slips properly accumulated prior to December 2, 1978 shall not be affected by any of the provisions of this Agreement and shall have a full life value until used.

D. Vacation pay shall be based on regular weekly salary.

E. Vacations shall be selected on a seniority basis, rank for rank; i.e., patrolmen pick with patrolmen, sergeants pick with sergeants, etc.

## 7. **SICK LEAVE**

A. Each employee shall be eligible to earn paid sick days for absence due to non-work-related illness or injury at the rate of 1.25 days for each full month of service up to fifteen (15) days per year.

B. Each employee shall be entitled to carry over unused sick days in any calendar year up to a maximum of 200 sick days. Accumulated sick days may be used to receive pay for absences due to non-work-related illness or injury in any year in which an employee has used his or her sick days for that year.

C. Sick pay for absences due to non work-related illness or injury will be at the employee's regular rate of pay at the time the leave is taken.

D. Sick days will not be deducted for absences due to work related injuries or illnesses, provided the employee files a workers' compensation claim and said claim is not contested. In the event the workers' compensation claim is contested, the employee's sick bank will be charged for the absences during the pendency of the claim. If the employee is awarded workers' compensation benefits, all charged sick days will be restored to the employee's sick leave bank, and the absence will be treated as injured on duty leave.

E. Upon death or retirement, including early or disability retirement, of a member of the Stamford Police Department, the employee or his/her estate shall receive payments for 50% of his or her accumulated sick days at his or her then current regular rate of pay, or in lieu of a pay-out the officer may elect to trade-in his/her accumulated sick leave for pension credit under Section 9N below.

F. If an employee is absent for non-work related illness or injury on a day immediately preceding or following his or her vacation day, holiday, or regularly scheduled day off, the Police Department shall have the right to require verification of the employee's illness before paying the employee for a sick day.

G. If any employee is absent for non-work related illness or injury for 3 or 4 consecutive days, the Police Department shall have the right to require the employee to provide a physician's diagnosis and a verification that the employee was unable to work before paying the employee for any sick days.

H. If any employee is absent for non-work related illness or injury for five (5) or more consecutive days, the employee is required to provide a physician's diagnosis and a verification that the employee was unable to work before the employee will be paid for any sick days.

I. If an employee is absent for non-work related illness or injury either for 30 consecutive days or for 30 days in a six month period, the employee will be required to take a physical examination to demonstrate his or her fitness for return to duty and to verify that the employee was unable to work before the employee will be paid for any sick days.

J. When an employee exhausts his or her sick bank, he or she may apply to the Police Department for an unpaid medical leave of absence. The Police Chief shall have the discretion to grant an unpaid medical leave of absence for either 30 or 60 days. If the employee will not be able to return to work at the end of such unpaid medical leave, the employee may apply for an extension of the unpaid medical leave of absence prior to its expiration. The Police Chief and the Police Commission may, at their discretion, grant an extension to provide the employee with no more than a total of 1 year of unpaid medical leave of absence. No employee shall be granted unpaid medical leave

of absence without providing a physician's diagnosis and prognosis for the employee to recover and return to full active duty within the leave period.

K. Family and medical leave requests under this section shall be counted towards an employee's federal Family and Medical Leave. Paid leave shall be counted towards leave under the FMLA. The City is not responsible for providing health insurance benefits to employees on leave beyond that required by law. Employees requesting leave under FMLA must use all accrued paid leave time prior to receiving leave without pay, except an employee may preserve up to a total of two (2) weeks accrued leave time (vacation and/or sick) for use after returning from leave under the FMLA.

L. An employee who is unable to perform his or her duties and who has exhausted his or her sick bank, and who is not on an unpaid medical leave of absence, shall be separated from service.

M. An employee who is separated from service under the provisions of this Article may apply for retirement benefits in accordance with the provisions of the Police Pension Plan.

N. The Police Department may from time to time issue departmental policies and procedures governing absenteeism which are not inconsistent with this Agreement. Such policies and procedures shall be reviewed with the Union at least 30 days prior to their implementation by the Police Department.

O. At the request of the Police Department or the Police Commission, and upon reasonable notice, any employee shall be required to appear before the Police Commission for review of the employee's sickness and absenteeism record.

P. The Chief of Police may discipline an employee, up to and including discharge, for just cause for a failure to comply with the provisions of this Article or for otherwise abusing sick pay for absences. An employee who is so disciplined may file a grievance in accordance with this Agreement.

Q. An employee who has worked overtime or extra duty and who books off sick for his next regularly scheduled shift may be required to submit a physician's diagnosis and verification that the employee was unable to work before the employee will be paid for such sick day. An employee shall not volunteer for overtime or extra duty unless he or she has worked his or her complete last regularly scheduled shift.

R. An employee who has filed a workers' compensation claim shall be placed on injured on-duty leave with pay for the period of his or her absence, subject to the provisions of paragraph D above. By placing an employee on injured on-duty leave the City does not waive any rights it may have under the Connecticut Workers' Compensation Act.

S. An employee who is awarded workers' compensation benefits shall receive, in addition, the difference between the statutory benefits and his or her regular net pay, including shift differential, for the period of his or her authorized absence.

T. The City may assign an employee who is on injured on-duty leave to light or limited duty consistent with the provisions of this contract and applicable State law.

U. EMERGENCY SICK LEAVE BANK

Commencing upon the execution date of this Agreement, an emergency sick leave bank known as the Stamford Police Association Emergency Sick Leave Bank (SLB) is created and shall be administered by the City of Stamford in accordance with the provisions hereunder to provide emergency sick leave as hereinafter stated.

Employees may transfer any earned paid sick leave days to the SLB. To be eligible for the SLB, one of the following must occur: a) an existing employee must donate a minimum of one (1) day within one (1) month of the implementation of the SLB; b) any employee must have contributed a day during August of a succeeding year; or c) in the case of new employees, they must have contributed one (1) day within three (3) months of the date of hire. The Stamford Police Association shall forward a list to the Director of Human Resources indicating the names of those employees and the number of days contributed no later than September 1 of each year.

The City will deduct the donated sick leave from each donating officer's individual sick leave bank.

Any employee who has previously contributed will not be required to contribute any additional days to the SLB to maintain eligibility until such time as the balance in the SLB falls below 120 total days. At such time each participating employee shall contribute a minimum of one (1) additional day to remain eligible for the benefit. However, any eligible employee may contribute additional days as he/she desires.

The transfer of paid sick leave, from the SLB to an eligible individual, is to be used to provide additional paid sick leave for extreme hardship cases due to non-job related illness and/or injury and is not intended for casual sick use. Any sick time transferred under this section is not subject to the conditions of Section 7L of this Agreement.

An eligible employee shall request paid sick leave from the SLB by submitting his/her request to the Association.

The Association, on behalf of said member will submit the request directly to the Medical Review Officer (MRO), who is appointed as provided hereinafter, with a copy of such request to the Director of Human Resources.

1. Any eligible employee who satisfies the following criteria shall be entitled to receive the transfer of paid sick leave from the SLB:

a. Said employee must first fully exhaust his accumulated sick leave bank, and then exhaust any and all other accrued leave time;

b. Said employee has been on leave for a non-job related illness or injury for a minimum of thirty (30) consecutive calendar days. If a member has less than thirty (30) days accumulated leave time, then he/she must wait thirty (30) consecutive calendar days before he/she is eligible to receive transferred sick leave time from the SLB;

c. Said employee has submitted medical documentation from his treating physician to the MRO. The MRO shall be a licensed physician, appointed by agreement of both parties, for the duration of the Collective Bargaining Agreement, subject to reappointment by agreement of both parties. The medical documentation submitted shall detail the seriousness and nature of the illness or injury involved. The MRO shall confirm the seriousness and nature of the illness or injury involved utilizing said medical documentation;

d. If the MRO is unable to confirm the seriousness and nature of the illness or injury from the medical documentation as provided above, said MRO may conduct or send the employee to have an Independent Medical Examination (IME). The IME shall be performed by a licensed physician, with expertise in the field of the illness or injury presented, to confirm the treating physician's report. The decision of the MRO, or the IME, shall be binding and final and not subject to the grievance procedure outlined in this Agreement.

e. Nothing contained herein shall preclude a resubmission to the MRO based upon additional medical documentation.

f. Individuals are subject to continuing review by the MRO, to confirm the seriousness of the illness or injury. The MRO shall have the discretion to discontinue leave benefits under this provision if he/she determines that the individual is capable of returning to work.

2. In the event that the parties cannot agree upon the selection of said MRO, the City and the Association shall submit the matter to binding arbitration before M. Jackson Webber, Esq., under the rules of the American Arbitration Association (AAA), or another mutually agreed upon arbitrator as an alternate.

3. The costs of the MRO, the IME (if needed) and Arbitrator shall be borne equally by the City and the Association.

4. The transfer of paid sick leave to the SLB shall be in days, regardless of rank. Furthermore, the distribution of leave time from the SLB shall be in days, regardless of rank.

5. The maximum number of sick leave days an individual can receive, per fiscal year, from the SLB is sixty (60) days. The lifetime maximum number of sick leave days an individual can receive from the SLB is one-hundred twenty (120) days.

6. The Chief of Police, in his sole discretion, may authorize the use of additional sick leave days from the SLB to any member who has exhausted the maximum days set forth in paragraph (5) above. The Chief shall notify the Director of Human Resources of his decision to authorize or not authorize sick leave above the caps set forth in this section 5 above. The decision of the Chief of Police shall be final and not subject to the grievance procedure contained in this Agreement.

## **8. INSURANCE**

The present insurance plans and health benefits outlined in the contract expiring June 30, 1997 shall remain in effect subject to the following:

### **A. Coverage**

1. Health. Effective the later of September 1, 1998 or the first of the month following the date of the issuance of the finalization of the Summary Plan Description (SPD), the City agrees to provide medical benefits to each individual employed under the terms of this Collective Bargaining Agreement, along with their enrolled eligible dependents, in a Point-of-Service (P.O.S.) plan. The P.O.S. benefits provisions are set forth in Appendix III attached to this Agreement. Furthermore the SPD dated , currently on file with the Director of Human Resources and the President of the Stamford Police Association will govern the administration of the benefits in Appendix III. In the event that the City exercises its rights to select or change insurance carriers or managed care vendors as outlined in Section 8F of this Agreement, said new insurance carrier or managed care vendor shall provide a SPD in lieu of the existing SPD if revised.

2. Dental. The City will provide a PPO dental plan as follows:

#### Co-insurance

Class A Expense	100%
Class B Expense	80%
Class C Expense	75%
Orthodontics	50%

#### Deductibles

Class A	None
Class B & C	\$50/\$100
Orthodontics	None

### Maximums

Annual Max \$1,500 per covered employee/dependent  
Orthodontics \$2,000 lifetime/ per covered employee/dependent

3. Vision. The City shall provide and pay for a vision plan which shall yearly provide the following benefits for the employee and his enrolled dependents:

\$ 50.00	for eye exams
\$100.00	for eyeglass frames
\$ 45.00	for single lenses
\$ 75.00	for bifocal lenses
\$110.00	for trifocal lenses
\$225.00	for contact lenses [when medically prescribed]

4. Life Insurance The present contribution made by employees toward premiums under the existing Group Life Insurance plan shall continue and the employees may elect life insurance coverage up to the lowest thousand level of the employee's yearly salary. (e.g., If employee earns \$16,150.00 he/she is entitled to life insurance up to face value of \$16,000.00).

a. The City shall provide and pay for a life insurance policy in the face amount of Four Thousand Dollars (\$4,000.00) for each retired employee.

### B. Retiree Benefits

1. Pre Age sixty-five (65): The City will make available to employees, including eligible dependents, who retire with a pension from the City of Stamford Police Pension Fund, the medical benefits plan made available to active employees from time to time, providing for hospital and medical benefits, but not including dental or vision benefits.

2. Post Age sixty-five (65): The City will provide to said retirees and their eligible dependents, supplementary coverage to Medicare, not including dental or vision benefits, as outlined in the Summary Plan Description.

All retirees, current and prospective, shall be entitled to avail themselves of additional hospital, and medical benefits without effecting their right to continue participating in the hospital and medical coverage offered to retirees of the Stamford Police Department of the City of Stamford so long as they continue to pay the required premium/cost for such coverage by the City of Stamford. If such retiree avails himself/herself of such other medical coverage, the coverage provided by the City of

Stamford shall be deemed secondary and the subsequent coverage shall be deemed as primary coverage. If said subsequent coverage offers a retirement medical package and said retiree is eligible for same, then said retiree must elect the subsequent retirement package as primary and the coverage offered by the City of Stamford as secondary. If the retiree is not eligible for or such subsequent retirement benefits are not available to said retiree, then the coverage of the City of Stamford shall be deemed primary coverage for said retiree and his enrolled dependents so long as he has maintained said coverage by paying the required premiums. If said retiree has not continued to participate in the City of Stamford retirement medical benefits package by paying the necessary costs and does not have any other hospital and medical benefits available to him, then he shall be entitled to rejoin the City of Stamford retirement medical benefits plan by recommencing payment of the necessary premiums for said coverage.

C. Retiree Costs

1. Retire Before Age fifty-five (55):

a. Cost to age 65: To receive medical coverage, the retiree must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such medical benefits plan.

b. Cost Post 65: The retiree must pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section 8(B)(2) above.

2. Retire at or after age Fifty Five (55): The City shall pay one hundred percent (100%) of the cost for such medical benefits plan made available to retirees under this Agreement and one hundred percent (100%) of the cost for such supplementary coverage made available to retirees under this Agreement.

3. Each employee, who hereafter retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage they pay for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Police Pension Fund. The City may, at its option, provide Medicare Risk contract(s) to retirees voluntarily, as an alternative to the supplemental coverage.

D. Waiver of Coverage. An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has

waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum payment, the employee may elect to reimburse the City by payroll deduction over a six (6) month period.

E. Employee Contributions: Effective July 1, 1999 the medical and prescription drug benefit program provided by the City herein shall include a cost sharing by covered employees as follows:

Single coverage	\$3.00 per week
Single & 1 dependent	\$6.00 per week
Family	\$7.50 per week

These contributions shall be made pursuant to Internal Revenue Service Code Sec. 125 on a pre-tax payroll deduction basis. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical and prescription drug benefits.

Effective July 1, 2003, the employee cost sharing portion of the medical and prescription drug benefit program provided by the City shall be increased as follows:

Single coverage	\$ 4.00 per week
Single & 1 dependent	\$ 8.00 per week
Family	\$10.00 per week

F. Administration of Benefits. The City will provide the medical, dental, vision and/or prescription drug benefits as set for in this Agreement through a properly licensed insurance company in the State of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered be less than the

benefits and coverage's as set forth in APPENDIX III. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverage's or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

G. Flexible Spending Accounts: The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account as allowed by IRS Code, and pre-tax employee health insurance premiums to the extent allowed by law. Should any excess deduction by the employees from their payroll remain at the end of a calendar year, such remainder shall first be used to offset any losses or administrative costs of the plan, and any further remainder shall be donated to the Special Olympics.

## **9. PENSIONS**

A. A present pension plan as provided for in the Charter of the City of Stamford (including provisions with respect to Veterans Reserve), the previous Collective Bargaining Agreements and a certain agreement between the parties hereto dated June 16, 1971, shall remain in effect except as provided for below.

B. Effective July 1, 1998, in addition to the existing method of calculating base salary for pension benefits, the equivalent value of fourteen (14) paid holidays, whether taken as paid leave or "cashed in", shall be added to the employee's base salary for pension calculation purposes only. Employee pension contributions shall be deducted from the value of said days. For the purposes of this section only, it shall be deemed that each employee has fourteen (14) holiday slips annually notwithstanding language to the contrary in this Agreement.

C. Effective July 1, 1998, and provided the requirements under Section 414(h) are met, the City will "pick up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

D. Effective July 1, 2001 and continuing thereafter, the City's minimum contribution will be the amount actuarially necessary to fund the plan. The amount actuarially necessary shall be determined by the plan's actuary (as selected through the City's purchasing process) in accordance with standard and accepted actuarial practices.

E. Pensions will be granted in accordance with the following schedule:

<u>NUMBER OF YEARS</u>	<u>PERCENTAGE</u>
20	50%
21	53%
22	56%
23	59%
24	62%
25	65%
26	67.33%
27	69.66%
28	71.99%
29	74.32%
30	76.65%

F. Members shall not be required to make any pension contributions after thirty (30) years of service. For the purposes of this section, military service previously purchased by a member shall be considered years of service so as to eliminate the requirement of pension contributions. For example, a member who has twenty-eight (28) years of service and had previously purchased two (2) years of military service shall be deemed to have thirty (30) years of service so as to eliminate the requirement of pension contributions.

G. No police officer who is less than 65 years of age shall be retired involuntarily by the Pension Board if he is physically able to perform the duties of any available job currently being performed by officers of his rank in the Police Department, provided, however, that there is an opening for such a job to which he can be assigned without violating the terms of this contract or the Rules and Regulations of the Personnel Commission and he is qualified to perform the necessary duties of that job. Each member of the Department shall submit to such physical examination as may be required by the Department.

H. In the event that an employee is entitled to vacation pay, or earned holiday slips, at the time of his death his heirs or successors shall receive pay for said vacation or holiday slips on the same basis as that to which the employee was entitled at the time of his death.

I. After ten (10) years of service with the Stamford Police Department an employee will vest in the Police Pension Fund. That employee may elect to receive a vested pension calculated at the rate of two and one-half percent (2-1/2%) of his annual salary payable monthly to the employee or his beneficiary beginning when he would have reached his twentieth anniversary. That employee may elect to receive a vested pension calculated at the rate of two and one-half percent (2-1/2%) per year of his annual salary payable monthly to the employee or his beneficiary beginning when he would have reached his twentieth (20<sup>th</sup>) anniversary and age 48. An employee receiving a vested

pension will not be eligible to receive hospital, medical, surgical, major medical, dental or vision coverage nor will he receive life insurance coverage.

J. Effective July 1, 1989 the surviving spouse of a retired officer who thereafter dies will receive one hundred percent (100%) of the pension which the retired officer was receiving at the time of his death.

K. Active police officers of the Stamford Police Department who suffer a work related illness or injury at any time during their employment as a police officer shall be eligible for the following Disability Pension benefits, in addition to those currently existing pursuant to the Charter of the City of Stamford and Declaration of Trust.

1. Such members shall be entitled to a Disability Pension equal to one hundred percent (100%) of his/her base pay at the time of the Application if at least two out of three independent medical physicians selected by the Pension Board concur that said member has a permanent/partial disability of fifty percent (50%) or a combined permanent/partial disability of fifty percent (50%) or more of any part of his/her body, including mental disability, and the majority of the Pension Board concurs that said member is unable to be gainfully employed as a result of said disability. The Pension Board shall select the independent medical examiners from Board Certified Physicians who are specialists in the field which involves the particular physical or mental disability claimed by such member.

2. Such members shall be entitled to a Disability Pension equal to seventy-five percent (75%) of his/her base pay at the time of the Application if at least two out of three independent medical physicians selected by the Pension Board in accordance with the provisions of Paragraph 9K(1) above, concur that same member has a permanent/partial disability of thirty percent (30%) or a combined permanent/partial disability of thirty percent (30%) or more of any part of his/her body, including mental disability, and also at least two out of three of said independent medical physicians concur that said member is unable to meet the physical or mental requirements of an entry level patrolman for the Stamford Police Department.

L. Effective July 1, 1997, for any employee who thereafter retires on a 100% disability pension, the City shall pay one hundred percent (100%) of the cost for the retiree medical insurance package as contained in this Agreement.

M. The City of Stamford Police Pension Plan shall be revised to include future retiree pension adjustments as set forth in APPENDIX II.

N. Effective July 1, 2001, upon death or retirement, including early or disability, an employee may elect one of the following options:

1. An employee may trade in fifty percent (50%) of his/her accrued sick leave days, for additional pension credit. The calculation will be based on twenty (20) sick leave days equating to an additional one and one-half percent (1.5%) added to his/her pension, up to a maximum of seven and one-half percent (7.5%); or
2. An employee may elect to receive a one-time, lump-sum pay out of fifty percent (50%) of his/her accrued sick leave days, at his/her then current regular rate of pay; or
3. An employee may elect a combination of options A and B above, which in total may not exceed fifty percent (50%) of his/her accrued sick leave days.

For example,

Under Option #N1 (above): Officer X has two hundred (200) sick leave days at retirement. He elects to trade in fifty percent (50%) of his sick leave days (one hundred (100) days), for pension credit. Officer X would receive seven and one-half percent (7.5%) additional pension credit; or

Under Option #N2 (above): Officer X has two hundred (200) sick leave days at retirement. He elects to cash-in all fifty percent (50%) of his sick leave days (one hundred (100) days); or

Under Option #N3 (above): Officer X has two hundred (200) sick leave days at retirement. He is eligible to trade in fifty percent (50%) of his sick leave days (one hundred (100) days), for pension credit. Instead of trading in all one hundred (100) sick leave days for pension credit, Officer X elects to trade-in sixty (60) sick leave days for pension credit, totaling four and one-half percent (4.5%), under option N1, and elects to cash-in, the remaining forty (40) sick leave days, under option N2.

Employees with thirty (30) or more years of service as of July 1, 2001, who do not have accrued sick leave totaling two hundred (200) days, may trade in holiday leave days (up to 27), vacation leave days (up to 25) and/or personal leave days (up to two) for additional pension credit, not to exceed seven and one-half percent (7.5%). To be eligible under this paragraph, the employee must exercise his/her right to retire on or before June 30, 2005.

Any employee who at retirement has less than two hundred (200) accrued sick leave days may, in addition, trade in vacation leave not to exceed twenty-five (25) days, for additional pension credit. The total amount of sick/vacation days converted to pension credit shall not exceed seven and one-half percent (7.5%).

Catastrophic Contingency Clause: An employee, who uses one hundred (100) sick leave days in connection with a catastrophic illness or injury during the ten (10) year period

prior to his/her retirement, will be permitted to receive donations of sick leave from other members of the bargaining unit. The total amount of donated sick leave shall not exceed one hundred (100) days. In addition, said employee may trade holiday leave days (up to 27), vacation leave days (up to 25) and/or personal leave days (up to two) for additional pension credit, not to exceed seven and one-half percent (7.5%). An employee may not trade in donated sick leave days for cash pay-out.

#### **10. CLOTHING ALLOWANCE**

A. The clothing allowance for all employees presently entitled to receive such allowance shall be as follows:

- a. Effective July 1, 2001 - The annual sum of \$1,600.00
- b. Effective July 1, 2001 and continuing every three (3) years thereafter (2004, 2007, etc.) the annual clothing allowance will be increased by \$400.00 the intent of which is for the purchase/replacement of bullet proof vests.

The payment of the clothing allowance shall be semi-annually with one half the amount paid the first pay period in July and one half the amount paid the first pay period of January of each year.

B. A pro-rata portion of such allowance shall be paid to any employee starting in the midst of a contract year in a position qualifying for the allowance. Upon appointment to the Stamford Police Department, a regular member of the department shall receive an initial issue of clothing and equipment as follows:

- a) One (1) Ike jacket
- b) One (1) leather jacket
- c) Two (2) pair of summer trousers
- d) Two (2) pair of winter trousers
- e) Five (5) short-sleeve shirts (Flying Cross All Weather Deluxe Tropical) with shoulder patches to be attached to left and right shoulders.
- f) Five (5) long-sleeve shirts (same as "e" above)
- g) Two (2) pull-away ties (black cotton)
- h) One (1) hat
- i) One (1) nylon windbreaker
- j) One (1) pair foul weather boots
- k) One (1) black/red reflectorized, reversible raincoat
- l) One (1) raincap cover
- m) One (1) authorized handgun
- n) Ammunition as needed
- o) One (1) gun belt (woman's gun belt as needed)
- p) One (1) leather pants belt with silver plated buckle
- q) One (1) authorized duty holster

- r) One (1) authorized clip holder
- s) One (1) pair handcuffs and handcuff holder
- t) One (1) walkie talkie radio with holder and charger
- u) One (1) PR-24 baton and holder
- v) One (1) bulletproof vest
- w) One (1) flashlight (3 cell)
- x) Six (6) pair black socks (plain toe)
- y) One (1) pair black shoes
- z) One (1) name tag

C. Wearing apparel issued to female officers, including hats, shall be cut to fit the female form, as approved by the Department (e.g., women's sizes 7, 9, 10, 11, 12, 14).

D. Work clothes shall be issued by the Department to members assigned to the Police Garage, Marine Section and Communications Section on a need basis. Members of the Marine Section and Police Garage shall be required to purchase steel toe work shoes and special boat footwear out of their line of credit funds.

E. Any uniform item found to be worn, frayed or damaged shall be replaced by the Association member. Any item of equipment found to be damaged, defective or inoperative shall be replaced by the Association member.

F. Repair or replacement bills for clothing or equipment damaged in the line of duty shall be paid by the Department.

G. Organizational equipment issued by the Police Department including: handgun, ammunition, holster, gun belt, handcuffs, handcuff case, PR-24 baton and holder, flashlight, bulletproof vest, walkie talkie radio charger and holder are the property of the City of Stamford and must be turned in upon termination of employment. Uniforms, including the leather jacket, must also be turned in if still serviceable.

H. A committee comprised of a representative from patrol (uniform), detectives, range and training, and a chairperson designated by the Chief of Police shall conduct a study and give a report to the Chief containing recommendations on off-duty weapons, their approval, ammo, qualification times and other related issues.

## **11. CAR ALLOWANCE**

A. When the Chief of the Department requires any employee to make full-time use of his private car on any day, on an intermittent basis, the employee shall be entitled to a Three Dollar (\$3.00) allowance for each such day plus replacement of gasoline consumed at the Police Garage and repairs to his car at the garage if it is damaged during use of departmental business.

B. Each employee whose position requires him to travel, on a daily basis, from place to place within or in the vicinity of the City of Stamford to perform his duties and is required by the Chief of the Department to furnish his own transportation for such purpose shall receive (irrespective of whether he uses his car each day) a car allowance at the rate of Sixty Dollars (\$60.00) per month. In addition, any such employee who shall use his car for more than seven thousand two hundred (7,200) miles per contract year to perform his duties shall receive at the end of each such year ten cents (\$.10) for each mile in excess of seven thousand two hundred (7,200) miles. An employee who expects to travel in excess of seven thousand two hundred (7,200) miles per contract year shall at the end of each month give his supervisor a memorandum stating the approximate number of miles traveled during the preceding month. If the supervisor does not question the mileage figure so provided within three weeks of his receipt of the memorandum, then the mileage figure for that month will be presumed to be correct. It is understood that a daily mileage log need not be kept by an employee. If a mileage figure is questioned and dispute arises, then such dispute may be the subject of a grievance. Failure to submit such memorandum for each month of the contract year shall give rise to a conclusive presumption that the mileage referred to above has not been exceeded.

## **12. PROMOTIONS AND ACTING RANK**

A. Promotions to an acting rank to fill a temporary vacancy resulting from vacations, sick leave or comparable reasons may be for the duration of such vacancy. Promotions to acting rank to fill a temporary vacancy prior to a permanent promotion shall be for a period not in excess of sixty (60) days.

B. Any such promotion to an acting rank shall be selected from the official Civil Service register of eligible candidates for such promotion, if one exists. In the event such list shall expire according to Civil Services rules and regulations it shall be kept in effect, solely for the purposes of this paragraph. Employees on an official civil service register of eligible candidates for a promotion shall be selected on a rotating basis so as to provide equal opportunity for all on the list.

C. Permanent promotions to higher rated classifications shall be made in accordance with the provisions of the Charter of the City of Stamford, to the extent applicable, and rules and regulations of the Civil Service Commission. Except that a patrolman must have served a minimum of four (4) years as a patrolman as of the date of the test for Sergeant, Police Armorer, Electrical Technician, Electronic Technician, Marine Supervisor, Youth Service Supervisor, I.D. Officer in order to qualify to take such test. A Sergeant, Police Armorer, Electrical Technician, Electronic Technician, Marine Supervisor, Youth Service Supervisor, I.D. Officer must have served a minimum of two (2) years in those positions as of the date of the test for Lieutenant in order to qualify to take such test. A Lieutenant must have served two (2) years as a Lieutenant as of the date of the test for Captain in order to qualify to take such test. The service times above do not include acting time.

D. Whenever an employee is assigned to a higher acting rank or permanently promoted, he shall be paid in his new assignment at the single rate provided for the higher job classifications, without reference to longevity payments.

E. Claims for reclassification resulting from changes in job content shall be referred to the Civil Service Commission.

F. Whenever any new position is created within the bargaining unit at a pay rate between the patrolman's salary scale and a sergeant's salary scale, examinations to fill such a position shall be open to all officers in the Department who would be eligible to take the sergeant's examination under the then existing requirements as to prerequisite qualifications; however, whenever a new position is created at a salary range between sergeant and lieutenant, the examination to fill such position shall be open to all officers in the Department who would be eligible to take the lieutenant's examination under the then existing requirements as to prerequisite qualifications; whenever any new position is created at a salary range between a lieutenant and captain, the examination to fill such position shall be open to all officers in the Department who would be eligible to take the captain's examination under the then existing requirements as to prerequisite qualifications.

G. Deputy/Assistant Chiefs of Police

It is agreed that any sworn police positions vacated by the appointment of a Deputy/Assistant Chief shall be filled within ninety (90) days of said vacancy, it being the intent of the parties that a position vacated will not remain unfilled (e.g., if a Captain of the Stamford Police Department is appointed Deputy/Assistant Chief, the appointing authority will designate, appoint and swear in a new Captain, according to Civil Service Regulations, within ninety (90) days of the vacancy created by the appointment of Captain to Deputy/Assistant Chief). Further, if the rank of captain is filled by a lieutenant, the rank of lieutenant must be filled. If the rank of lieutenant is filled by a sergeant, the rank of sergeant must be filled. However, the City, in its discretion, may make an appointment to fill the vacant position of patrolman but is not contractually obligated to do so.

If the sworn police officer who is appointed to a position of Deputy/Assistant Chief is removed from said position for any reason or wishes to resign from said position for any reason, he shall be, at his option, entitled to retire at the Deputy/Assistant Chief level if eligible for retirement or, if not so eligible, he shall be entitled to revert back to the sworn police position he had prior to his appointment to Deputy/Assistant Chief.

H. The following technical ranks shall be abolished as they become vacant and will be replaced by the creation of a sergeant's position within ninety (90) days of the vacancy: Equipment Mechanic; Police Armorer; Electrical Technician; Electronic Technician; Marine Supervisor; Youth Service Supervisor; I.D. Officer (2).

**13. PROBATIONARY PERIOD**

No initial appointment or employment in any position shall be deemed final and permanent until after the expiration of a period of eighteen (18) months probationary service and no promotion shall be deemed final and permanent until the expiration of six (6) months probationary service. During the probationary period of any employee, the Police Commission in its sole discretion, may terminate the employment of any new employee or return any promoted employee to his former position, if during his period upon observation and consideration of his performance of duty, it shall deem him unfit for such appointment.

#### **14. FUNERAL LEAVE**

Employees shall be entitled to a funeral leave of (a) five (5) working days in the event of the death of a spouse, parent, child, brother, sister, grandparent or grandchild; (b) three (3) working days in the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law; and (c) one (1) working day in the event of the death of any other relative not domiciled in the employee's household. In addition to the foregoing, each employee shall be entitled to one (1) additional day off for funeral leave at the discretion of the Chief of Police or his designate.

Funeral leave must be taken within thirty (30) days from the date of death unless extended by the Chief of Police.

#### **15. EDUCATIONAL INCENTIVES**

A. There shall be added to the annual base salary for each employee who holds or subsequently receives a Ph.D. or law degree from an accredited college or university a sum of Eleven Hundred Dollars (\$1,100.00); there shall be added to the annual base salary for each employee who holds or subsequently receives a master's degree from an accredited college or university, a sum of Nine Hundred Dollars (\$900.00); for each employee who holds or subsequently receives a bachelor's degree from an accredited college or university, an annual sum of Six Hundred fifty Dollars (\$650.00) shall be added to his annual base salary; for each employee who has satisfactorily completed ninety (90) course credits at an accredited college or university or who satisfactorily completes same, an annual sum of Four Hundred Fifty Dollars (\$450.00) shall be added to his annual base salary; for each employee who has satisfactorily completed sixty (60) course credits at an accredited college or university or who satisfactorily completes same, an annual sum of Three Hundred Dollars (\$300.00) shall be added to his annual base salary; and for each employee who has satisfactorily completed thirty (30) course credits at an accredited college or university, or who satisfactorily completes same, an annual sum of One Hundred Fifty Dollars (\$150.00) shall be added to his annual base salary.

B. An employee shall notify the City upon enrolling in an accredited college program leading to a degree. The City shall reimburse the employee for the full tuition

cost of such college credits upon a showing by the employee that the promotion-related course was successfully completed.

## **16. ASSOCIATION BUSINESS LEAVE**

A1. The five (5) members of the Association Negotiation Committee shall be granted leave from duty for all meetings between the City and the Association for the purpose of negotiating the terms of a contract, subject to the provisions of section A.2 below.

A2. Said members shall receive their regular rate of pay when such meetings take place at a time during which such members are scheduled to be on duty.

B. Two (2) members of the Association Grievance Committee shall be granted leave from duty with full pay for all first level meetings between the City and the Association for the purpose of processing grievances, when such meeting shall take place at a time during which such members are scheduled to be on duty. After the first level, three (3) members shall be granted such leave for such purpose.

C. Such officers and members of the Association, as may be designated by the Association President (Vice President when President is absent), shall be granted leave from duty with full pay for Association business such as attending labor conventions, educational conferences and other proper Association business, provided that the total leave for the purpose set forth in this section shall not exceed an aggregate of thirty (30) working days in any fiscal year for the entire Association unless the Chief of the Department shall determine, in his sole discretion, that any such leave in excess of thirty (30) working days in any fiscal year requested by the Association will benefit or be in the best interests of the Department as well as the employees involved, plus leave for the State Convention Conference of Police Associations, not to exceed seven (7) members with pay for one (1) day. The leave provided for herein shall not carry over from year to year. Any time such leave causes shift to fall below minimum, the City must hire back.

D. The City of Stamford agrees to provide the Stamford Police Association, Inc. with suitable office space to be located within the confines of Police Headquarters. Said office is to be located within the administrative section of the building and is to be used as the "Executive Office" of said organization. The office shall consist of one or more rooms the smallest of which shall not be smaller than ten feet (10') by ten feet ten inches (10'10") (108 1/3 sq. feet). The office shall be suitably secured at all times, except when occupied. The office shall be accessible to maintenance and custodial personnel at such times as may be required. The office shall be equipped with a suitable number of electrical outlets and lighting fixtures and shall be air-conditioned. A telephone(s) shall be installed therein, at the expense of the Stamford Police Association, Inc. for use solely by said Association in the transaction of its business. Keys to said office shall be given to the President, Vice-President, Secretary, Treasurer and Financial Secretary of said Association only, unless otherwise approved in writing by the President of said

Association. Keys shall become the financial responsibility of the holder(s) and shall be passed from elected official to elected official as required in October of each year. Loss of said key shall be reported in writing to the Deputy Chief of administration and to the President of said Association, Inc., immediately. Aside from telephone service, the Stamford Police Association, Inc. agrees not to install any equipment within said office, which would overburden existing utilities, deface the physical plant or modify the structure of the building, without consultation and approval of the appropriate authorities. The Stamford Police Association further agrees that under extreme emergency circumstances, said office will be made available for use for other than Association business.

#### **17. DISPATCHERS**

A. Uniformed police officers regularly assigned as dispatchers for 911 as of the effective date of this Agreement will continue to be assigned, full time, to the 911 dispatchers. When the current incumbent retires, is promoted or otherwise vacates the dispatcher position, the resulting vacant 911 dispatcher position will be filled by a civilian dispatcher.

The incumbent uniformed police dispatcher as of the effective date of this Agreement will be assigned to work a regular shift schedule the same as the civilian dispatchers assigned to 911. Said uniformed police dispatcher may designate a shift of his choice. In the case of absence due to illness, vacation, holidays, personal days, etc., the temporary vacancy will be filled by a civilian dispatcher. The incumbent uniformed police dispatcher shall be offered overtime in rotation with civilian dispatchers.

B. It is understood and agreed that the utilization of civilians as permitted above shall not reduce the police manpower of the Stamford Police Department. When the incumbent retires, is promoted or otherwise vacates said dispatcher position, allowing for a civilian appointment, it is understood that an additional police officer will be hired by the City.

C. This section supersedes, in its entirety, Section 17 of the 1989-1991 labor agreement.

#### **18. RESIDENCE**

No employee who has four (4) years or more of service shall be required to live within the City of Stamford as a condition of his continued employment so long as he lives within a reasonable driving distance from the City of Stamford.

#### **19. DAY OFF SLIPS**

A. Holiday slips shall be transferable between employees in the same job classification for the purpose of the transferee obtaining time off, and the transferee shall have the same rights with the respect to such slips as the transferor, provided that notice

shall be given to the Department prior to each such transfer for the purpose of maintaining appropriate attendance and compensation records.

B. All non-negotiable slips issued to employees shall have a two (2) year life span from the date of issue and must be utilized within that time span.

C. All negotiable and non-negotiable day off slips accumulated prior to September 2, 1978 shall have a full life span until used by the employee.

## **20. MINIMUM MANPOWER**

A. No shift of men in the following uniformed shifts shall be assigned without a minimum of the following: For the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts, there shall be a minimum manpower complement of eighteen (18) patrol officers, all below the rank of Sergeant. For the 11:00 p.m. to 7:00 a.m. shift, there shall be a minimum of eighteen (18) patrol officers. It is the intention of the parties to exclude from this minimum manpower requirement those employees who are assigned to fixed or steady positions and not available to immediate response (e.g., Garage Personnel, Marine Division, Personnel on Prison, Court or Hospital details, all inside personnel, etc.).

B. For the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts, up to eight (8) rather than six (6) men on each shift shall be permitted paid leave. For the 11:00 p.m. to 7:00 a.m. shift, the amount shall remain at six (6). Without regard to the number of those off sick and in the event that the complement falls below minimum manpower, men shall be called back to duty to meet minimum manpower requirements on a rotating basis but first among those employees who are "regular off" on that day and listed in minimum manpower book.

Effective upon the execution of this agreement, the number of officers who shall be permitted to be on paid leave shall increase to ten (10) for the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts and to eight (8) for the 11:00 a.m. to 7:00 a.m. shift.

Effective July 1, 2003, the number will increase to eleven (11) for the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts and to nine (9) for the 11:00 a.m. to 7:00 a.m. shift. If this increase in the number of officers permitted to be on paid leave results in more than an insignificant amount of overtime, the number will revert back to ten (10) for the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts and to eight (8) for the 11:00 a.m. to 7:00 a.m. shift.

C. Only two sworn Sergeants and Lieutenants assigned to be patrol supervisors will be allowed to take paid leave on any shift.

## **21. INTERRUPTION OF WORK**

The Association agrees that so long as the City shall abide by this Agreement and by any decision of an arbitrator as herein provided for, the Association and members of the Association will not cause, sanction or take part in any strike whatsoever (whether sit-down, sympathetic, general or of any other kind) walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature or any other interference with the operation and maintenance of the Department. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for in Public Law 159, Laws of 1965, or by any other statute or provisions of law.

## **22. MANAGEMENT RIGHTS**

The City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to the following: (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City. (b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices, or procedures. (c) To discontinue work processes or operations or to discontinue their performance by employees. (d) To select and to determine the number and types of employees required to perform the City's operations. (e) To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work, just cause or other legitimate reasons when it shall be in the best interests of the City or the Department. (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employee affected by them. (g) To insure that incidental duties connected with departmental operations, whether enumerated in job description or not shall be performed by employees.

## **23. GRIEVANCE AND ARBITRATION PROCEDURE**

For all grievances filed after the execution of this Agreement, for the purposes of this section, "day" shall mean business day, Monday through Friday, excluding holidays.

A. Should any employee or group of employees feel aggrieved, concerning his or their wages, hours or conditions of employment (including any claim that a permanent employee was removed, dismissed, discharged, suspended, fined or reduced in rank without just cause), the employee may, within thirty (30) days of the event giving rise to the grievance, seek adjustment as follows:

1. The Association shall submit such grievance in writing to the Chief of Police, setting forth the nature and particulars of the grievance. Within three (3)

days after said Chief receives such grievance, he shall arrange to, and shall meet with, representatives of the Association for the purpose of adjusting or resolving such grievance.

2. If such grievance is not resolved to the satisfaction of the Association by the Chief within eight (8) days after receipt of the receipt of the grievance by him, the Association may present such grievance in writing within seven (7) days thereafter to the Police Commission. Within seven (7) days after it receives such grievance, the Commission shall arrange to, and shall meet with, the representatives of the Association for the purpose of adjusting or resolving such grievance.

B. If such grievance is not resolved to the satisfaction of the Association by the Police Commission within fifteen (15) days after the receipt of the grievance by it, or if the City shall desire to have any dispute with the Association concerning the interpretation or performance of this Agreement resolved by arbitration, the Association, within ten (10) days after the expiration of said fifteen (15) day period, or the City, within ten (10) days of the last discussion between the Police Commission and the Association, may submit the dispute to the Connecticut State Board of Mediation and Arbitration for arbitration in the City of Stamford in accordance with its Rules and Procedures for Labor Arbitrations. The decision of the arbitrator shall be binding and conclusive upon the City and the Association. The findings, decision or award of said arbitrator may be enforced by proper action in any court of competent jurisdiction.

In all cases of discharge, suspensions and/or demotions, the Association has the option to elect to use the services of the American Arbitration Association instead of the State Board of Mediation and Arbitration. In all other cases, either party may exercise such option for any four (4) cases each party may choose per fiscal year.

C. The time limits specified in the preceding sections of this article may be extended by agreement of all parties.

D. Nothing contained herein shall prevent an employee from presenting his own grievance and representing himself, up through the step preceding arbitration, however, only the Association can proceed to arbitration.

E. The fee of the arbitrator and the administration expenses of the arbitration, if any, shall be shared equally by the parties, but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

F. The provisions of this section shall not apply to any dispute concerning the meaning or application of the provisions of paragraphs 12C and 12E.

G. Whenever a complaint is lodged against a member of the department, said member shall be notified within five (5) days after receipt of the complaint.

H. The Chief of Police, upon receipt of the completed investigative summary report, shall act within thirty (30) days to notify the officer(s) of any action to be taken. In addition, if no action is to be taken, the officer(s) shall be similarly notified. The Chief of Police, upon receipt of the completed report, shall furnish a copy of same to the officer(s) and to the President of the Association.

I. Within the thirty (30) day period following receipt of the completed report, the Chief of Police shall afford the officer(s) involved a pro-forma hearing, at which hearing the officers(s) shall be given the opportunity to explain his action to the Chief. Such hearing will not be adversarial. Should the Chief of Police impose any disciplinary action at this hearing, the execution of same will be delayed pending any appeal by the officer(s) to the Police Commission. At the Police Commission hearing, the officer(s) will be entitled to present witnesses in his behalf.

#### **24. MISCELLANEOUS**

A. The City shall provide legal counsel for the defense of any member of the Association against whom a complaint originating from outside the Stamford Police Department has been filed which could result in the discipline and/or suspension of any member. The Corporation Counsel shall assume the legal defense of said member unless there is a conflict of interest. In the event that such a conflict of interest exists, the City shall reimburse the Association for all legal fees which are incurred in the defense of any such member of said Association. Said fees shall be reasonable and shall not be reimbursable if it is determined by either the Stamford Police Commission or other initial fact finder that the member's activities from whence the complaint arose were not within the scope of his authority as a police officer for the City of Stamford.

B. All payments due and owing to the employees upon the signing of this contract as a result of the retroactive provisions herein and contained in the previous contract shall be paid to said employees in one lump sum by the City following the appropriate City Boards' approval of this contract.

C. A member may not be compelled to submit to chemical tests which shall include a Breathalyzer, urine, saliva or blood test without the approval of an officer superior in rank to the officer ordering such tests, unless the officer ordering such tests is the Chief of the Department. The testing and drawing of samples and determinations of fitness shall be made by qualified medical personnel. Such system shall not be used unreasonably.

D. Upon demand, an employee shall have the right to have all psychiatric files and references to them expunged from his personnel jacket if it is found that he was fit for duty after the psychiatric examination and that he was not in need of psychiatric assistance. Such files and references may be kept by the department solely for the purpose of a future or possible lawsuit and shall not be used for any other purpose, i.e., promotions, disciplinary actions.

E. Seniority shall mean length of continuous employment within the Police Department. Seniority shall not be broken by vacations, sick time, layoffs, suspension, approved leave of absence, or any call to military service for the duration.

- (a) Where a staff reduction is necessary within the police department, the employee with the least seniority in the police department shall be the first laid off (regardless of rank).
- (b) An employee laid off from the department shall have the right of recall by seniority (e.g., prior to any new hiring, last employee laid off to have opportunity to fill the position).

F. Nothing in this Agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act (ADA).

G. The City may, in its sole discretion, civilianize non-essential services (such as, but not limited to, Systems Administrators for Computer Systems, Records Room Personnel, Prisoner Detention Personnel and Identification Bureau Personnel). The determination of non-essential shall be made by the Chief of Police. Prior to any implementation, the City and the Association shall meet and resolve any safety concerns submitted by the Association.

**25. BILL OF RIGHTS FOR MEMBERS OF THE STAMFORD POLICE DEPARTMENT:**

**Purpose:** To protect the rights of members of the department in an official department investigation.

**Procedure:** Prior to questioning a member of the department who is believed to be the subject or a police officer witness in an official investigation.

**Interrogating Officer:**

- 1. Inform member concerned of:
  - a) Name, rank and command of person in charge of investigation.
  - b) Name, rank and command of interrogating officer.
  - c) Identity of all persons present.
  - d) Whether he is the subject or a witness in the investigation, if known.
  - e) Nature of accusation.
  - f) Identity of complainant (address need not be revealed).
  - g) Acquaint member with the nature of the charge.

2. Permit member to obtain counsel if:
  - a) A serious violation is alleged, or
  - b) Sufficient justification is presented although the violation is minor.
3. Direct a postponement until one thousand (1,000) hours the following day, if practical when member is permitted to obtain counsel.
4. Permit member of the Stamford Police Association to be present at all times during the interrogation.
5. Conduct interrogation at a reasonable hour, preferably when the member is on duty during daytime hours.
6. Ensure that the interrogation is recorded, either mechanically or by a department stenographer.
  - a) Investigating officer will determine if a transcript is required in non-criminal or minor violation cases.
7. Do not use.
  - a) "Off the record" questions.
  - b) Offensive language or threats (transfers, dismissal or other disciplinary punishment).
  - c) Promises of reward for answering questions.
8. Regulate duration of question periods, with breaks for meal, personal necessity, telephone calls, etc.
9. Record all recesses.

**Commanding Officer of Member:**

10. Assign member to Day Shift, if possible.

**Member of Department:**

11. Answer questions specifically directed and narrowly related to official duties. (Refusal may result in disciplinary actions).

**Superior Officer in Charge of Investigation:**

12. Notify member's immediate supervisor when a member of the force is directed to leave his post or assignment to report for an official investigation.
13. Ensure that notifications re: official investigations made to or received from:
  - a) Complainants.
  - b) Witnesses.
  - c) Lawyers.
  - d) Defendants.
  - e) Other interested parties are properly recorded in appropriate department records.

**Command Officers and Communication Personnel:**

14. Record in appropriate department records notify the investigating personnel immediately of notifications or messages received from:
  - a) Lawyers.
  - b) Witnesses.
  - c) Complainants.
  - d) Other interested parties involved in the subject investigation.

**NOTE:** If a member of the Department is under arrest or is the subject of a criminal investigation or there is a likelihood that criminal charges may result from the investigation, the following warning shall be given to the member concerned prior to commencement of the interrogation:

"I wish to advise you that you are being questioned as part of an official investigation by the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of Connecticut, the Constitution of this State and the Constitution of the United States, including the right to have legal counsel present at each and every stage of this investigation.

I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to department charges which could result in your dismissal from the Police Department. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statement can be used against you in any subsequent criminal proceeding. However, these statements maybe used against you in relation to subsequent departmental charges."

**26. DEATH BENEFITS - LINE OF DUTY**

The Pension Survivorship benefits for the dependents of any member of the Police Department covered by this Agreement, who is killed in the actual performance of

his duty, shall be paid as follows utilizing the base salary which is used for all pension calculations. This pension benefit will be in lieu of any and all pension retirement benefits.

- A. Patrolman - beneficiary shall receive 30% above top Patrolman's base salary.
- B. Dispatcher - beneficiary shall receive 30% above Dispatcher's base salary.
- C. Sergeant and all classified positions - beneficiary shall receive 30% above Sergeant's and all classified positions base salary.
- D. Lieutenant - beneficiary shall receive 30% above Lieutenant's base salary.
- E. Captain - beneficiary shall receive 30% above Captain's base salary.
- F. The City shall pay for funeral expenses for an officer killed in the actual performance of his duty, up to a maximum of ten thousand (\$10,000.00) dollars.

## **27. DURATION AND WAGES**

A. The provisions of this contract shall be retroactive to July 1, 2001 as to all provisions contained herein unless otherwise provided.

- 1. 2001-2002 WAGES: Effective and retroactive to July 1, 2001, a general wage increase of three percent (3%).
- 2. 2002-2003 WAGES: Effective July 1, 2002, a general wage increase of three percent (3%).
- 3. 2003-2004 WAGES: Effective July 1, 2003, a general wage increase of three and one-quarter percent (3.25%).
- 4. 2004-2005 WAGES: Effective July 1, 2004, a general wage increase of three and one-quarter percent (3.25%).

Any retroactive payment shall include all monies required to be included in the employees' W-2 Form and monies in the Deferred Compensation Plan.

B. This Agreement shall remain in full force and effect to and including June 30, 2005, and thereafter to the extent hereinafter provided in sub-paragraph C of this paragraph. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened before said date for change in its terms or additions of new subject matter.

C. Negotiations for a successor agreement shall commence and proceed in accordance with the applicable provisions of the Municipal Employee Relations Act.

**28. GENDER**

It is understood and agreed by the parties herein that the use of the male pronoun throughout is applied to both genders.

**29. INTERPRETATION**

This Agreement shall be interpreted consistent with state and federal law.

**30. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provisions, should be rendered or declared void or unlawful by any valid judicial, administrative, executive or legislative action, the remainder of this Agreement shall continue in full force and effect. Should a provision be declared void, unlawful, or inappropriate the parties shall meet to discuss the impact.

**31. EXECUTION DATE**

For the purpose of this Agreement, the execution date where referenced herein, shall be the day following final ratification of the Board of Representatives.

**32. BOMB SQUAD**

A. ASSIGNMENT: Assignment to the Bomb Squad shall be made consistent with the Departments Equal Opportunity Employment Policy, except that upon re-establishment of the Bomb Squad, the right of first refusal for assignment to the squad shall be given to all former members of the Bomb Squad. The squad shall consist of a minimum of four (4) members. After the squad has been re-instituted, the former squad members who are currently assigned to the squad will have input in the initial assignments to the squad. Thereafter, current squad members will have input in future assignments to the squad with the final decision for selection resting solely with the Chief of Police.

B. TRAINING: All Bomb Squad members selected shall be sent to bomb squad certification training (Hazardous Devices Basic Course). In addition to the initial training, bomb squad members shall receive a minimum of ninety-six (96) hours of training annually, inclusive of in service training, annual seminars or conferences sponsored by any recognized Hazardous Devices Training Organizations (ex. FBI, ATF, IABTI, etc.). Every three (3) years, Bomb Squad members shall attend re-certification training (Hazardous Devices School Course), which shall not count towards the ninety-six (96) hours of annual training.

C. All Bomb Squad members will receive a monthly stipend of one-hundred dollars (\$100.00) payable in the last pay period of every month. This monthly stipend will be over and beyond any payments a member receives for stand by and overtime related to the Bomb Squad.

D. Two (2) Bomb Squad members shall be on stand by at all times. The scheduling of stand by hours shall be by agreement between the Association and the Chief of Police. Members on stand by shall be compensated in accordance with Section 3D of this Agreement.

E. RESPONSE TO CALLS: In the event a call requires the Bomb Squad, Bomb Squad members on duty will be called in first to respond. Should there be no Bomb Squad members on duty, the Department will notify those members on stand by. There shall be a minimum response of two (2) bomb squad members to all bomb related incidents. The Chief of Police, in his sole discretion, may call in additional squad members to supplement the squad. Should the Chief not be available, the Chief's designee will have sole discretion to call-in additional bomb squad members.

F. CALL BACK: Each Bomb Squad member called back to work under this Agreement shall be compensated as outlined in Section 4D of this Agreement.

G. SCHEDULING: The City shall have the right to adjust work schedules to accomplish the training in the most efficient and economical manner.

H. EQUIPMENT: Equipment for the squad, as deemed necessary by the Chief of Police after consultation with the Bomb Squad, shall meet or exceed the quality standards for equipment as outlined in the FBI National Guidelines for Bomb Technicians.

### **33. STAMFORD POLICE BIKE PROGRAM**

A. ASSIGNMENT: Assignment to the Stamford Police Bike Program shall be made consistent with the Departments Equal Opportunity Employment Policy. The number of officers and the selection will be determined by the Chief of Police. The criteria on which the recommendation will be made includes the officer's yearly evaluation. All other things being equal, preference because of seniority shall be the determining factor.

B. DEPLOYMENT: Officers will maintain their current hours of work. Officers will be deployed on bicycles as determined by the Chief of Police, or his designee. Bicycles will not be deployed when conditions pose an undue hazard to the health and safety of bicycle officers. In times of questionable conditions affecting the health and safety of officers, supervisors will err on the side of caution and will not deploy officers on bicycles. If the supervisor or individual officer feels deployment is a hazard, the officer or officers will not be deployed. Non-bike officers will not be re-

assigned to other districts to cover manpower shortages caused in said district due to bike assignments.

The Department will not deploy officers on bicycles unless there is minimum manpower as outlined in Article 20 of the collective bargaining agreement. Officers deployed on bike patrol will not be counted towards minimum manpower.

C. TRAINING: Officers assigned to the Bike Program must receive training (see attached example syllabus) in bicycle operations from an accredited/certified I.P.M.B.A. (International Police Mountain Bike Association), and successfully pass a bike program test. Such test will be designed to ensure officers are physically fit and capable of operating a bike for a full tour of duty. All officers trained together will undergo the same bike program test.

D. SCHEDULING: The City shall have the right to adjust the work schedules of officers selected to the Bike Program to accomplish the training in the most efficient and economical manner, as outlined in Article 4, Section E of the contract.

E. UNIFORMS AND EQUIPMENT: The following will be the required uniform for individuals in the Bike Program:

1. Four (4) short sleeved shirts, with department cloth shoulder patches on sleeves and labeled with " STAMFORD POLICE" in large letters on the back.
2. Three (3) long sleeved shirts, with department cloth shoulder patches on sleeves and labeled with " STAMFORD POLICE" in large letters on the back.
3. Three (3) pairs of cycling pants.
4. Three (3) pairs of cycling shorts.
5. Two (2) pairs of cycling gloves, (one summer, one winter).
6. Two (2) pairs of white calf-length socks.
7. One (1) heavy duty jacket/vest/bolero, labeled "POLICE" on the front and "STAMFORD POLICE" in large letters on the back.
8. One (1) spring/summer jacket, labeled "POLICE" on the front and "STAMFORD POLICE" in large letters on the back.
9. The approved departmental leather gun belt and accessory cases (webbed nylon gear is optional, if an officer requests nylon gear for assignment, it will be provided by the Department).
10. Bicycle helmet clearly lettered "POLICE" on both sides.
11. One (1) pair of black footwear, either a bicycle shoe or ankle-high hiking or athletic shoe, approved by the IPMBA.
12. Eye protection approved by the IPMBA (no prescription eyewear will be provided, nor will mirrored eyewear be permitted).
13. One (1) bicycle lock.

The Department will provide each officer selected to the Bike Program all items listed above, except the leather gun belt and accessory cases listed in Section 9. Replacement of worn bike patrol uniforms will be handled by a quartermaster system.

Any uniform item or equipment damaged or destroyed in the line of duty will be replaced by the Department at no cost to the officer.

The officer shall display their badge and name tag on the outer garment at all times. Also, officers participating in the Police Bike Program shall have a regulation uniform available in their lockers at Headquarters, or at their substation at all times. Police Bike uniforms shall only be worn when an officer is assigned to bicycle patrol. All uniforms and equipment, provided by the Department, shall be returned by the officer upon separation from the Bike Patrol Program.

The Chief of Police, in his sole discretion, reserves the right to determine equipment and uniforms for the Bike Program, beyond those listed above in Section E. Any new items required by the Chief, for the bike program, will be provided initially by the Department.

The Department will issue Policy #\_\_\_\_\_ concerning the Stamford Police Bike Program which will not conflict with these negotiated provisions.  
Final ratification by the Stamford Board of Representatives

10th Day of December, 2001.

SIGNED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2002.

**FOR THE CITY**

**FOR THE ASSOCIATION**

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Dannel P. Malloy, Mayor  
City of Stamford

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Joseph Kennedy, President  
Stamford Police Association

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William C. Stover  
Director of Human Resources

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Kevin Greco, Esq.  
Counsel for the SPA

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Dean Esserman, Chief of Police  
Stamford Police Department

## **APPENDIX**

### **APPENDIX I**

### **WAGE SCHEDULE**

### **APPENDIX II**

### **PENSION ADJUSTMENT**

### **APPENDIX III**

### **SCHEDULE OF MEDICAL BENEFITS**

### **APPENDIX IV**

### **MEMORANDUM OF UNDERSTANDING (RE: PARAGRAPH 4L)**

## **APPENDIX I**

EFFECTIVE:	July 1, 2001	July 1, 2002	July 1, 2003	July 1, 2004
	3.0%	3.0%	3.25%	3.25%

### **Patrol Officer**

Start	\$42,842	\$44,127	\$45,561	\$47,042
Second Year	\$44,674	\$46,015	\$47,510	\$49,054
Third Year	\$46,501	\$47,896	\$49,453	\$51,060
Fourth Year	\$48,333	\$49,783	\$51,401	\$53,071
Fifth Year	\$50,163	\$51,668	\$53,347	\$55,081
Sixth Year	\$51,991	\$53,551	\$55,291	\$57,088
Over Six Years.	\$53,821	\$55,436	\$57,238	\$59,098

### **Dispatcher** (Single Rate)

\$56,839	\$58,544	\$60,446	\$62,410
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### **Police Armorer, Sergeant, Detective, Electrical Technician, Electronic Technician, Marine Supervisor, Youth Service Supervisor, Equipment Mechanic** (Single Rate)

\$61,377	\$63,219	\$65,273	\$67,395
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### **Lieutenant** (Single Rate)

\$70,887	\$73,014	\$75,387	\$77,837
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### **Captain** (Single Rate)

\$80,398	\$82,810	\$85,501	\$88,280
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## APPENDIX II

This Agreement, CITY OF STAMFORD POLICE RETIREE PENSION ADJUSTMENTS, dated April 6, 1995, is entered into in accordance with the provisions of Article 9, Paragraph J of the July 1, 1991 - June 30 1996 Collective Bargaining Agreement between the City of Stamford and the Stamford Police Association. Effective July 1, 1995, all active members who thereafter retire (member) shall be eligible to receive the following benefits:

1. An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 1999, retroactive to July 1, 1998, who has attained age 62 and has received, or has been credited with, at least twelve (12) monthly pension payments prior to July 1, 1998.
2. Thereafter, on January 1, of each third year (Effective Date), retroactive to the prior July 1, the pension benefit payable to each member who has attained age 62 and has received, or has been credited with, at least twelve (12) monthly pension payments prior to said July 1 of each third year (Eligible Member) shall be adjusted.
3. The adjustment shall be based upon the average annual investment return (Average Annual Return) earned by the City of Stamford Police Trust Fund for the 36 month period ending on July 1, six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Plan's Trustee using the dollar weighted rate-of-return methodology. The Average Annual Return shall be determined as the geometric average of the annual return of each of the three years.
4. An adjustment account will be established as of July 1, 1995 with a zero balance. Beginning July 1, 1998 and on July 1 of each third year thereafter, the adjustment account balance will be redetermined as follows:
  - a. The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior plus Item b(i)(c) less Item b(ii)(c) plus Item C minus Item d.
  - b. The adjustment account will be credited or debited for investment performance as follows:
    1. If the Average Annual return is greater than 10%, the adjustment account will be credited as follows:
      - i. Subtract 10% from the Average Annual Return.
      - ii. Multiply the result in item (i) by 50%.
      - iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

2. If the Average Annual Return is less than 6% the adjustment account will be debited as follows:
  - i. Subtract the Average Annual Return from 6%.
  - ii. Multiply the result of item (i) by 50%.
  - iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1, six months prior to the Effective Date.
3. If the Average Annual return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.
- c. The adjustment account will be credited with the Average Annual Return for each of the prior three years.
- d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual return rate) paid during the prior three years.
1. The percentage increase equals Item a less Item b divided by Item c.
  - a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.
  - b. The pension benefit obligation as of such July 1 for prior year adjustments for all Eligible Members.
  - c. The pension benefit obligation as of such July 1 for all Eligible Members.
1. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:
  - a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.
  - b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(1)(iii) will remain in the adjustment account.
7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such Item is defined in Government Accounting Standards Board Statement No. 5.

8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such member became or would have become an Eligible Member.

A copy of this written Agreement will be filed with the Plan Trustees (Amendment and Declaration of Trust dated June 16, 1971). The Trustees shall formulate, adopt and promulgate in good faith investment plans, programs and decisions, in accordance with the Declaration of Trust provisions which in their opinion are desirable to facilitate the administration of the Plan consistent with the intent and provisions of this Agreement.

This Agreement CITY OF STAMFORD POLICE RETIREE PENSION ADJUSTMENTS, dated April 6, 1995, shall be incorporated into the parties July 1, 1991 to June 30, 1996 Collective Bargaining Agreement as amended or extended.

Below is an example illustrating calculations for earned Police Retiree Pension Adjustments.

Notwithstanding anything contained herein to the contrary, it is specifically agreed by the parties that nothing contained herein shall prevent any increase to current retiree benefits based upon any voluntary negotiations and agreement of the parties or by operation of law.

#### **First Adjustment**

<u>Plan assets:</u>	\$70,000,000
<u>Pension benefit obligation</u>	$\$70,000,000 = 63,000,000 \text{ active} + \text{pre-94 retirees}$ 7,000,000 retired on or after 7/1/94 1,750,000 over age 62 and retired 12 months
<u>Average annual return:</u>	12%
<u>Adjustment account credit:</u>	$1\% \times 7,000,000 = 70,000$
<u>Adjustment account:</u>	$0 + 70,000 = 70,000$
<u>Pension adjustment:</u>	$70,000 / 1,750,000 = 4\%$

#### **Second Adjustment**

<u>Plan assets:</u>	\$78,000,000
<u>PBO:</u>	$\$75,000,000 = 67,000,000 \text{ active} + \text{pre-94 retirees}$ 8,000,000 retired on or after 7/1/94 2,000,000 over age 62 and retired 12 months
<u>Average annual return</u>	14%
<u>Adjustment account credit:</u>	$2\% \times 8,000,000 = 160,000$
<u>Adjustment account:</u>	$70,000 - 7,000 + 9,300 + 160,000 = 232,300$ (prior year balance - benefits paid)

	+ investment return + credit)
<u>PBO for prior adjustments:</u>	68,300
<u>Pension adjustment:</u>	$(232,300 - 68,300)/2,000,000 = 8.2\%$ 4% cap applicable

### **Third Adjustment**

<u>Plan assets:</u>	\$78,000,000
<u>PBO:</u>	$\$80,000,000 = 70,000,000$ active + pre-94 retirees 10,000,000 retired on or after 7/1/94 2,500,000 over 65 retired 12 months
<u>Average annual return:</u>	4%
<u>Adjustment account deficit:</u>	$-1\% \times 10,000,000 = -100,000$
<u>Adjustment account:</u>	$232,300 - 14,800 + 9,000 - 100,000 = 126,500$
<u>PBO for prior adjustments:</u>	144,600
<u>Pension adjustment:</u>	$(126,500 - 144,600)/2,500,000 = \text{less than } 0\%$ 0% cap applicable

### **APPENDIX III**







## **APPENDIX IV**

### **MEMORANDUM OF UNDERSTANDING**

WHEREAS, The Stamford Police Association ("Association") has filed a complaint alleging Unfair Labor Practices by the City of Stamford ("City"), Case No. MPP 17,100; and

WHEREAS, the Association and the City are desirous of settling the claims asserted in said complainant and to delineate their agreement with regard to the interpretation and application of Paragraph 4, Section L of the Collective Bargaining Agreement ("Agreement") between the Association and the City, and

WHEREAS, respective signatories to this Memorandum represents that they have the full authority of their respective entities to enter into and agree to the terms and conditions of this memorandum.

NOW THEREFORE, it is agreed as follows with regard to Paragraph 4, Section L of the Collective Bargaining Agreement that:

1. All off-duty, extra duty employment shall be offered to employees covered by the Agreement before engaging special policemen/women, flagmen, or volunteers.

2. The provisions of Paragraph 1 above, shall not apply to work that is currently being performed by the currently employed full time special policemen/women as of the date of this Memorandum during their regular shifts and any extension of said shifts. The provisions of Paragraph 1 above shall apply to all other police related work performed by special policemen/women.

3. The provisions of Paragraph 1 above, shall not apply to the regular work that is currently being performed by the currently employed as part-time/seasonal special policemen/women as of the date of this Memorandum during their regular shifts and any extension of said shifts. The provisions of Paragraph 1 above shall apply to all other police related work performed by special policemen/women.

4. The definition of "extra duty" contained in Paragraph 4, Section L of the Agreement shall not apply to work in public buildings and grounds unless the work is being offered to or being performed by special policemen/women, flagmen, or volunteers.

5. The current situation with regard to the Board of Education facilities shall remain in effect, recognizing the Board of Education as the hiring authority for personnel at Board of Education facilities.

6. The provisions of Paragraph 1 above shall apply to all off-duty, extra duty assignments at all sporting events, public gatherings, and special events conducted within the City of Stamford. Off-duty, extra duty assignments for employees covered by the Agreement for such events shall be made in lieu of and take precedence before overtime assignments for special policemen/women or utilization of special policemen/women for

said events. These events, which include but are not limited to, such gatherings as Fourth of July celebration, D.S.S.D. events, Christmas Tree lighting, parades, Stamford Marathon, and similar events, which require extra duty, off-duty police personnel in conjunction with the issuance of a permit for such events by the Parks and Recreation Department or any other issuing authority, shall have police officers assigned to such events consistent with this Memorandum before any such off-duty, extra duty assignments are offered to special policemen/women. Consistent with the authority and responsibility of the Chief of Police or his designee, the determination of the number of off-duty, extra duty police personnel to be assigned will be made by the Police Department.

7. The provisions of Paragraph 1 above shall apply to all traffic control work not presently being performed by current full time special policemen/women. This work shall include, but not be limited to, street opening permits for construction, repair and/or utility work, and other traffic control functions as they become available. The Director of Traffic, consistent with his duties as set forth in the Charter of the City of Stamford (Sections C5-130-1 through 5) will make the determination as to whether or not traffic control is required at street openings, construction, repair, or utility jobs on or adjacent to City streets. The determination shall be made based upon need, reasonableness, City ordinances, state/federal law or other law/mandate and established practices.

8. The provisions of Paragraph 1 above shall apply to all other off-duty, extra duty police related work performed by the special policemen/women without regard to the employer. Effective May 22, 1995, all off-duty, extra duty work, except as provided in this Memorandum, previously performed by special policemen/women in their capacity as special policemen/women shall first be offered to members of the Association as extra duty, off-duty assignments. The terms and conditions of this paragraph restricting special policemen/women requires the City to establish new policies and regulations for the assignment of extra duty, off duty special police work and the City agrees to establish said policies and/or regulations forthwith consistent with the authority and responsibilities of the Police Chief regarding special police officers.

9. All off-duty, extra duty work covered by this Memorandum shall be assigned in accordance with Paragraph 4, Section F of the Agreement and the terms of this Memorandum.

10. This Memorandum sets forth the complete understanding of the interpretation and application of Paragraph 4, Section L of the Agreement. This Memorandum does not restrict in any way the rights of the parties to this Memorandum to file future actions under Article 23 of the Agreement in the event either party alleges that there has been a violation of the terms of this Memorandum.