



**AGENDA
ENFIELD TOWN COUNCIL
SPECIAL MEETING**

Monday, August 3, 2020 5 PM

Virtual Meeting

<https://youtu.be/cMxf6ycFWbs>

1. ROLL CALL

2. EXECUTIVE SESSION

Real Estate Negotiations

- **32 Church Street**
- **28 South River Street**
- **100 High Street**

3. NEW BUSINESS

- A. Discussion/Resolution:** Resolution to Proceed to Final Design and Referendum of the Connecticut River Access Project.

4. ITEMS FOR DISCUSSION

- A. Discussion/Resolution:** Request for Transfer of Funds for Replacement Generator for Town Hall \$100,000.
- B. Discussion/Resolution:** Request for Transfer of Funds for the Lease of 800 Enfield Street \$31,500.
- C. Discussion/Resolution:** Request for Transfer of Funds for Henry Barnard Roof Phase III \$301,340.
- D. Discussion/Resolution:** Resolution Authorizing the Town Manager to Execute a netDMR Signatory with the Connecticut Department of Energy and Environmental Protection and to Designate the Superintendent of Water Pollution Control as the authorized Subscriber.
- E. Discussion/Resolution:** Resolution Authorizing the Town Manager to Submit a Grant Application and to Enter into an Agreement with Preservation Connecticut for Hazardville Institute Parking Plan.
- F. Discussion/Resolution:** Resolution to Approve a Four Year Collective Bargaining Agreement with the Enfield Police Employees Association.
- G. Discussion:** Bond Refunding

5. Adjournment



TOWN OF ENFIELD

March 10, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Proceed to Final Design and Referendum of the Connecticut River Access Project

Councilors:

Highlights:

- The Town of Enfield received a Federal Earmark in 2009 which totals \$3,095,656 for the CT River Access Project. This project requires a 20% town match of \$773,914 for a total project cost of \$3,869,570.
- Under Federal Highway Administration rules, the funding for their projects comes with a 10-year time limit during which the preliminary design phase for each project must be completed.
- In order to comply with this rule, the Town must obtain preliminary design approval from the DOT by September 1, 2020 in order to proceed into the final design phase.
- The DOT is requesting that the Town provide a certified resolution allowing for this project to proceed into final design with the understanding that the Town may have to pay back all the Federal funds expended to date if the project were to be cancelled or not approved during referendum.
- The Town is seeking the Town Council's approval in getting the necessary funded appropriated through referendum in order to proceed into the final design and ultimately construct the project.

Budget Impact

The approval of the proposed resolution will have no impact on the Town's budget.

Recommendation:

That the Town Council adopts the attached resolution.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution to Proceed to Final Design and Referendum Vote of the
Connecticut River Access State Project No. 48-190
Federal Aid Project No. H073(001)**

WHEREAS, it is in the best interest of the Town of Enfield to proceed into final design of the Connecticut River Access Project since the preliminary design phase is set to expire on September 1, 2020 based on the Federal Highway Administration (FHWA) 10-year Preliminary Engineering (PE) Rule; and

WHEREAS, the FHWA may require the repayment of Federal-aid reimbursements for PE projects when on-site construction or right-of-way acquisition has not started by the end of the 10th fiscal year following the fiscal year when the Federal-aid funds for PE first were authorized; and

WHEREAS, the Town is required to obtain a favorable referendum vote in order to appropriate the necessary funding needed to complete the project; and

WHEREAS, the proposed design improvements enhance the safety for the traveling public in all modes for better access to the Connecticut River; and

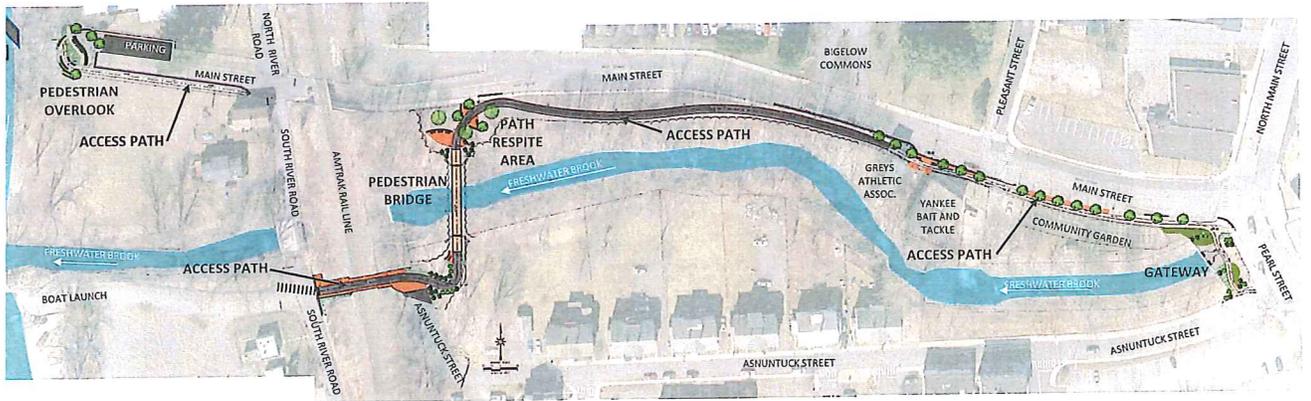
WHEREAS, these proposed improvements comply with the Town of Enfield Complete Streets Policy Core Commitment and coordinate with the plans for the South River Street Bridge Replacement Project and the future Thompsonville Transit Station; and

WHEREAS, these proposed improvements will require partial land acquisitions, to provide space for a walkway and a footbridge.

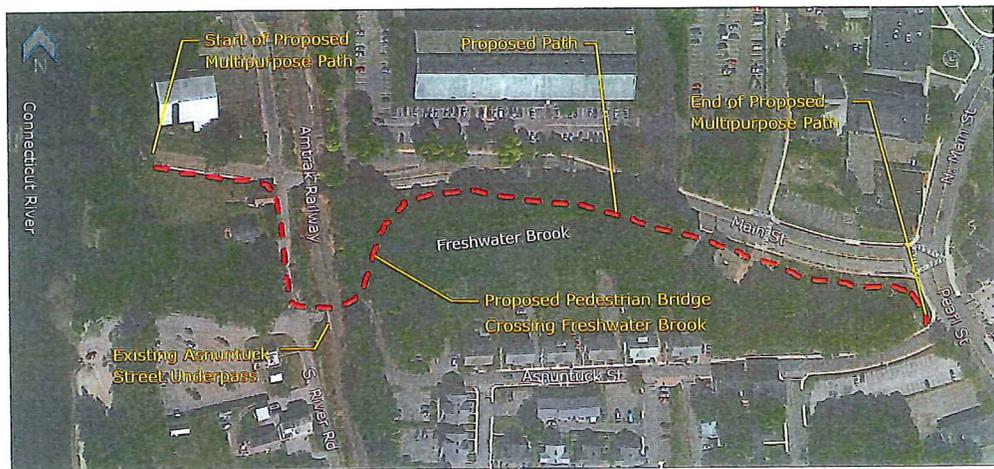
NOW THEREFORE BE IT RESOLVED, that the Town fully supports this project as designed and intends to proceed to final design of the Connecticut River Access Project and to move forward with going to referendum in order to appropriate the necessary funding needed to complete the project.

Prepared By: Community Development
Date Prepared: March 6, 2020

Proposed Plan



Location





TOWN OF ENFIELD

August 3, 2020

Honorable Members
Enfield Town Council
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Replacement Generator at Town Hall
\$100,000.**

Councilors:

Highlights:

- The Town Hall emergency generator that supports the elevator, lighting, and plug load that was made in 1970 suffered a major failure. The repair to make this emergency generator operational would not be worth the investment.
- This emergency generator is needed to ensure Town Hall's operation in the event of power outages. Without the emergency generator Town Hall would have to close during a power failure.
- DPW has installed a temporary generator at a cost of \$4,565 per month.
- The replacement generator would also address engine exhaust complaints, run on natural gas versus diesel, and operate more efficiently. The new generator will meet Tier IV emission standards.
- In the event of power failure, a natural gas emergency generator has a secure virtually limitless fuel supply that does not require personnel to continually refill.
- Remaining funds from this transfer will be used to purchase a 100 kW mobile generator for emergency use. A unit this size will adequately power 70% of our critical infrastructure greatly reducing the probability of renting. Also, deploying Town owned and operated equipment provides quicker response during emergencies versus service from external providers.

Budget Impact:

There will be no impact on the town budget.

Recommendation:

I recommend that the Town of Enfield Town Council approve the attached resolution.

Respectfully Submitted,

Donald T. Nunes, MLA
Director, Public Works

Attachments:

1. Resolution.

**ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Public Works – Buildings and Grounds

Machinery	10300340-573100	\$100,000
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FROM: Unallocated Charges

Contingency	10800092-584000	\$100,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of July 23, 2020.



John A. Wilcox, Director of Finance

7/24/2020

Date:

APPROVED BY: 

Christopher Bromson, Town Manager

7/27/20

Date:



TOWN OF ENFIELD

July 23, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer Funds for the Lease of 800 Enfield Street - \$31,500

Councilors:

Highlights:

- 800 Enfield Street, known as Enfield Express, is being used for drive through tax collection services and has been popular.
- The Town Council authorized the Town to enter a lease agreement for 800 Enfield Street.
- The lease agreement was entered into after the FY21 budget was adopted.
- The lease amount for FY21 is \$31,500.

Budget Impact:

This transfer will not impact the FY21 budget.

Recommendation:

I recommend that the Town Council approve the attached resolution.

Respectfully Submitted,

John A. Wilcox
Director of Finance

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Public Works – Buildings and Grounds

Rental – Land/Buildings	10300340-544100	\$31,500
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FROM: Unallocated Charges

Contingency	10800092-584000	\$31,500
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CERTIFICATION: I hereby certify that the above-stated funds are available as of July 23, 2020.



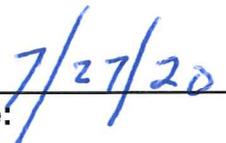
John A. Wilcox, Director of Finance



Date:

APPROVED BY: 

Christopher Bromson, Town Manager



Date:



TOWN OF ENFIELD

July 24, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds to Replace a Portion of the Henry Barnard School Roof Phase III

Councilors:

Highlights:

- The Enfield Facilities Committee has determined that it is necessary to replace the roof on the Henry Barnard School.
- The project was broken into phases to complete. Phase 1 was completed in the fall of 2018. Phase 2 was completed in the fall of 2019.
- The Town Council passed resolution 5404 authorizing expenditure of \$301,340 project on March 2, 2020.
- The State of Connecticut has approved the and will fund approximately 70% the project.

Budget Impact:

This transfer will increase FY21 expenses by \$88,263.

Recommendation:

I recommend that the Town Council approve the attached resolution.

Respectfully Submitted,

John A. Wilcox
Finance Director

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

GENERAL FUND

FROM:

10040000-499000 \$ 88,263
General Fund Revenue – Appropriated Fund Balance

TO:

10800092-593010 \$ 88,263
General Fund - Unallocated-Transfers to
Capital

GRANT FUNDED PROJECTS

FROM:

31104000-460984 \$213,077
Revenue Grant Funded Projects –Barnard School Roof

TO:

31108745-545000 \$301,340
Grant-Barnard-School Roof – Construction
Services

31104000-488001 \$ 88,263
Revenue Grant Funded Projects – General Fund
Transfers In

CERTIFICATION: I hereby certify that the above-stated funds are available as of July 24, 2020.


John A. Wilcox, Director of Finance

APPROVED BY:  _____ **Town Manager**

Date: 7/27/20



TOWN OF ENFIELD

July 22, 2020

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Execute A netDMR Signatory Authorization with the Connecticut Department of Energy & Environmental Protection and To Designate the Superintendent of the Water Pollution Control Facility as the Authorized Subscriber

Councilors

Highlights:

- The Town is required to submit regular monthly compliance reports for the Water Pollution Control Facility (WPCF) to the Connecticut Department of Energy & Environmental Protection (DEEP).
- These reports may be filed and signed electronically through DEEP's netDMR system. The reports may only be filed by an authorized subscriber designated by the Town.
- The WPCF currently has only one employee authorized to submit reports. Former Superintendent Schlatz, was previously the second authorized subscriber.
- The Department of Public Works is requesting that the Council authorized the Town Manager to designate the new WPCF Superintendent Todd Matthewson as an additional authorized subscriber.

Budget Impact:

There is no budget impact.

Recommendation:

It is recommended that the Town Council approve the attached resolution.

Respectfully Submitted,

Donald Nunes
Director of Public Works

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Execute A netDMR Signatory Authorization with the Connecticut Department of Energy & Environmental Protection and to Designate the Superintendent of the Water Pollution Control Facility as the Authorized Subscriber

WHEREAS, the Town is required to submit regular compliance reports for the Water Pollution Control Facility to the Connecticut Department of Energy & Environmental Protection (DEEP); and

WHEREAS, the DEEP has established the netDMR system to facilitate electronic filing of such compliance reports; and

WHEREAS, use of this system requires the Town Manager to complete a signatory authorization form and designate a subscriber to submit and electronically sign reports.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager to sign the DEEP signatory authorization form and to designate Water Pollution Control Facility Superintendent Todd Matthewson as the authorized subscriber.

Prepared by: The Department of Public Works
Date Prepared: July 22, 2020



TOWN OF ENFIELD

July 23, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Submit an Application and to Enter into an Agreement with Preservation Connecticut for a Vibrant Communities Initiative Grant Funds for a Community/Historic Action Plan

Highlights:

- Preservation Connecticut is seeking grant applications of up to \$50K from municipalities, possibly in partnership with local developers or non-profit organizations, for Grant Support in their effort to produce action plans for underutilized cultural and historic assets in their communities.
- The Town, in partnership with the Hazardville Institute Conservancy Society, is seeking a grant of up to \$50K to hire a consultant team to prepare a parking study (assessment/design) and re-use plan of the facility in order to determine the parking need, location and also identify potential tenants in order to assist in the revitalization of this historic structure.
- In order for the Hazardville Institute to be opened and utilized by a professional tenant and for community/museum space, there needs to be a locally approved parking plan. Currently there is no parking for the building.
- As part of this plan, the Town will work with the Conservancy and other stakeholders who reflect community interests and specifically schedule meetings to report findings to the general public.

Budget Impact:

There is no budget impact.

Recommendation:

The Office of Community Development recommends that the Town Council adopt the attached Resolution.

Respectfully Submitted,

Nelson Tereso
Office of Community Development

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Submit an Application
and to Enter into an Agreement with Preservation Connecticut for a Vibrant
Communities Initiative Grant Funds for Community Historic Action Plans**

RESOLVED, that Christopher W. Bromson, Town Manager, is empowered to execute and deliver in the name and on behalf of this municipality an application for a Targeted Grant for FY 2021 and a contract with the Preservation Connecticut for a Vibrant Communities Initiative Grant subject to review and approval of the Town Attorney.

Prepared by: Nelson Tereso, Office of Community Development
Date Prepared: July 22, 2020



TOWN OF ENFIELD

July 17, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to approve a four-year collective bargaining agreement with the Enfield Police Employees Association (Police Union)

Councilors:

Highlights:

- On May 31, 2018, contract negotiations for a successor contract commenced between the Enfield Police Employees Association (Police Union) and the Town of Enfield.
- The Police Union represents 95 employees.
- The contract calls for a 0% wage increase for FY18-19. Three (3 %) wage increases for FY 19-20 and FY 20-21 and a two and one-quarter (2.25%) wage increase for FY 21-22.
- The employee's premium share for health insurance will increase to 17% on July 1, 2021 and language added to comply with the "Wellness Program" or pay an additional 2% increase.
- The Union ratified these contract changes on July 17, 2020 by a vote of 74-4 in favor.
- The Union agreed to fund just over two-thirds their pension proposal by increasing their pension contribution from 7% to 8%.
- To meet the 10-day posting process, this proposed new contract has been posted online on the Town's website under Human Resources and posted with the Town Clerk.
- To meet the statutory deadline, the Town Council must act on this contract by August 3, 2020 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The estimated increase to the budget over a four-year period is \$604,084 dollars or averaged to 1.92% annually and the Finance Director has factored these increases in the current budget.

Recommendation:

That the Town Council approve the attached Resolution.

Respectfully Submitted,

Steven V. Bielenda, Esq.
Director of Human Resources

Attachments:

1. Resolution
2. New Contract (with revisions)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to approve a four-year collective bargaining agreement with the Enfield Police Employees Association (Police Union)

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the Enfield Police Employee's Association dated July 1, 2018 through June 30, 2022.

Date Prepared: July 17, 2020

Prepared by: Steven Bielenda

~~AGREED UPON LANGUAGE~~
between
THE TOWN OF ENFIELD, CONNECTICUT
and
ENFIELD POLICE EMPLOYEES ASSOCIATION LOCAL #798, COUNCIL #15
~~AMERICAN FEDERATION OF STATE, COUNTY~~
~~AND MUNICIPAL EMPLOYEES - AFL-CIO~~

July 1, 20138 - June 30, 201722



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PREAMBLE

This Agreement, entered into by the TOWN OF ENFIELD, CONNECTICUT, hereinafter referred to as the EMPLOYER, and ~~ENFIELD POLICE EMPLOYEES ASSOCIATION LOCAL #798, CONNECTICUT COUNCIL OF POLICE UNIONS #15, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO~~, hereinafter referred to as the UNION, has, as its purpose, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining for the establishment of salaries, wages, hours and other conditions of employment for all sworn police officers of the Enfield Police Department up to and including the rank of Lieutenant. Animal Control Officers employed by the Town of Enfield shall also be included.

SECTION 1A. The parties expressly acknowledge that the positions of Chief of Police, Deputy Chief and Captain(s) are excluded from the bargaining unit represented by the Union.

SECTION 2. The term "employee" or "employees" as used in this Agreement shall mean any and all sworn Police Officers of the Enfield Police Department up to and including Lieutenants, and unless expressly specified to the contrary, herein, shall also include Animal Control Officers.

SECTION 3. There shall be a probationary period from the commencement of employment until six (6) months after satisfactory completion of the Field Training Program for newly appointed employees provided that such probationary period not exceed eighteen (18) months, nor be less than twelve (12) months. This shall not preclude a probationary employee from moving to the next pay step following the probationary rate on his/her anniversary date. The probationary period for all promotions shall be six (6) months.

ARTICLE 2 - UNION SECURITY

SECTION 1. All present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union, in good stature thirty (30) days after the signing of the Agreement. All future employees shall be required to become and remain members of the Union six (6) months after their appointment to the Enfield Police Department. The Employer agrees to inform all applicants to the Enfield Police Department of this condition of employment. The Union agrees to provide the necessary membership

and dues deduction forms.

ARTICLE 3 - DUES CHECK-OFF

SECTION 1. The Employer agrees to deduct Union membership initiation fee and weekly dues from the pay of those employees who individually request in writing that such deduction shall be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union by the last Friday (pay day) of the current month, after such deductions are made.

ARTICLE 4 - HOURS OF WORK

SECTION 1. The work period shall consist of five (5) consecutive workdays between days off as defined in Section 3. Employees shall be compensated a minimum of forty (40) hours per week for their regularly scheduled work week, unless all or part of the work week is charged to an unpaid leave of absence.

SECTION 2. The normal scheduled shifts, inclusive of roll-call, rest period, meal period and debriefing reports prior to the end-of-duty hours, shall encompass the following schedule:

1st shift 0700-1500/0800-1600

2nd shift 1500-2300/1600-2400

3rd shift 2300-0700/2400-0800

The Employer may revise and establish additional shifts according to the needs of the Dept.

SECTION 2A. The normal schedule for part-time Animal Control Officers shall be mutually agreed upon by the Town and the Union. The Town may revise and establish additional hours according to the needs of the Department.

SECTION 3. The work schedule for all employees except those employees in Administrative Positions shall consist of a cycle of five days of work followed by two days off, followed by five days of work, followed by three days off, after which the cycle shall be continuously repeated with the result that employees shall continuously receive alternating days off of two days and three days after each five day work period.

Provided, however, to fulfill the needs and requirements of the department, the Chief of Police may designate certain positions as "Administrative Positions." The days of work, shift hours and days off applicable to said, "Administrative Positions," shall be determined by the Chief of Police and shall be subject to bid. No employee in an "Administrative Position" shall be scheduled to work in excess of five days in a work week. Detectives in Administrative Positions who are regularly scheduled to work a shift on a weekend, may once per month, subject to the needs of the Department, swap a weekday off in the same work week for the

normally scheduled shift on the weekend. No more than one Detective normally scheduled to work the scheduled weekend shift may swap in the same week.

SECTION 4. Employees shall have the right to bid by seniority available hours of work on regular shifts as posted. Patrol assignments shall also be bid by seniority. Such bid availability shall be posted at least four (4) weeks prior to being effective.

- a. Spares shall be assigned on regularly scheduled shifts to particular beats or duties by their commanding officer on a daily basis.
- b. Employees who fail to bid their shift preferential, as available, prior to the effective date of any such bid, shall be assigned to a particular shift by the Chief of Police or his designee.

SECTION 4A. The Town reserves the right to adjust the assignment and/or work hours of a member in the event the member is put in a position of directly supervising or being directly supervised by a Spouse or a Parent, Grandparent, Sibling or Child of the member or the parent, sibling, or child of the employee's spouse. Such adjustment may be made to either or both of the employees and such adjustment will be made without regard to other applicable articles of this agreement. Any adjustment made in accordance with this article will not impact the bidding rights and scheduling of a more senior member. (The officer being moved cannot displace a more senior member from their place on the work schedule.) This is not intended to limit or preclude a member from working a short-term assignment such as extra-duty or an overtime shift when the other such employee may also be working at the same time in a supervisory or other capacity.

SECTION 4B. New graduates of the FTO program are excluded from the bid process for two full bids plus the partial bid when they complete the FTO program. These new graduates will be assigned to a shift by Management during the aforesaid period that they are exempt from the bid process. Said exempt new graduates will still be subject to being "forced," if needed, similar to any other officer.

SECTION 5. The duration of the assignment, subject to bid, shall be a maximum of fifteen (15) weeks, and said duration shall be posted at the time the assignments are bid. The duration time may be extended by mutual agreement between the Town and the Union. If additional assignments are established prior to the duration posted at the time of bid, the bid shall be reopened on posting of the additional assignment. Bids will take effect the first Sunday at 0000 hours in each bid period. Two consecutive fifteen week bid periods will be bid simultaneously.

SECTION 6. The positions of Full Time Animal Control Officer shall be designated to be an "Administrative Position".

SECTION 7. Officers may return to their work stations fifteen (15) minutes before the termination hour of

their shift, if work demands permit, for the purpose of preparing reports, notifying oncoming officers of any beat conditions, and to notify the supervisor of any unusual occurrences they may have encountered during their shift.

SECTION 8. An employee shall be required to work on his regularly scheduled day off only in the case of an emergency, which is defined as a situation that cannot be anticipated by at least four (4) hours.

- a. It is understood that the normal conditions resulting from formal parades, vacations, and elections do not constitute emergency.

SECTION 9. SHIFT ASSIGNMENTS: Employees may exchange shift assignments ("swaps") with other employees by mutual agreement and advance notice of eight (8) hours to the Captain or his/her designee.

Swaps between 2 employees shall be permitted subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town of Enfield.

The employee requesting the swap will do so in writing and both employees will provide their signature to acknowledge their obligations regarding the same or on a recorded line to the Captain or his/her designee.

There will be a limit of two swaps per employee per month within the same bid period. Partial swaps are prohibited: employees must swap their shift assignments in full increments, unless authorized by the Chief or designee.

No swaps during the months of April, May or June, unless authorized by Chief or designee. Members may swap during this period, if benefit time was denied or member does not have any benefit time available.

ARTICLE 5 - RATES OF PAY

~~**SECTION 1.** Effective sixty (60) days after the award in case SBMA No. 2003 MBA 33 becomes final and binding the patrol classification will be reduced from eight (8) steps to seven (7) steps, dropping the probationary step, per Appendix A.~~

SECTION 1A. Effective July 1, 1990 all employees who maintain their status as Emergency Medical Technicians (EMT's) shall be paid a sum of two hundred fifty dollars (\$250.00). Effective July 1, 1993, this sum shall increase to three hundred dollars (\$300.00). This money shall be paid in one lump sum the first pay period of December 1990 and each December of each fiscal year thereafter.

~~**SECTION 2A-** Effective ~~June 30, 2014~~ July 1, 2018, all rates of pay on the pay plan ~~with the exception of the Animal Control Officer (ACO) shall receive a \$3,000.00 increase as an adjustment in pay. The ACO shall~~~~

~~receive a \$500.00 increase as an adjustment in pay. The new rate does not take effect until the 2% annual rate of pay increase on July 1, 2013 and 2% annual rate of pay increase on July 1, 2014 are factored into the new hourly rate in effect on June 30, 2018 shall remain in effect.~~

SECTION 2B- Effective and retroactive to July 1, ~~2013~~2019, all rates of pay on the pay plan in effect ~~after the salary adjustment in 2A on June 30, 2019~~, shall be increased by ~~two~~three percent (~~2.03.0%~~).

SECTION 2C- Effective and retroactive to July 1, ~~2014~~2020, all rates of pay on the pay plan in effect on June 30, ~~2014~~2020, shall be increased by ~~two~~three percent (~~2.03.0%~~).

SECTION 2D- Effective July 1, ~~2015~~2021, all rates of pay on the pay plan in effect on June 30, ~~2015~~2021, shall be increased by two and one quarter percent (~~2.02.25%~~).

[NOTE: Per past practice, retroactive GWI applies to base and overtime, but not extra duty.]

SECTION 2E- ~~Effective July 1, 2016, all rates of pay on the pay plan in effect on June 30, 2016, shall be increased by two percent (2.0%).~~ Effective and retroactive to July 1, 2019, and before calculation of the general wage increase provided for in Section 2B above, the following ranks will receive the indicated one-time bump in annual pay: Detective, one thousand five hundred dollars (\$1,500); Sergeant, two thousand dollars (\$2,000); Lieutenant, two thousand five hundred dollars (\$2,500).

SECTION 3. Salary step increases for newly hired or promoted employees shall be based upon anniversary date of employment or promotion.

SECTION 4. All regular employees requested to work in a classification higher than his own shall be paid the salary for the higher classification. The following procedure shall apply:

- a. The period of work shall be a minimum of eight (8) hours.
- b. Pay shall be at the rate of the beginning step of the higher classification, or the next step of the employee, whichever is the larger.
- c. Application of this Section shall be to the temporary rank of Detective, Sergeant, or Lieutenant, no rank above, on official replacement only.

SECTION 5. Effective January 1, 2007 all employees will be paid through direct deposit and will furnish the Finance Department with the necessary information to arrange for said deposit.

SECTION 6. Employees hired after July 1, 2009 who are certified police officers prior to their employment with the Town, will be given credit for each full year of full time police experience, up to seven (7) years, that they had before their employment with the Town. For each year of credit they will advance one step on the patrol officer pay plan in Appendix A. The maximum rate of pay a patrol officer may start at is Step 7 of the pay plan. This credit does not apply to seniority or any other benefit under the contract. For purposes of this section, any employee that meets the above requirements will be applied retroactively to July 1, 2013.

ARTICLE 6 - OVERTIME

SECTION 1. Effective upon the issuance of the arbitration award for Case No. 2003-MBA-33, an employee required to work in excess of eight (8) hours per day, in excess of his/her scheduled eight (8) hour shift or in excess of his regularly scheduled work week, shall receive time and one-half (1 ½) for such overtime work.

SECTION 1A. Part-time Animal Control Officers shall receive time and one-half (1 ½) of their regular rate of pay for hours worked in excess of forty (40) hours in one week.

SECTION 2. All overtime assignments must be authorized in advance by the Chief of Police or his designee.

SECTION 3. In all overtime assignments, regular full time members of the Department shall be given preference. All overtime, except for that specified in Section 5, shall be allocated by means of a computer tally list bearing the names of employees who have indicated their desire for overtime work. Said tally sheet shall be maintained by the Chief of Police or his designated agent and he shall keep an on-going count of overtime hours charged and overtime hours worked, provided that no employee shall be charged for overtime that is less than two (2) hours in duration. As overtime becomes available, it shall be offered on a rotation basis starting with the employee with the least number of hours charged. The computer tally list shall be started by seniority in each division and classification beginning with all overtime assignments scheduled for July 1 or thereafter of that year. The number of hours charged on the tally list begins with zero (0) hours. Officers on benefit days shall be offered overtime but shall not be charged if declined. Officers on days off in conjunction with five or more benefit days shall be offered overtime but shall not be charged for same if declined. Employees on Military Leave or off-duty illness/injury shall not be charged. Employees that have accepted overtime and now wish to cancel said overtime must provide a minimum of two (2) hour notice.

SECTION 4. New employees shall be eligible for overtime work upon completion of the Connecticut Municipal Training Academy except as provided in Section 5.

SECTION 5. All overtime shall normally be on a voluntary basis except:

- a. Where there is a declared emergency by the Town Manager or the Chief of Police.
- b. Where such overtime is contiguous with the initial and terminal hours of the employee's shift.

- c. Where the Town is unable to fill its overtime schedule, in which case the least senior employee who has completed the Connecticut Municipal Training Academy will be required to work overtime, provided that such overtime work will not result in the employee's working in excess of sixteen (16) consecutive hours.
- d. Probationary employees who have not yet completed their training at the Connecticut Municipal Training Academy may be required to work overtime for unforeseen and unanticipated incidents, such as but not limited to, a national disaster, civil disobedience or labor dispute when the Town is unable to fill overtime needs with officers who volunteer for said overtime.

ARTICLE 7 - CALL TIME

SECTION 1. Employees who may be required to return to work duty to perform overtime duties on a regular working day, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, shall be paid not less than two (2) hours of pay at time and one-half (1 ½). For the purpose of this section, a regular working day shall be an entire twenty-four (24) hour period commencing at midnight during which the employee is scheduled for a regular tour of duty.

SECTION 1A. ~~Effective upon issuance of the arbitration award for Case No. 9192 MBA 343,~~
~~employees~~Employees required to appear in their official capacity in court or work related hearings due to Department related cases outside of their regularly scheduled work hours, shall be paid at time and one-half (1 ½) for this time per Article 6 or Article 7, whichever applies. Part-time Animal Control Officers shall be compensated for this time in accordance with Article 6.

SECTION 2. The full time Animal Control Officer reporting for call or duty after regularly scheduled hours shall receive a minimum of two (2) hours regular compensation at time and one-half (1 ½).

SECTION 3. ~~Employees "on call" shall be paid \$200.00 for each calendar week on such status. The~~
Detective and Traffic Officer who are "on-call" shall be paid five (5) hours of overtime (time and one-half (1 ½)) for each seven (7) day block the employee is "on call." Only one detective and one traffic officer shall be "on call." The on-call detective/traffic officer shall only be required to respond when there is no detective or traffic officer, respectively, working. Otherwise, any additional need for a detective(s) or traffic officer(s) shall be filled off the overtime list unless the need cannot be filled off said list in which event the least senior detective or traffic officer will be forced in.

SECTION 4. Employees shall be paid time and one-half (1 ½) from receipt of the call until the employee returns home. “On call” employees shall respond as soon as possible but no later than within two (2) hours of receipt of the call. Employees shall be provided the option of a take home vehicle for the “on call” week under current practice.

SECTION 5. Identification of the “on call” week shall be under the current practice for each division which currently has “on call” employees.

SECTION 6. (a) If an employee is on a regular day off, or a benefit day and an emergency arises as defined in the collective bargaining agreement, and the employee receives a voicemail message from a department supervisor or supervisory designee directing the employee to return the call, the employee will return the call within two hours of the delivery of the voicemail message. Employees will be exempted from the two-hour return-call requirement in the event of an out of state travel, in-state vacation of one work week or more, military leave, bereavement leave, or FMLA status. Additional exemptions, of a reasonable nature, will be granted on a case-by-case basis as approved by the on-duty supervisor.

(b) If an employee is on their normal roster working day and receives a voicemail message from a department supervisor or supervisory designee directing the employee to return the call, the employee will return the call within two hours of the delivery of the voicemail message.

ARTICLE 8 - TRAINING

SECTION 1. All department scheduled training shall be considered as hours worked and any training in excess of forty (40) hours in a work week shall be compensated at time and one-half (1 ½).

SECTION 2. An employee(s) shall have their hours and days of work scheduled or rescheduled as required according to the needs of the training assignment, provided that employees are notified of any changes of the hours of work or days off at least forty-eight (48) hours (exclusive of normally scheduled time off), in advance of such training assignment.

ARTICLE 9 - HOLIDAYS AND VACATIONS

SECTION 1. Paid holidays shall be allowed for all regular employees of the Enfield Police Department and will not have to be earned before using said holiday. These holidays shall include the following:

- a. New Year’s Day
- b. Martin Luther King Day
- c. Lincoln’s Birthday

- d. Washington's Birthday
- e. Good Friday
- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Veterans' Day
- k. Thanksgiving Day
- l. Christmas Day
- m. The birthday of all regular employees shall be included as an annual paid holiday commencing July 1, 1971.
- n. In the event of an unforeseen National or State holiday and it is declared by the Town Manager as such and is, in fact, celebrated by the Town, each employee shall be entitled to the holiday in addition to the total holidays provided for in Section 1.
- o. Effective April 16, 1991, any employee who works on one of the following holidays shall be paid time and one-half (1 ½) his/her regular rate of pay for the hours worked on said holiday:
Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day.
Effective upon the issuance of the binding arbitration award for Case No. 9192-MBA-343, any employee who works on one of the holidays listed as a. through l. in this section shall be paid time and one-half (1 ½) his/her regular rate of pay for the hours worked on said holiday. Any employee who works on a holiday shall be allowed to take the holiday at another time of his/her choosing.
Effective upon issuance of the arbitration award for Case No. 9192-MBA-343, whenever an employee is required to work on one of the holidays specified in Section 1, subsections a. through l., and such work was not part of the employee's scheduled hours of work, s/he shall be compensated at two (2) times his/her regular rate of pay (2x base hourly rate) for such hours worked.

SECTION 1A. Effective July 1, 1985, those employees who work the five-two, five-three schedule shall be permitted to take eleven (11) paid holidays in any fiscal year, forfeiting Lincoln's birthday and the Employee Birthday without any compensation in lieu thereof. If an employee on the 5-2, 5-3 schedule works on Lincoln's Birthday or his/her own birthday, s/he shall not receive the premium pay or additional day off provided under Sections 1.0, and 1.0 (1) above.

SECTION 1B. Effective July 1, 1984, the Union agrees to allow the Town to give other Town employees the day after Thanksgiving off without seeking compensation.

SECTION 2. In the event of the death of an employee, the spouse and/or designated beneficiary of the

employee shall receive compensation for any earned but unused holidays.

SECTION 3. In the event an employee retires, he shall be compensated for any earned but unused holidays at the time of retirement as severance pay.

SECTION 4. Effective upon the date of vacation selection for the fiscal year beginning July 1, 1985, members shall be allowed the following vacation periods during each fiscal year at basic straight time pay:

- a. At least 1 year but less than 5 years, 10 work days of vacation earned per fiscal year.
- b. At least 5 years but less than 12 years, 15 workdays of vacation earned per fiscal year.
- c. At least 12 years but less than 20 years, 20 workdays of vacation earned per fiscal year.
- d. 20 or more years, 25 workdays of vacation earned per fiscal year.

SECTION 4A. Vacation entitlement in any vacation year shall be determined by the years of service an employee has on his anniversary date.

SECTION 4B. Effective July 1, 1985 employees working in Administrative Positions shall be allowed the following vacation periods during each fiscal year at basic straight time pay:

- a. At least 1 year but less than 5 years, 15 work days of vacation earned per fiscal year.
- b. At least 5 years but less than 12 years, 20 workdays of vacation earned per fiscal year.
- c. At least 12 years but less than 20 years, 25 workdays of vacation earned per fiscal year.
- d. At least 20 years, 30 workdays of vacation.

SECTION 5. In the event of the death of an employee, the spouse and/or designated beneficiary of the employee shall be compensated for any earned but unused vacation time the employee may have.

SECTION 6. In the event the employee retires, he shall be compensated for any earned but unused vacation time as severance pay on a monthly pro rata basis. An employee shall retain his right to use his full annual vacation allotment notwithstanding subsequent retirement during the fiscal year provided he complies with the bid and prior approval provisions of Section 8 of this Article of the collective bargaining agreement. The Town will not seek compensation, reimbursement, or repayment of vacation time used by an employee with prior approval. Compensation for this Section and Section 5 shall be at the employee's current rate of pay.

SECTION 7. In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his sick leave, providing a doctor's certificate verifying illness and period of illness is presented.

SECTION 8. The bid calendar shall be made available in the first week of the month prior to the effective date of the bid period. Vacations, paid holidays and shifts shall be bid and slips submitted by seniority before the end of the one month bid periods. Vacation and Paid Holiday will be approved or denied not later than 30 days before requested time off.

- a. Separate vacation bid calendar shall be prepared for the following and employees shall be approved their vacation time as specified within 15 days of closing of the bid. Vacation shall be granted before paid holiday during bidding process.

Traffic 1 man	Patrolmen 6 men
Juvenile 1 man	Sergeants 1 man
Detectives 1 man	Lieutenants 1 man

Employees shall have the right to select their vacation dates in accordance with seniority, but shall not schedule vacation that shall create an overtime expenditure in providing such leave of absence. The Town shall employ its best efforts to accommodate the employee's vacation. Employees may have their scheduled vacation canceled due to an emergency situation and such emergency is so declared by the Town Manager. An exception shall prevail as to accommodate overlapping conditions not to exceed one (1) or two (2) days, one extra man from each unit shall be allowed off.

- b. Vacation shall be scheduled between the normal days off of the covered employees.
- c. In the cases of personal emergency, a man shall be allowed to change his vacation time from the original bid to a new time to cope with said emergency if such new time is available.
- d. In the event an employee wishes to change his bid vacation time and the alternate vacation time is open, the employee shall be allowed to change his bid vacation time. Changes must be made at least two (2) weeks in advance.
- e. Vacations and five (5) or more paid holidays shall be bid for each of the two consecutive 15 week bid periods commencing in accordance with Article 4 section 5.
- f. Vacations are not cumulative and must be taken prior to June 30th of each fiscal year unless otherwise approved by the Chief.

SECTION 9.Recruitment Benefit Day. Any current officer in his or her official or unofficial capacity that successfully recruits another to join the department and the recruit successfully completes the new hire probationary period will be entitled to one (1) benefit day. This benefit day is limited to one (1) benefit day per fiscal year regardless of how many officers he or she recruited for that fiscal year.

ARTICLE 10 - INSURANCE

SECTION 1.Effective within sixty (60) days following the date this contract becomes final and binding, the town shall provide the following insurance programs for those employees and their eligible dependents that choose to enroll in such insurance programs.

The Town shall provide health insurance coverage for all bargaining unit members exclusively through a

High Deductible/Health Savings Account plan (“HSA plan”) as set forth in Appendix F-E (See attached). In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. For the 2014-2015 and 2015-2016 contract years, the full amount of the Town’s contribution toward the deductible will be deposited in the HSA accounts on or before July 15th. Effective 2016-2017 contract year, one-half of the Town’s contribution toward the deductible will be deposited into the HSA accounts on or before July 15th and the remaining one-half will be deposited in the HSA accounts on or before January 15th.

The parties acknowledge that the Town’s HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for actively employed bargaining unit members.

Employees who retire before age 65 may elect to continue with their health insurance under the same terms of the contract at the time of their retirement, with the Town paying thirty-five percent (35%) of the cost of retiree coverage for the retiree, only, regardless of coverage tier. If a retiree elects to stay with the Town’s health insurance, or opts in after having retired without continuing coverage, then the Town will continue to pay said 35% of single coverage and fund 50% of the retiree’s HSA deductible amount based on the actual coverage, as outlined in the health insurance plan. However, once the retiree reaches age 65, the Town shall have no obligation to make any HSA contribution.

Nothing in this provision shall change the terms already afforded to retirees under Article 10, Section 4 of this contract.

SECTION 2. The employee premium contribution (pursuant to IRS Sec. 125) through payroll deduction for the benefits provided under Appendix F-E shall be:

~~Effective July 1, 2013, bargaining unit members shall be required to contribute fourteen (14%) of the cost of his or her insurance coverage through payroll deductions.~~

~~Effective July 1, 2014, bargaining unit members shall be required to contribute fourteen (14%) of the cost of his or her insurance coverage through payroll deductions.~~

Effective July 1, ~~2015~~2018, bargaining unit members shall ~~be required~~continue to contribute ~~fourteen~~fifteen percent (~~14~~15%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, ~~2016~~2021, bargaining unit members shall be required to contribute ~~fifteen~~seventeen percent (~~15~~17%) of the cost of his or her insurance coverage through payroll deductions, plus an additional two percent (2%) if employee, only, fails to comply with the “Wellness Program” requirements described in Appendix F.

SECTION 3. Effective upon the issuance of the arbitration award for Case No. 2003-MBA-33, the Town agrees to provide and pay for a life insurance policy in the amount of \$50,000 for all employees covered by this Agreement. Any employee who retires on or after July 1, 1987 shall be provided with a life insurance policy paid by the Town in the amount of \$5,000 effective July 1, 1988.

SECTION 4. Effective July 1, 1974, retired employees shall receive Blue Cross 65 and Blue Shield 65, if eligible. Effective on the date of the arbitration award in Case No. 8990-MBA-120, the Town will continue to contribute up to three thousand dollars (\$3,000) per year pay one hundred percent (100%) toward the premium costs, for retirees only, for such health insurance coverage as may be provided by the Town to active employees in the bargaining unit, for employees retiring on or after such date and their spouses. Spouses, however, can elect to enroll in this coverage at cost. No such contribution shall be made if other insurance coverage is available or becomes available to the employee through another employer or through his/her spouse’s employer or through Medicaid/Medicare. Such contributions shall continue for life, so long as the employee demonstrates that no such other coverage is available to the employee.

SECTION 5. Accidental Death and Dismemberment (Off-Duty). This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage.

For loss of: Life	\$30,000
Both hands, both feet, or sight of both eyes	\$30,000
Any combination of foot, hand, or sight of one eye.	\$30,000
One hand, one foot, or sight of one eye	\$15,000

SECTION 6. Weekly Income Insurance. All employees shall be covered by the Town’s Weekly Income

Insurance in the event the employee becomes totally disabled as a result of non-occupational injury or sickness. Said employee shall receive a weekly disability of one hundred and fifty (\$150.00) dollars per week for a maximum of thirteen (13) weeks under the provisions of the insurance contract currently in effect.

SECTION 7. An employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive a minimum amount of \$500.00 or one-quarter of the premium share paid by the Town for the Blue Cross PPO plan whichever is greater on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding 12 months during which the Town was not required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the Town's insurance program shall be permitted on the first day of January, April, July or October.

SECTION 8. The Town may from time to time change the carriers for any of the foregoing insurance provided that the benefits shall be equivalent or better than those provided in the above referenced coverages.

ARTICLE 11 - SICK LEAVE PROGRAM

SECTION 1. Employees hired prior to April 1, 1996 shall accrue sick leave without limit. Employees hired on or after April 1, 1996 shall accrue sick leave to a maximum of 120 days. Employees may be entitled to use sick leave with full pay as has accrued to their credit pursuant to the following provisions.

SECTION 1A. Employees shall not be entitled to sick leave with pay prior to the satisfactory completion of his/her probationary period.

SECTION 1B. Accrual of sick leave

- a. A new employee shall receive no sick leave credits until satisfactory completion of the Connecticut Municipal Training Academy, however, such employee shall accrue sick leave at the annual rate of ten (10) days to be credited upon satisfactory completion of the Connecticut Municipal Training Academy.
- b. An employee with more than one year, but less than five years of continuous service, shall receive ten (10) sick leave days per year.
- c. An employee with five (5) or more years of continuous service shall receive twelve (12) sick leave days per year.
- d. An employee with ten (10) or more years of continuous service hired before the issuance of the award in SBMA case no. 2003-MBA-33 shall receive fifteen (15) sick leave days per year.
- e. Sick leave shall be accrued on a monthly basis commencing with the employee's anniversary date of

employment.

SECTION 2. Sick leave shall be defined as time off the job because of:

1. Personal illness
2. Physical incapacity
3. Enforced quarantine
4. For illness or physical incapacity in the employee's immediate family requiring employee's personal attendance.

SECTION 3. Employees shall inform the Commanding Officer or Superior Officer on duty, whichever is appropriate, of their need to be absent at least ~~one and one-half~~ two (2) hours prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful as a result of illness, injury or disease.

SECTION 4. Before any sick leave compensation is paid, the Town may request, and is entitled to receive from an employee who has been absent more than three (3) days in succession, a certificate signed by a competent physician or other medical attendant, certifying to the fact that the absence was in fact due to sickness and not otherwise. The Town also reserves the right to have an examination made at any reasonable time of any person claiming absence by reason of sickness; such examination may be made when the Town deems the same reasonably necessary to verify the sickness claimed and may be made on behalf of the Town by any competent person designated by the Town. This shall not preclude the Town from taking other appropriate action in cases where there is abuse of sick leave.

SECTION 5. There shall be maintained by the Enfield Police Department a record of each employee of all sick leave taken and accumulated.

SECTION 6. A. An employee hired prior to April 1, 1996, upon retirement, shall receive on the basis of his current wages, full compensation for any unused accumulative sick leave as severance pay, in accordance with Section 1 of this Article, not to exceed one hundred and twenty (120) days. B. An employee hired on or after April 1, 1996 shall receive on the basis of his current wages, full compensation for any unused accumulative sick leave as severance pay, in accordance with Section 1 of this article, not to exceed seventy five percent (75%) of his accrual, to a maximum of 75% of one hundred and twenty days (120) days.

SECTION 7. In the event of an employee's death, his spouse and/or designated family member shall receive, on the basis of the employee's current wages, full compensation for any of the employee's sick leave accumulation, in accordance with Section 1 of this Article, not to exceed one hundred and twenty (120) days.

SECTION 8. Employees on authorized sick leave shall be considered sick from the time of notification through the effected day. Employees shall not work overtime or extra work for eight (8) hours commencing from the completion of their scheduled shift on which they called in sick.

SECTION 9. Employees shall provide a physician's certificate to the Employer confirming nature and duration of illness or injury for any absence of three (3) days duration or longer upon request.

SECTION 10. Employees shall not be required to provide to the Employer a physician's certificate for the first five (5) one (1) day absences in any fiscal year; however, thereafter, a physician's certificate shall be required for any absence resulting from sickness or injury during such fiscal year upon request.

SECTION 11. Employees, may at their option, use vacation credits or holiday credits to extend sick leave.

SECTION 12. In the event that an employee has used his entire sick leave accumulation as a result of a non-occupational, prolonged terminal illness requiring hospitalization, or because of a catastrophic illness or injury which has disabled him for more than thirty (30) calendar days, other employees may donate sick time to the employee and said sick time shall be deducted from the accumulation of the employee making the donation. The establishment of this sick leave bank is subject to approval by the Town Manager, and/or the Chief of Police. At some future time, the employee receiving this donated sick time, upon accumulation of sick time on his own shall compensate his donor by signing off said sick time to the donor, if donor so requests.

SECTION 13. The parties agree to add the attached Sick Leave Policy as Appendix ~~D~~C of this contract.

ARTICLE 12 - INJURY LEAVE

SECTION 1. Injury leave shall be defined as time off the job, as a result of a physical incapacity, caused by an accident, injury or occupational disease, arising out of and in the course of employment.

SECTION 2. An employee who sustains a work-related accident and/or injury shall forthwith notify the Commanding Officer on duty who shall implement Worker's Compensation Insurance Procedures for timely reporting to the Personnel Office.

SECTION 3. In the event that an employee covered by this Agreement is injured while at work, and as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the rate of pay to which the employee would be entitled pursuant to Article 5 (Rates of Pay) prior to such injury or disease for a period not to exceed a total accumulation of two years for heart and hypertension claims and one (1) year for all others. At the end of this period such supplemental benefits shall cease. Sick leave benefits will no longer accrue after 30 calendar days on worker's compensation (exclusive of heart and hypertension claims). The town shall assume the cost for the first three (3) days of the on-the-job injury or any recurrence thereof. The supplemental pay for part-time Animal Control Officers shall be based on the number of their regularly scheduled hours.

ARTICLE 13 - MILITARY LEAVE

SECTION 1. Military leave shall be granted, not to exceed thirty (30) days in any calendar year, to regular employees when required to serve on active duty with the military reserve or the National Guard. During this period, if the employee's daily basic military pay is less than his or her daily regular police pay, he or she shall be paid the difference by the Town. Prior to granting military leave, the Town of Enfield shall receive a written copy of the military leave requirements from the employee. Basic military pay rate will be construed as to include flight pay and incentive pay, but will not include meals and quarters allowances, or any other additional benefits relating to out-of-pocket expenses. Daily military pay shall be the pay defined above multiplied by the number of calendar days of military duty. Whenever an employee is granted a leave of absence for six (6) months or more, upon reinstatement to the Police service, he shall be entitled to and shall receive instructions and training to acquaint him or her fully with police procedures and methods followed by the department at the time of his or her reinstatement. Time on military leave shall be included in computing seniority earned in the police service.

ARTICLE 14 - BEREAVEMENT LEAVE

SECTION 1. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step-relation, son-in-law, daughter-in-law, uncles, aunts, and also any relation domiciled in the employee's household.

ARTICLE 15 - SENIORITY

SECTION 1. Seniority, which officers accumulate, is of two (2) types:

- a. Total length of continuous time served with the department shall be known as Department Seniority and
- b. Total length of time served within a job classification shall be known as Classification Seniority.

SECTION 2. Department seniority shall commence from the date the police officer entered into the service of the Enfield Police Department as a regular, full-time member and thereafter maintains consecutive years of service. Consecutive years of service shall not be broken by vacation time, temporary layoff, sick time, or any approved leave of absence or suspension.

When more than one (1) officer is appointed to the department on the same date, the departmental seniority of such appointees shall be determined by their relative positions on the eligibility list.

SECTION 3. Classification seniority shall commence from the date of the appointment of an employee into a job classification. Consecutive years of service shall not be broken by vacation time, temporary layoff, sick time, any approved leave of absence, or suspension. Classifications shall consist of patrol officers, detectives,

sergeants, and lieutenants.

SECTION 4. Seniority shall apply within each division. Seniority lists shall be by classification appointment. The member with the least seniority in classification shall be considered and placed at the bottom of the respective seniority list.

SECTION 5. In the event of a reduction in the number of police officers employed by the Town, layoffs shall be made in the inverse order of the department seniority of police officers, irrespective of the division to which they are assigned. In the event of a reduction of the number of Animal Control Officers, part-time employees shall be laid off first in the inverse order of seniority based upon their date of hire.

SECTION 5A. In the event of a reduction of manpower within divisions or classifications, and this reduction is not made voluntarily by the employee, said reduction shall be by seniority with the least senior employee in said division or classification being eliminated first, and so on down the line. Further if said employee is returned to the patrol division, said employee shall have the option of trading his classification or division seniority in for equal amount of patrol seniority, thereby returning to his patrol slot held prior to entering said division or classification. Once division or classification seniority is traded in, it is lost and cannot be regained unless the employee starts at the bottom of the seniority list in said division or classification.

SECTION 6. The established seniority list of the Enfield Police Department shall be brought up-to-date July 1 of each year, and a copy of this list shall be delivered to the Union ten (10) days prior to the effective date of this contract and annexed to this contract. Any objection to this list shall be made during this ten (10) day period to the Executive Board of the Union.

SECTION 7. In the event of any personnel action by the Chief of Police where seniority appears not to have been given consideration, the officer involved shall have the right to seek correction by way of the provisions outlined in the Grievance Procedure of this contract.

SECTION 8.

- a. Transfers within divisions will be instituted by the Chief of Police or his designee according to the needs of the department. These transfers are not considered promotions and are on a voluntary basis. Consideration shall be given to the employee with the highest department seniority provided such employee is THE BEST qualified as demonstrated by his work record, ability to perform the job and specific need. JOB QUALIFICATIONS AND REQUIREMENTS SHALL BE POSTED IN ADVANCE.
- b. Temporary transfers to maintain shift requirements within divisions shall continue to be filled by seniority. Senior men shall be given preference; in the event all senior men decline, the least senior man must comply. In the event the employer involuntarily changes an officer's shift resulting in an

officer working 16 hours during a 17 consecutive hour period over two consecutive days, the hours worked over 8 hours will be paid at time and one-half.

- c. In determining temporary transfers to other divisions, candidates MUST MEET position classification requirements and requirements UNDER SECTION 8.a.
- d. Any temporary transfers shall be on a voluntary basis. Such temporary transfer or temporary special assignment shall not involve any promotion or permanent job reclassification.

SECTION 9. Employees shall lose their seniority as a result of the following:

- a. Voluntary termination
- b. Discharge for just cause
- c. Failure to return to work upon expiration of an approved leave of absence
- d. Layoff for two (2) years or more

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 1. Purpose. The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable so as to insure efficiency and employee morale.

SECTION 2. Definition. A grievance, for the purpose of this procedure, shall be considered to be a complaint of an aggrieved employee or a Union complaint concerned with:

- a. Discharge, suspension or other disciplinary action
- b. Matters relating to the interpretation and application of the Articles and Sections of this Agreement
- c. Working conditions and safety standards

SECTION 3. Procedure:

- a. Any aggrieved employee may use this grievance procedure with or without Union assistance. Should an aggrieved employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may process the grievance in the next succeeding steps following that which the aggrieved employee utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE:

A grievance shall be filed by any employee who feels aggrieved within seven (7) calendar days of the occurrence or event giving rise to the grievance or, if the grievance is filed by a representative of an employee, within fourteen (14) calendar days of the occurrence or event giving rise to the grievance. All grievances shall be reduced to writing and submitted to the first level supervisor who is not a member of the bargaining unit. Said first level supervisor shall exercise whatever authority may be delegated to him or her to resolve the grievance, and shall render a written

decision to the employee and his representative within seven (7) calendar days after receipt of the grievance.

STEP TWO:

If the aggrieved employee and his representative, if represented, are not satisfied with the decision rendered by said first level supervisor, the employee shall within fourteen (14) calendar days of the date of the answer at Step One, submit the grievance in writing to the Chief of Police or his designee who shall render a written decision to the employee and his representative, if represented, within fourteen (14) calendar days of receipt of the grievance.

STEP THREE:

If the employee and his representative, if represented, are not satisfied with the decision rendered by the Chief of Police or his designee, the employee may submit the grievance to the Town Manager or his designee, in writing, within fourteen (14) calendar days of the date of the answer at Step Two. The Town Manager, within twenty one (21) calendar days of receipt of the grievance, shall schedule a mutually agreeable date for the Step 3 hearing. Unless the parties mutually agree to extend the date for said hearing, said hearing shall occur within fourteen (14) days of receipt of the grievance. The Town Manager or his designee shall render a written decision to the employee and his representative, if represented, within fourteen (14) calendar days of the step three hearing.

STEP FOUR:

If the employee and his representative are not satisfied with the decision rendered, the grievance may be submitted at the request of the Union within twenty-one (21) calendar days to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the arbitrator(s) shall be final and binding upon both parties.

All arbitration hearings before the Board shall be closed to the public, including the press, unless the Town or employee shall request that it be an open hearing. All witnesses at arbitration hearings shall be sworn and give testimony under oath. Mechanical recording equipment or a stenographer will be used to record all testimony if requested by either party; and a copy of the testimony shall be given to all parties concerned, providing the party requesting recording or stenographic services pays the cost of same.

SECTION 4. Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

SECTION 5. Police Union as a Complainant: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

SECTION 6. Representation: Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either the employee or the Police Union. The cost of such representation shall be borne by either the employee or the Union.

SECTION 7. The fee of the Arbitrator and the administrative expenses of the arbitration, if any, shall be shared equally by the parties.

SECTION 8. Two (2) Union Officials shall be afforded time off without loss of pay during working hours when actively participating in any Step 4 mediation/arbitration proceeding provided approval has been granted by the Chief of Police.

SECTION 9. The arbitrator(s) shall have no authority to add to, subtract from, or otherwise modify the terms of this Agreement.

ARTICLE 17 - SUSPENSION AND DISCHARGE

SECTION 1. No employee covered by the Agreement shall receive a written reprimand, be suspended, demoted or discharged except for just cause.

SECTION 2. Any employee who has received a written reprimand or who has been suspended, demoted or discharged shall have the right to be represented by the Union and its representatives.

SECTION 3. Any employee shall be entitled to have all charges against him/her presented in writing.

SECTION 3A. When an employee is notified that he/she has become the subject of an internal affairs investigation, the Chief shall issue the employee a written statement of the allegations and the employee's rights and responsibilities relative to the investigation.

SECTION 4. The Union shall have the right to question the propriety of any such disciplinary action or discharge through the grievance procedure herein outlined, including arbitration.

SECTION 5. Each employee shall upon reasonable request to the Chief, have the right to review his own personnel file at such time as will not interfere with the orderly operation of the department.

SECTION 6. Any employee who has been disciplined or discharged, and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages covering the period of any suspension for which he had been exonerated.

SECTION 7. Probationary employees may be terminated any time during the probationary period and do not have recourse under the grievance and arbitration provisions of this Agreement.

ARTICLE 18 - UNIFORM ALLOWANCE

SECTION 1. ~~The annual uniform allowance provided by Section 1A hereof shall be \$750.00 effective July 1, 2014.~~ Effective July 1, following ratification, the annual uniform allowance provided by Section 1A hereof shall be \$1,000.00 gross to the employee before deduction of all Federal and State payroll deductions, payable

in the first paycheck following June 30 of each year. Employees will maintain a serviceable uniform in accordance with G.O. Chapter 41, Section 20. This allowance will not cover, and the Town will continue to provide to the employee, free of charge:

- A. An initial issue of any new uniform, or portion thereof, which is required or swapped out for the required uniform complement;
- B. The equipment currently provided by the Town at no charge to the employee such as weapon, Taser, vest, etc.; and
- C. The full complement of uniforms and equipment issued to new employees upon hire.

SECTION 1A. Each employee hired on or after the execution of this Agreement by both parties shall receive a complete new police uniform. Upon satisfactory completion of his probationary period, the employee shall receive a uniform allowance payment equal to the amount referred to in Section 1, multiplied by a fraction, the numerator of which shall be the number of months or fractions thereof, between the date he satisfactorily completed his probation, and the end of the fiscal year after such completion, and the denominator of which shall be twelve. Thereafter, said newly hired employees shall receive annually the amounts provided for herein.

SECTION 2. Police equipment and clothing shall be furnished by the Employer.

- 4 Long-sleeve Shirts
- 4 Short-sleeve Shirts
- 3 Pairs of Pants
- 1 Car Jacket
- 2 Ties
- 1 Belt
- 1 ~~Winter Hat with Strap~~
- 1 ~~Summer Hat with Strap~~
- 1 Pair Boots (pullover)
- 1 Raincoat
- 1 Blouse
- 1 Long-sleeve Shirt (white)
- 1 Tie Bar
- 3 Belt Keeps
- 1 Name Plate
- 1 Handcuff Case
- 1 ~~3-Cell Flashlight~~

- 1 Set Handcuffs
- 1 Magazine Pouch
- 1 Holster
- 1 Badge (Breast)
- 1 Badge (Hat)
- 2 Collar Insignias
- 1 I.D. Card
- Baton
- 1 Semi-automatic
- Batteries when necessary
- Ammunition as necessary
- 1 Sam Brown Belt
- 2 Turtle Neck shirts

Body armor-If body armor is issued by the Department and accepted by the employee it must be worn while on duty and working outside jobs. If the employee accepts the body armor, the Town will provide up to an additional \$750, exclusive of the clothing allowance, for replacement body armor in accordance with the manufacturer's recommendation.

SECTION 3. Upon resignation or dismissal from the Enfield Police Department, serviceable clothing and equipment purchased by the Department shall be returned to the Police Department.

SECTION 4. ~~Effective upon the issuance of the arbitration award for Case No. 9192 MBA 343, a~~ portion of the uniform allowance may be used for the purposes of professional cleaning of such uniforms per fiscal year ~~based on years of service on anniversary date as follows:~~

~~Less than 5 years' service up to \$100 from allowance~~

~~At least 5 years' service but less than 10 years' service up to \$150 from allowance~~

~~10 or more years' service up to \$200 from allowance.~~

ARTICLE 19 - PROMOTIONS

SECTION 1. All promotions up to and including the rank of Lieutenant shall be by examination. The examination shall consist of written and oral tests and a service rating component as provided by Article 31 of this Agreement. The service rating of the promotional examination shall be an average score of the last three (3) service ratings. The employee shall successfully pass each component of the examination in order to proceed to the next component. The written and oral tests and the service rating shall be weighted equally in arriving at the final score for each employee. Seniority shall also be a factor. Employees shall take

promotional examinations on a voluntary basis.

SECTION 2. An officer shall be eligible to take any promotional examination for Detective upon completion of three (3) years of service with the Enfield Police Department; an officer for rank of Sergeant, upon completion of five (5) years of service; a Sergeant for rank of Lieutenant upon completion of one (1) year of service as Sergeant; a Lieutenant for rank of Captain after one (1) year of service as Lieutenant. The three (3) year and five (5) year requirement for Detective and Sergeant will be reduced by one (1) year for any officer that has been a certified police officer with ten (10) or more years of service from another agency, provided these officers must possess five (5) years of experience in investigations or supervision, respectively, with their prior employer to be eligible for this waiver.

SECTION 3. All promotions up to and including the rank of Captain shall be made from the ranks of the Enfield Police Department.

SECTION 4. The written portions of the promotional examinations shall be conducted by a recognized testing authority in the law enforcement field and be related to the State of Connecticut law enforcement functions. The Town shall post the passing grade of the written examination prior to its being administered. The oral portions of promotional examinations shall be conducted by the Town through the Personnel Office, and all scoring examiners involved in such oral examinations shall be ranking officers, sergeants or above, from other Police Departments. In lieu of the oral examination, the Department may utilize an assessment center which will have the same value as the oral board in the promotional process.

SECTION 5. Officers promoted to Detectives shall receive an additional \$500 per year on the date of promotion and the balance of the next highest step in the Detective classification that will afford them an increase upon satisfactory completion of probationary period. Officers promoted to Sergeants shall receive Probationary Step upon promotion and proceed to Step 1 upon satisfactory completion of probationary period and then proceed yearly to the next step on the anniversary date of promotion. Sergeants promoted to Lieutenant shall receive Probationary Step upon promotion and proceed to Step 1 upon satisfactory completion of probationary period and then proceed yearly to the next step on the anniversary date of promotion.

SECTION 6. When a patrol officer is promoted to sergeant or when a sergeant is promoted to lieutenant, that employee will be paid at the step in the higher classification that is the next greater step in value than the previous step the employee was on in the lower classification. An employee who has been promoted will not be paid at a rate of pay in the higher classification that is less than the rate of pay that the employee was paid in the lower classification.

SECTION 67. As used herein, the term “employee” shall not include animal control officers.

ARTICLE 20 - EXTRA WORK

SECTION 1. Any police officer may be assigned extra police work, of a police nature, by the Chief of Police or his designated agent, subject to the provisions of the following sections.

SECTION 2. The designated agent shall be any police officer unless otherwise agreed upon mutually by the Chief of Police and the Union Executive Board.

SECTION 3. Acceptance of extra police work shall be upon a voluntary basis.

SECTION 4. There shall be established two (2) extra police work rosters:

The first roster shall list all police officers available to work any time.

The second roster shall list all police officers who do not wish to work.

SECTION 5. Police Officers shall be assigned on a Sunday through Saturday basis. The duty roster shall be posted by 5:00 PM the Saturday prior to the scheduled work week.

- a. In the event, after assignment, a Police Officer cannot work, the Employer or his agent shall make the necessary replacement in accordance with Section 4.
- b. Police Officers shall be charged for each assignment worked and for each refusal. However, in the case of late assignment and scheduling not posted, no Police Officer shall be charged unless all refusals are also charged. Officers on benefit days shall be offered extra work but shall not be charged if declined. Officers on days off in conjunction with five or more benefit days shall be offered overtime/extra work but shall not be charged for same if declined. Employees on military leave or off-duty illness/injury shall not be charged. All assignments that are received during the scheduled period after the duty roster has been posted shall be made from the unscheduled Police Officers of the first roster and then in accordance with Section 4 by the Shift Commander.
- c. When multiple opportunities arise for extra work, (i.e. overtime, grant overtime, and extra duty assignments) and an overlap in the time period occurs, the officer will only be charged for the first call or anything after 30 minutes of the conclusion of the first job.

SECTION 6. In the event there are six (6) or more officers assigned to the same job, scheduled for the same hours, one (1) of the officers shall be a superior whose duties shall include the supervision of the other officers assigned.

SECTION 7: EXTRA JOBS PAY CHART

<u>EXTRA JOBS FOR:</u>	<u>PAY RATE</u>	<u>POSITION</u>
<p>Town of Enfield</p>	<p>time & one-half (1 ½) top step rate (minimum of 4 hours payment for each assignment)</p>	<p>Patrol Officer (See Appendix A)</p>
<p>All Other Vendors*</p> <p>*Excludes Town of Enfield</p>	<p>time & one-half (1 ½) top step rate (minimum of 4 hours payment for each assignment)</p>	<p>Sergeant (See Appendix A)</p>
<p>All Other Vendors* <i>performed on Holidays as described in Article 9 – Section 1. (a-l and n).</i></p> <p>*Excludes Town of Enfield</p>	<p><u>double time (2x) top step rate (minimum of 4 hours payment for each assignment)</u></p>	<p>Sergeant (See Appendix A)</p>
<p>All Private Construction and Utility Companies <i>performed on Saturdays, Sundays and Holidays described in Article 9-Section 1. (a-l and n).</i></p>	<p>double time (2x) top step rate (minimum of 4 hours payment for each assignment)</p>	<p>Sergeant (See Appendix A)</p>

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An additional \$1.50 per hour shall be added to the hourly rate of all extra jobs to cover the cost for said workers compensation insurance and other administrative costs.

SECTION 7A. Effective upon ~~issuance of the arbitration award for Case No. 9192-MBA-343~~ratification by the Town, in the event an extra job is canceled with less than ~~two-four (24)~~ hours' notification to the Department and the assigned employee, the employee scheduled for such extra job shall receive four (4) hours pay at the prescribed rate for the job, except in the case of extra duty jobs scheduled and paid directly by the Town and/or the Enfield Board of Education, in which instance said payment applies in cases with less than two (2) hours notice. ~~Jobs scheduled and billed directly to the Town and/or Enfield Board of Education shall be exempt from the provisions of this section.~~

The current practice that if notice of cancellation to employee is on or after the start time of the job the employee will be paid by the party responsible for payment for the job for the four (4) hour minimum shall remain in place.

SECTION 8. The Town of Enfield shall provide worker's compensation insurance for all officers employed on extra police work.

SECTION 9. Payment shall be made to the Director of Finance of the Town of Enfield, who, in turn, shall make payment to the employee after deduction of the appropriate deductions.

SECTION 10. Employees that have accepted extra work and now wish to cancel said extra job must provide a minimum of a two (2) hour notice.

ARTICLE 21 - GENERAL PROVISIONS

SECTION 1. Two (2) Union officials shall be allowed the required time without loss of pay to attend official Union conventions and State or National Conferences, not to exceed seven (7) days for one official and twelve (12) days for the other official. The Chief of Police shall be given notice five (5) days in advance of convention or conference.

SECTION 2. The Employer agrees that, upon the request of an employee covered by this Agreement, it will undertake the defense of that employee against any civil damage suit where the employee has acted within the scope of his employment.

SECTION 3. Three (3) members of the Union negotiating committee, with no alternates, shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of

negotiating terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 4. Mileage Allowance. When private vehicles are used for official police business, there shall be a mileage allowance of ~~twenty (20) cents per mile~~ in an amount equal to the IRS rate allowed for Federal Income Tax purposes paid.

ARTICLE 22 - MANAGEMENT RIGHTS

SECTION 1. Except, where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, and subject to the provisions of Connecticut General Statutes, sections 7-469 and 7-470, the employer has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it and except where such rights, power, and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:

- a. To determine the care, maintenance and operation of the equipment and property used for and in behalf of the purposes of the Town.
- b. To establish and continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To discontinue processes and operations.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, assign, assist, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or of the propriety of the assigned rate.

ARTICLE 23 - PRIOR PRACTICES

SECTION 1. Nothing in this Agreement shall be construed as abridging any written right, benefit, or privilege

that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE 24 - POLICE PENSION PLAN

SECTION 1. The Police Pension Agreement, between the Town of Enfield and Prudential Financial, on file in the office of the Town Manager, is made a part of this Agreement with the following amendments:

- a. The Plan shall be amended so as to provide retirement at age fifty (50) with twenty (20) years of service. Effective July 1, 2006 the plan shall be amended to provide for a retirement at age fifty (50) with twenty (20) years of service or any combination of age and years of service which equal 70 years (Rule of 70). An employee must have a minimum of twenty (20) years of service to retire under the Rule of 70. An employee who retires under the Rule of 70 before age 50 will not be eligible for any retiree health insurance benefits or payments under Article 10.4 of this contract until they reach age 50.
- b. ~~Effective December 31, 1976, t~~The Pension Plan shall be amended to ~~include a provision~~ provide that each eligible employee shall have vested rights, after ten (10) years of service, deferred to a normal retirement age, as more fully set forth in the settlement of MPP-32403, attached as Appendix G ~~after ten (10) years of service.~~
- c. Effective July 1, 1995, the Normal Retirement Income for employees who retire on and after that date shall be equal to the sum of:
 - i. 52.5% of the participant's final earnings
 - ii. 2% of the participant's final earnings for each year of service accrued by the participant in excess of 20 years of service.Notwithstanding the foregoing, the maximum benefit for any participant shall be eighty-five percent (85%) of the participant's final earnings.
- d. Disability shall be defined as stated in Section 7.1 of the Plan as amended effective February 25, 1975.
- e. Effective July 1, 1991, service-connected disability benefits will continue at 52.5% until normal retirement date, at which time the participant's retirement benefit shall consist of an amount equal to the disability benefit he or she was receiving prior thereto, or in an amount equal to his or her normal retirement benefit, whichever is greater.
- f. Effective July 1, 1987 the Pension Plan shall be amended to include a pre-retirement death benefit which provided for a death benefit to the Participant's spouse equal to 75% of the employee's accrued monthly pension at the time of death. Should the participant die before Normal Retirement Date. In

the event of an employee's death after Normal Retirement Date, but before actual retirement the 75% benefit will be increased to 100%. The spouse benefit will begin at the time the Participant would have been eligible had death not occurred.

g. Effective July 1, 1987 the Pension Plan shall be amended to increase the joint and survivor and years certain election by 50% of their difference to 100%. Tables contained in Plan Document.

g-h. Effective upon ratification of the 2018-2022 Agreement, employees must contribute to the Pension Plan equal to 8% of their earnings for each pay period.

SECTION 2. The Town and the Pension Carrier agree that they shall not change any benefits in the Police Pension Plan through the duration of the Agreement.

SECTION 3. Annually, in January of each year, the Town shall furnish each employee with a statement, in writing, setting forth the amount that the employee has contributed toward the Pension Plan, together with any interest thereon.

SECTION 4. The Union shall designate two (2) members to meet semi-annually with the Director of Finance and the Director of Human Resources to review information relative to retirement and pension benefits.

SECTION 5. Employees who retire after the issuance of the arbitration award in SBMA Case No. 2003-MBA-33, who worked for the Town until age 55 or later, will receive a two percent (2%) cost of living allowance (COLA) added to their pension benefit commencing once they reach age 62, and a two percent (2%) COLA annually thereafter. For calculation purposes, retired employees will receive their COLA on the first of the month immediately following their birthday. For example, if a retired employee's 60th birthday is on July 1st, he will be receive his COLA effective August 1st and annually on that date thereafter.

SECTION 5A. ~~Employees who retire on or after September 1, 2006, who worked for the Town until age 55 or later~~ ratification of the 2018-2022 Agreement, have achieved normal retirement, and have 20 or more years of service but less than 25 years of service, will receive a two percent (2%) cost of living allowance (COLA) added to their pension benefit commencing once they reach age 60, and a two percent (2%) COLA annually thereafter. Employees who retire on or after ~~September 1, 2006, who worked for the Town until age 55 or later~~ ratification of the 2018-2022 agreement, have achieved normal retirement, and have 25 or more years of service, will receive a two and one-half percent (2 ½%) COLA added to their pension benefit commencing once they reach age 60, and a two and one-half percent (2 ½%) COLA annually thereafter. For calculation purposes, retired employees will receive their COLA on the first of the month immediately following their birthday. For example, if a retired employee's 60th birthday is on July 1st, he will be receive his COLA effective August 1st and annually on that date thereafter.

SECTION 5B. Employees who retire on or after ~~September 1, 2014, who worked for the Town until age 55 or later ratification of the 2018-2022 agreement~~ and have 30 or more years of service, will receive a three percent (3%) COLA added to their pension benefit commencing once they reach age 60 and a three percent (3%) COLA annually thereafter.

For calculation purposes, retired employees will receive their COLA on the first of the month immediately following their birthday. For example, if a retired employee's 60th birthday is on July 1st, he will be receive his COLA effective August 1st and annually on that date thereafter. Consistent with Section 8 of this Article, individuals who DROP are eligible for this benefit.

SECTION 6.For pension benefit computation purposes only, for any employee covered under the Police Pension Plan who retires after June 30, 1992 and on or before June 30, 1993, the final salary used to compute his/her retirement benefit shall be the rate of pay such employee who have received on July 1, 1993 had he/she not retired. This provision is effective only if the rates of pay defined in Article 5 Section 1 remain frozen for fiscal year 1992-1993.

SECTION 7.Effective as soon as practical following the issuance of the arbitration award for Case No. 9192-MBA-343 and to the extent allowable by law, employee contributions toward the Police Pension Plan will be treated as Section 414(h) pre-tax contributions.

SECTION 8. DEFERRED RETIREMENT OPTION PLAN (DROP)

A. The Deferred Retirement Option Plan will be offered only to bargaining unit employees ("employees") employed on or after July 1, 2011. The DROP is intended to provide an alternative retirement option to employees who are eligible to retire. The Town and ~~Local #798~~Enfield Police Employees Association agree that the DROP is considered to be cost-neutral as confirmed by the Town's actuary.

B. An employee, who is a member of the Retirement Plan for full-time employees of the Police Department of the Town of Enfield, is eligible for the DROP Plan upon completing:

The employee must provide the Town with at least 60 days advanced notice, in writing, that he/she has elected the DROP. No employees may elect the DROP after completion of more than (35.25) years of Credited Service.

Employees must the eligibility requirements to retire as defined in Article 24, Section 1 (a) of

the contract.

C. Any employee electing DROP will be considered retired with respect to the Pension Plan but will not have separated from Town service. Notwithstanding any other provision within the pension plan to the contrary, a member does not need to leave Town service to qualify for pension benefits as long as that member has elected DROP. The employees who have elected the DROP may remain in Town service at their current rank, with all the benefits of their Collective Bargaining Agreement, including promotional opportunities, through and including the completion of their DROP period.

D. The DROP period is defined as the time after the employees have elected the DROP commencing on the date of the first payment to the DROP through the date that the member separates from Town service.

E. No further pension benefits will accrue after the DROP effective date.

F. When employees elect the DROP they will be entitled to all the benefits they would have received under the normal retirement provisions of the pension plan (during the DROP period) with the following exceptions:

- (a) During the DROP period the employee's monthly pension payments will be made to the employee's separately designated DROP account established for the benefit of that member. During the DROP period, the monthly pension payments will depend on the DROP factor listed below. The DROP factor is multiplied by the monthly pension to determine the benefit during the DROP period:

Age: 45-55	91%
56	89.4%
57	87.8%
58	86.2%
59	84.6%
60	83.0%
61	81.4%
62	79.8%
63	78.2%
64	76.6%
65	75.0%

Age will be calculated in years and completed months as of the DROP date. For non integer ages, interpolation will be used to calculate the DROP factor.

An example is follows:

Date of Retirement: January 1, 2012

Date of Birth: February 12, 1956

Participant is Age 55, 10 months, 19 days. Therefore the Town will round to age 55 and 10 months. $(10/12 \times 89.4\% + 2/12 \times 91\% = 89.7\%)$

Upon separation from Town service, the monthly pension payment shall increase to 100% of the monthly pension as of the DROP date, as though the member had retired and not elected the DROP.

(b) During the DROP period, the employees will continue to make the same employee contributions from earnings while employed with the Town as was in effect at the time the DROP was elected by such employee. These contributions are made to the pension fund, not the member's separate DROP plan account.

(c) Commencement of the COLA waiting period is based on the date the employee physically separates from Town service, not the DROP date. Service during the DROP period will count towards COLA eligibility.

G. Any member who has elected and commenced the DROP may not withdraw unless the member separates from Town service.

H. The minimum length of DROP will be one (1) year and the maximum length of the DROP will be five (5) years. Upon electing the DROP the employees will select the length of his/her respective DROP. Under no circumstances will an employee be credited with more than 36.25 years of service.

I. Any member who has elected the DROP may separate from Town service at any time during the DROP period and such separation will mark the termination of the DROP period and the commencement of normal pension benefits at 100%. The length of the DROP period will be the lesser of a or b:

a) 36.25 years less service at the DROP date

b) 5 years of service

(For example, an employee with 32.25 years of service can only DROP for 4 years, an employee with 33.25 years of service can only DROP for 3 years, an employee with 34.25 years of service can only DROP for 2.25 years, so on and so forth.

No members will be allowed to continue working for the Town of Enfield (in their capacity as a police officer) after the completion of their respective DROP period.

J. The Town will select an Administrator through the Ordinance Bidding process to custody the funds for all members who elect the DROP. The choice between investment vehicles offered by the administrator shall be with the bargaining unit member. The cost of such custody administration will be paid for by members as an account charge. Upon completion of the DROP period, the member will be considered a retired employee and will receive non-adjusted payments (100% of their Normal Retirement benefits as accrued on the DROP effective date plus a lump sum equal to the DROP accumulation). The lump sum will be made available to the employee/member within a reasonable period of time after the member terminates service with the Town.

K. If a member wants to DROP but is not eligible pursuant to the rules in this DROP plan, the member

may obtain an individual quote under the following conditions:

1. The member pays the entire cost of obtaining a quote; and,
2. The impact of implementing the DROP plan for the member is “cost neutral” to the Town of Enfield; and,
3. The DROP plan is implemented using the same assumptions as described in the DROP plan.

PARTIAL LUMP SUM (PLUS) OPTION

In lieu of receiving a pension in the form of an annuity, employees retiring on or after July 1, 2011, may elect a Partial Lump Sum Option whereby a portion of his/her pension benefit will be paid as a lump sum benefit upon retirement from the Town. The amount of the lump shall be equal to 10% of the actuarial present value of the benefit as determined by the Town’s actuary. In addition, the new retiree will receive 90% of his/her retirement benefit as an annuity. Upon the death of the retired employee, the monthly benefits that the retired employee was receiving shall be continued for an eligible dependent, if any, as described in the Town of Enfield Police Pension Plan. The guidelines for determining the Actuarial Present Value are below.

Actuarial Present Value

- The assumptions are based on the July 1, 2010 Police Actuarial Valuation
- Interest Rate – 8%
- Mortality Table – RP 2000 Unisex Mortality
- In order to produce the same actuarial present value factors for both male and female officers, unisex mortality was used. The blend was based upon census demographics provided by the Town. The blend assumption is 89% male, 11% female.
- Cost of Living Adjustment – Based upon the police officer’s eligibility
- Current Table – A table of factors as of July 1, 2011 is below:

Member's Age	No COLA	2% COLA Begins at 60	2 1/2% COLA Begins at 60
50	11.3712	12.1578	12.3896
51	11.2620	12.1133	12.3642
52	11.1473	12.0689	12.3405
53	11.0255	12.0234	12.3175
54	10.8964	11.9772	12.2958
55	10.7597	11.9306	12.2757
56	10.6161	11.8851	12.2591
57	10.4666	11.8427	12.2483
58	10.3096	11.8026	12.2426
59	10.1453	11.7660	12.2437
60	9.9739	11.7344	12.2532
61	9.7956	11.4799	11.9742
62	9.6111	11.2194	11.6894
63	9.4208	10.9535	11.3996
64	9.2254	10.6833	11.1058
65	9.0241	10.4080	10.8073

Interpolation will be used to determine the exact factor to be used. The factors will be based upon years and completed months. The Town will round all factors to four decimal places.

An example is below:

- **Date of Retirement: January 1, 2012**
- **Date of Birth: June 17, 1957**
- **COLA Eligibility: None**

For this example, the participant is age 54, 6 months, and 14 days. Therefore, the Town will use age 54 and six months for the calculation.

- **Age 54 factor from Table = 10.8964**
- **Age 55 factor from Table = 10.7597**
- **Age 54 and 6 months = $.5 \times 10.8964 + .5 \times 10.7597 = 10.8281$**

ARTICLE 25 - PERSONAL LEAVE

SECTION 1. ~~The Town shall provide three (3) personal leave days in each fiscal year to each regularly employed and sworn officer of the department so long as each officer retains at least ten (10) unused sick leave days credited to him for use in case of actual prolonged illness.~~ The Town shall provide three (3) personal leave days in each fiscal year to each regularly employed and sworn officer of the Department to be used according to current practice so long as each officer retains at least ten (10) unused sick leave days credited to him or her. Employees with at least fifteen (15) unused sick leave days credited to him/her may not be denied use of said three (3) personal leave days, except:

- For the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Day, New Year's Eve;
- For the following occurrences: July 4th festival, protests, large group gatherings where public safety is a concern, and serious weather forecasts; or
- In the event of an emergency defined as a situation that cannot be anticipated by at least four (4) hours. Parades, without any unusual safety concerns, vacations, and elections do not constitute emergencies.

ARTICLE 26 - EFFECTIVE DATE

SECTION 1. This Agreement shall be effective upon July 1, 2013 ratification by the Town Council on August __, 2020, except as otherwise provided herein.

ARTICLE 27 - SAVING CLAUSE

SECTION 1. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 28 - DISCRIMINATION CLAUSE

SECTION 1. The Employer and the Union agree not to discriminate against individuals because of race, age,

color, marital status, sexual orientation, creed, sex, religion, national origin, disability or union affiliation. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

ARTICLE 29 - RESIDENCY

SECTION 1. Employees hired prior to July 1, 1980 shall not be subject to any restriction or requirement concerning residency as a term and condition of employment by virtue of any provision in this Agreement, including this Article, or by virtue of any charter provision or special act.

SECTION 2. Employees hired after July 1, 1980 shall, within twelve (12) months next following the date of their employment, reside in the Town of Enfield or within a radius of twenty-five (25) miles outside of the boundaries of the Town of Enfield in any direction.

ARTICLE 30 - ~~PHYSICAL EXAMINATIONS & PHYSICAL FITNESS PROGRAM~~

~~**SECTION 1.** Physical examinations will be required every three (3) years for all employees, commencing from the date of their last Town physical. These physical examinations are necessary to ensure that the employee meets the physical requirements of the job description. The examination will be conducted by a physician selected by the Town except that an employee may elect to have the examination conducted by a licensed physician of his/her choice, provided said examination is conducted within the same calendar year, that the physician's note, as described in paragraph 30.2 below, of said examination are provided to the Town within one (1) month of the examination, and that the same tests that are administered by the Town physician are administered by the employee's physician. In the event that the same tests are not administered by the employee's physician the employee must have a physical performed by the physician selected by the Town. The cost of an examination by the Town's physician shall be paid through the Town's insurance provided; however, that no employee shall have his benefits under the Town's insurance diminished as a result of the cost of said examination. In the event, and/or to the extent that the Town's insurance coverage does not extend to the cost of such examination, the Town shall pay the cost thereof. The cost of an examination by a physician selected by the employee shall be the responsibility of the employee, if not covered by insurance, and shall not be borne by the Town. If any physical problems are evident at the time of the employee's physical, then yearly physical will be required until the problem is eliminated or controlled. Physical examinations will only be conducted if the Town implements the language in Article 30.2.~~

~~**SECTION 2.** The results of the physicals shall be sent to each officer upon completion of the physical. In addition, the officer will forward to the Police Chief or his/her designee a physician's note which states that the officer is "Physically Fit to Participate" in the physical fitness program defined in Article 30, Section 3 of the contract. Failure to obtain a "Physically Fit to Participate" note may warrant the officer to undergo a~~

~~“Fitness for Duty” examine at the Town’s expense.~~

SECTION 3. — PHYSICAL FITNESS PROGRAM

~~The purpose of the physical fitness program is to ensure the ability of the officer to come to the aid of citizens and fellow officers who are in need of assistance while minimizing the potential risk of injury to the officer.~~

~~f. — All employees hired prior to August 6th, 2012 shall participate in a physical fitness program that is individually designed by a trainer or counselor (“Trainer”). The Trainer shall be selected by mutual good faith agreement by the parties. Although employees shall train on their own time, counseling shall be done within work hours. The Town shall make available a physical fitness facility for all members. While good faith participation in the physical fitness program is mandatory, no discipline shall be imposed on any member for failing to meet the physical standards or expectations of the counselors. As part of the physical fitness program, weight lifting shall not be mandatory.~~

~~Prior to any physical fitness program being implemented, all officers shall have a physical examination (as specified in Article 30, Sec. 1) to determine if they are physically able to participate in the program. The physical fitness program is intended to help each individual officer regarding their physical fitness and is not intended to be punitive in any manner whatsoever.~~

~~h. — All employees hired after August 6th, 2012 shall participate in the following fitness program.~~

~~i. — All sworn personnel hired after August 6th, 2012 will be tested annually (pursuant to CT P.O.S.T. Standards) with a testing procedure that is reasonable but no more stringent than POST 50% (graduation level) standard.~~

~~j. — Employees hired after August 6th, 2012, who fail their annual test, will be followed up with counseling and retesting at 3 month intervals. If at the end of 1 year, the employee is not able to pass the test, they will be placed on a 1 year probationary period. Counseling and retesting at 3 month intervals will continue during the ensuing second 12 month period. At the end of this second year, if the employee is not able to pass the test, the employee will be subject to the following progressive discipline after failing each 3 month interval test:~~

~~0. — Verbal Warning~~

~~0. — Written Warning~~

~~0. — One day suspension without pay~~

~~0. Up to 5 day suspension without pay~~

~~0. Up to 10 day suspension without pay~~

~~0. Up to and including termination~~

~~Reasonable adjustments will be made, as determined by a qualified person, for employees with injury or ongoing medical conditions that make it difficult for them to take or pass a portion of the test, while still allowing them to fully perform the job. For example, an injured shoulder that makes it difficult to do pushups should result in a waiver of that particular testing component until the employee is restored to health. Similarly, an ongoing lower back problem that allows full functioning on the job but makes it difficult to make the sit ups standard, shall result in an agreed upon substitute standard or testing regimen to accommodate this medical condition. Consultation may take place among the Trainer and employee to work out reasonable compliance standards.~~

The purpose of the physical fitness program is to ensure the ability of the officer to come to the aid of citizens and fellow officers who are in need of assistance while minimizing the potential risk of injury to the officer. The physical fitness program is intended to help each individual officer regarding their physical fitness and is not intended to be punitive in any manner whatsoever. Prior to any physical fitness program being implemented, all officers shall have a physical examination (as specified in Article 30, Sec. 1) to determine if they are physical able to participate in the program.

All employees will be tested annually on duty, pursuant to physical fitness requirements currently in use for Connecticut P.O.S.T. and administered by a certified trainer. If P.O.S.T. changes its standards, then both parties agree to meet. If an agreement can't be reached then the Cooper Test will be the default standard.

- a. The Town shall make available (24/7 access) a reasonably maintained physical fitness facility for all members. In lieu of the above, the Town will no longer be obligated to pay for employee gym memberships.¹
- b. The Town will no longer provide a trainer.
- c. While good faith participation in the physical fitness test is mandatory, no discipline shall be imposed on any member for failing to meet the physical standards.
- d. Reasonable adjustments will be made, as determined by a qualified person, for employees with injury or ongoing medical conditions that make it difficult for them to take or pass a portion of the test, while still allowing them to fully perform the job. For example, an injured shoulder that makes it difficult to do pushups should result in a waiver of that particular testing component until the

¹ Both Parties understand and agree that the MOU (signed and dated 4-19-2013) and MPP-30,442 are no longer enforceable against each other and deemed null and void.

employee is restored to health. Similarly, an ongoing lower back problem that allows full functioning on the job but makes it difficult to make the sit-ups standard, shall result in an agreed-upon substitute standard or testing regimen to accommodate this medical condition.

- e. Employees who meet or exceed the 50th percentile, averaged out for the four tested modules in use, shall be eligible for one additional benefit day, to be taken within one calendar year of the date of their testing, provided the use of this day does not cause a shift shortage or backfill overtime.
- f. Same as (e) above, except eligible for two benefit days if the employee meets the 75th percentile.

ARTICLE 31 - SERVICE RATING

SECTION 1. The Police Department shall perform a service rating of each bargaining unit member once a year. The service rating shall be performed by the employee's immediate supervisor(s), and the Department shall endeavor to have more than one supervisor participate in the evaluation of each officer, where ever practical. Evaluations will be reviewed, amended, corrected, modified and/or approved by a supervisor of a higher rank than the supervisor(s) who performed the initial evaluation. An officer may appeal an evaluation to the next higher level in the chain of command above the evaluating supervisor(s), and can continue to appeal that decision up to two levels above the evaluating supervisor(s). Individual officers who receive a score to sixty (60) shall have the right to grieve that rating under Article 16. A score of sixty (60) percent or under shall comprise an unsatisfactory rating.

SECTION 1A. The evaluation document currently in effect will continue to be used unless the parties agree on another form.

SECTION 1B. Officers shall be given a copy of each service rating.

ARTICLE 32 - FSA AND CHET PLANS

SECTION 1. The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this agreement.

SECTION 2. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust Fund for all employees who are residents of Connecticut.

ARTICLE 33 - JURY DUTY

SECTION 1. Employees shall receive jury duty leave consistent with the personnel rules in effect for the Town.

ARTICLE 34 - DEGREE INCENTIVE PROGRAM

SECTION 1. Effective 7-1-99 full time officers who have degrees in higher education from an accredited institution will be compensated annually as follows:

- Associates Degree-\$500.00
- Bachelor’s Degree-\$750.00
- Masters/Law Degree-\$1,000.00

SECTION 2. Degrees in criminal justice, law, business administration, public administration, psychology or sociology will automatically qualify for this program. Other related fields may qualify as determined by Human Resources after a review of the employee’s college transcripts.

SECTION 3. To receive this compensation, employees must notify the Chief of Police in writing in December, of their expected eligibility for this payment in the following July.

ARTICLE 35 - DRUG TESTING

SECTION 1. The parties agree to add the attached Drug Testing Program as Appendix ~~E~~D of this contract.

ARTICLE 36 – TOBACCO PRODUCTS

SECTION 1. Tobacco Free Workplace. The buildings, grounds and motor vehicles owned by the Town of Enfield are all tobacco-free. No on-duty employees or uniformed employees in public view will be permitted to smoke or chew tobacco in these buildings or on the grounds, except behind Police Department Headquarters out-of-sight of the public and more than 20 feet from the rear entry doorway(s).

SECTION 2. Electronic Smoking Devices: The use of electronic smoking devices (also known as electronic cigarettes or “e-cigarettes”) are also prohibited in any place where smoking/chewing of tobacco products are prohibited in these above referenced rules.

ARTICLE 37 TATTOO AND BODY MODIFICATION POLICY

SECTION 1. The Enfield Police Department recognizes the personal appearance of its sworn personnel, when in the public eye, has a direct impact on public confidence and thereby on the ability of individual personnel to perform their official duties. It is the policy of the Enfield Police Department that sworn members maintain a professional appearance that will encourage public confidence in the members of this department. As such, the following policy will apply to sworn members of the Enfield Police Department:

a. Definitions

- (1) Body modification means, but is not limited to: tongue splitting or bifurcation, the complete

or trans-dermal implantation of any object(s) (other than hair replacement), abnormal shaping of the ears, eyes, nose, abnormal filing of teeth, branding or scarification. Body modification, including but not limited to “scarification” shall not include those procedures medically necessitated by deformity, disease, illness or injury, or generally accepted cosmetic or dental changes/ augmentations performed by a licensed medical or dental professional.

(a) The above definition includes facial piercings to include, but not limited to tongue piercings, lip piercings, nose piercings and brow piercings.

b. Body Modifications

(1) Body modification to any area of the body that is “visible” (see summer uniform definition) while on-duty in any authorized uniform or attire is prohibited.

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

(3) Body piercing jewelry not concealed by any authorized uniform or approved attire while on-duty is prohibited with the exception of earrings worn in compliance with department standards.

(a) The wearing of any facial jewelry to include, but not limited to tongue piercings, lip piercings, nose piercings, brow piercings by any sworn member of the department while on-duty is prohibited.

c. Tattoos

(1) No sworn member of the department shall have any tattoo, scarification, body art or brand that is visible while on-duty in the summer uniform. “Visible” while in a summer short sleeve shirt means while standing at attention and while in summer shorts, visible between the bottom of the shorts and top of the socks.

(2) Sworn members hired prior to March 19, 2019 shall not be required to remove or cover existing tattoos, branding, body art or body modification that existed prior to six months after ratification of this successor agreement or arbitration award but shall not add to or receive additional tattoos, brandings, body art or body modification in violation of this policy, except that sworn personnel shall be permitted to complete tattoos that are “actively in process” at the time of ratification or award of this agreement.

(3) Applicants wishing for sworn appointment to the department shall be screened during applicant processing at which time a determination shall be made as to whether an applicant

is in violation of the policy. If an applicant is found to be in violation, then they will have the option of having the tattoo, branding, or body art, or visible portion thereof, removed at their own expense. If an applicant expresses a willingness to have this done, then their application will be placed on hold until the removal process is completed. Members serving as of the effective date of this Agreement, even though exempt under subparagraph c.(2) above, shall nonetheless report within thirty (30) days of said effective date any current "visible" (see summer definition above) tattoos, branding, or body art by completing a department form that will be made available for this purpose. This form will be retained in the employee's personnel file for future documentation and verification purposes as may become necessary.

ARTICLE ~~36-38~~ - DURATION

SECTION 1. This Agreement shall remain in force and effect through June 30, ~~2017~~2022.

FOR THE TOWN OF ENFIELD:

**~~FOR AFSCME COUNCIL 15, LOCAL~~
~~798~~ENFIELD POLICE EMPLOYEES
ASSOCIATION:**

DATE: ~~September 19, 2014~~Date Ratified:

Date Signed:

TENTATIVE AGREEMENT

The foregoing, with attached appendices, represents a tentative agreement reached by the Town of Enfield and Enfield Police Employees Association in case no. 2019-MBA-240, subject to the approval of the respective constituencies.

TOWN OF ENFIELD

ENFIELD POLICE EMPLOYEES ASSOCIATION

BY

BY

Steven Bielenda

Date

Eric Horan

Date

APPENDIX A

Police Department Classifications	Increase	Fiscal Year	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year
PATROL		7/1/2017	\$30.58	\$31.40	\$32.23	\$32.82	\$33.67	\$34.33	\$37.25
	0.00%	7/1/2018	\$30.58	\$31.40	\$32.23	\$32.82	\$33.67	\$34.33	\$37.25
	3.00%	7/1/2019	\$31.50	\$32.34	\$33.20	\$33.80	\$34.68	\$35.36	\$38.37
	3.00%	7/1/2020	\$32.44	\$33.31	\$34.19	\$34.82	\$35.72	\$36.42	\$39.52
	2.25%	7/1/2021	\$33.17	\$34.06	\$34.96	\$35.60	\$36.52	\$37.24	\$40.41
DETECTIVE		7/1/2017	\$33.72	\$34.19	\$34.84	\$35.50	\$36.42	\$38.71	N/A
	0.00%	7/1/2018	\$33.72	\$34.19	\$34.84	\$35.50	\$36.42	\$38.71	
	\$0.72	7/1/2019	\$34.44	\$34.91	\$35.56	\$36.22	\$37.14	\$39.43	
	3.00%	7/1/2019	\$35.47	\$35.96	\$36.63	\$37.31	\$38.26	\$40.61	
	3.00%	7/1/2020	\$36.54	\$37.04	\$37.73	\$38.43	\$39.40	\$41.83	
	2.25%	7/1/2021	\$37.36	\$37.87	\$38.58	\$39.29	\$40.29	\$42.77	
SERGEANT		7/1/2017	\$37.17	\$37.72	\$38.34	\$38.87	\$41.33	N/A	N/A
	0.00%	7/1/2018	\$37.17	\$37.72	\$38.34	\$38.87	\$41.33		
	\$0.96	7/1/2019	\$38.13	\$38.68	\$39.30	\$39.83	\$42.29		
	3.00%	7/1/2019	\$39.28	\$39.84	\$40.48	\$41.03	\$43.56		
	3.00%	7/1/2020	\$40.45	\$41.04	\$41.70	\$42.26	\$44.87		
	2.25%	7/1/2021	\$41.36	\$41.96	\$42.63	\$43.21	\$45.88		
LIEUTENANT		7/1/2017	\$41.21	\$41.98	\$42.64	\$43.03	\$45.91	N/A	N/A
	0.00%	7/1/2018	\$41.21	\$41.98	\$42.64	\$43.03	\$45.91		
	\$1.20	7/1/2019	\$42.41	\$43.18	\$43.84	\$44.23	\$47.11		
	3.00%	7/1/2019	\$43.68	\$44.48	\$45.16	\$45.56	\$48.53		
	3.00%	7/1/2020	\$44.99	\$45.81	\$46.51	\$46.93	\$49.98		
	2.25%	7/1/2021	\$46.01	\$46.84	\$47.56	\$47.98	\$51.11		

APPENDIX A

Police											
Department	Fiscal	1	2	3	4	5	6	7	8	9	
Classifications	Increase	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
ANIMAL CONTROL		7/1/2017	\$26.37	\$27.10	\$27.83	\$28.60	\$29.34	\$30.18	\$30.99	\$31.64	\$34.25
OFFICER	0.00%	7/1/2018	\$26.37	\$27.10	\$27.83	\$28.60	\$29.34	\$30.18	\$30.99	\$31.64	\$34.25
	3.00%	7/1/2019	\$27.16	\$27.91	\$28.66	\$29.46	\$30.22	\$31.09	\$31.92	\$32.59	\$35.28
	3.00%	7/1/2020	\$27.98	\$28.75	\$29.52	\$30.34	\$31.13	\$32.02	\$32.88	\$33.57	\$36.34
	2.25%	7/1/2021	\$28.61	\$29.40	\$30.19	\$31.02	\$31.83	\$32.74	\$33.62	\$34.32	\$37.15
ANIMAL CONTROL		7/1/2017	\$16.09	\$17.58	N/A						
OFFICER (part-time)	0.00%	7/1/2018	\$16.09	\$17.58							
	3.00%	7/1/2019	\$16.57	\$18.11							
	3.00%	7/1/2020	\$17.07	\$18.65							
	2.25%	7/1/2021	\$17.45	\$19.07							

APPENDIX B

ADDENDUM PERTAINING TO PART TIME ANIMAL CONTROL OFFICERS

Except as otherwise provided below, the provisions of the collective bargaining agreement between the Town of Enfield and ~~Local #798, Connecticut Council of Police Unions #15, AFSCME, AFL-CIO~~Enfield Police Employees Association to which this Addendum is attached, shall not apply to the position of Part Time Animal Control Officer

- ARTICLE 1.....RECOGNITION
- ARTICLE 2.....UNION SECURITY
- ARTICLE 3.....DUES CHECK OFF
- ARTICLE 4.....HOURS OF WORK
- ARTICLE 6.....OVERTIME
- ARTICLE 7.....CALL TIME
- ARTICLE 12.....INJURY LEAVE
- ARTICLE 15.....SENIORITY
- ARTICLE 16.....GRIEVANCE PROCEDURE
- ARTICLE 17.....SUSPENSION & DISCHARGE
- ARTICLE 21.....GENERAL PROVISIONS
- ARTICLE 22.....MANAGEMENT RIGHTS
- ARTICLE 23.....PRIOR PRACTICE
- ARTICLE 28.....DISCRIMINATION CLAUSE
- ARTICLE 29.....RESIDENCY
- ARTICLE 31.....SERVICE RATING

In addition to the above provisions, the Part Time Animal Control Officer shall serve a twelve (12) month probationary period upon initial appointment.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

It is understood and agreed between the parties that when a patrol officer is promoted to sergeant or when a sergeant is promoted to lieutenant, that employee will be paid at the step in the higher classification that is the next greater step in value than the previous step the employee was on in the lower classification. An employee who has been promoted will not be paid at a rate of pay in the higher classification that is less than the rate of pay that the employee was paid in the lower classification.

APPENDIX DC
SICK LEAVE POLICY

The purpose of this policy is to provide guidance to employees and supervisors as to the employer's expectations of employees as to what is acceptable with respect to the utilization of sick leave.

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental appointments, eye exams, etc. are not proper uses of sick leave, unless specifically agreed to by contract. Regular doctor's office visits for physical examinations and dental appointments may be properly charged to personal leave or vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

In order to ensure the proper delivery of services and to curtail the excessive use of sick leave the Town adopts the following policy.

1. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below.
2. In addition to reserving the right to investigate specific utilizations of sick leave for abuse the Town re-affirms its neutral policy of any absences beyond eight (8) occurrences of sick leave in a year is considered excessive and will be addressed as follows.
 - a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than eight occasions of sick leave in the previous calendar year, the employee's department head will be so notified by the Human Resources Department. An occasion can be part of one day (more than four hours), one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. In the event that an employee uses less than four hours of sick leave during a work day it will be counted as one-half of an occasion as long as it is not used in conjunction with sick leave on the preceding or following day. The department head or his/her designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six (6) month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his/her designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.

- b. Extraordinary circumstances for which a department head or his/her designee may determine that a sick leave usage or disciplinary action notice will not issue include: *the need for an employee to attend repeat therapy sessions for the same injury,
*a re-occurring serious illness,
*a need for ongoing medical treatment for an illness,
* or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

APPENDIX ED

TOWN SUBMITTED DRAFT 7-28-06

SUBSTANCE ABUSE TESTING POLICY

1. The purposes of this policy are as follows:
 - A. To establish and maintain a safe, healthy working environment for all sworn employees and to protect the public;
 - B. To insure the reputation of the Town of Enfield Police Department and its police officers as good, responsible citizens worthy of the public trust;
 - C. To reduce the incidents of accidental injury to person or property;
 - D. To reduce absenteeism, tardiness and indifferent job performance; and
 - E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.
2. Definitions
 - A. Alcohol or alcoholic beverage-means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
 - B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
 - C. Prescribed drug-means any substance prescribed for the individual consuming it by a licensed medical practitioner.
 - D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
 - E. Supervisor-means any officer with the rank of Sergeant or above who is the employee's immediate supervisor or a supervisor in the employee's chain of command, or the Chief of Police or his designee.
 - F. Abuse of a legally prescribed drug- means use of a prescribed drug to the employee when a valid prescription is not in effect or the use of the drug in greater quantity/amount than that which was prescribed.
3. Basis for testing
 - A. Random drug testing-the Chief of Police shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer generated process not more than four times per year.
 - B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; knowingly associating with known illegal drug dealers or users (exception for immediate family members); observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to undergo a reasonable suspicion drug and/or alcohol test he shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to such test shall be confirmed in writing, but the testing shall not be delayed pending the issuance of the written directive.

4. Testing procedures - Testing shall be performed by a licensed laboratory. Testing will be done with due regard for chain of custody and for the employee's right to privacy, subject to standard testing protocols to insure a valid sample. An employee shall have the right and shall not be denied the right to Union representation provided that it does not unreasonably delay the testing during any part of these testing procedures.

Testing for alcohol shall be by breathalyzer and/or intoxilyzer. If positive, there shall be a re-confirming test after fifteen minutes. The Town reserves the right to only test for alcohol by urine testing instead of breathalyzer and /or intoxilyzer. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty eight hours of receiving notification of such result, submit in writing to the Chief of Police that the second part of the sample be made available for re-testing at a licensed laboratory of the employee's choosing. The second part of that sample shall be transferred to that laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test and any loss of pay due to suspension.

5. Interference with or refusal to submit to testing - any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing information to the testing agency needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

6. Rehabilitation - the opportunity for rehabilitation (exempting an employee from the disciplinary action found in section 7 below) shall be granted once for any employee who:

- A. voluntarily admits to alcohol or drug abuse prior to testing, or
- B. tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Chief of Police. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to disciplinary action, up to and including, the termination of employment.

Nothing in this policy shall preclude disciplinary action against an employee who is under criminal investigation for drug/alcohol related misconduct.

7. Consequences of a positive test - the consequence of a positive test shall be as follows:

- A. For use of an illegal drug - discharge.

- B. For use of a drug prescribed to someone other than the employee-30 day suspension, up to termination.
- C. For abuse of a legally prescribed drug to the employee - first offense, 1-15 day suspension. Subsequent offense, 60 day suspension, up to discharge.
- D. For alcohol (at the level of .04 or greater) - first offense, 1-15 day suspension. Subsequent offense, 60 day suspension, up to discharge.

8. The drug testing thresholds are attached and are subject to change if recommended by the vendor.

APPENDIX FE

**Health Savings Account
Dental Plan
&
Pharmacy Plan Summary**