

**AGREEMENT BETWEEN**

**THE CITY OF GROTON**

**AND**

**LOCAL 3355, AFSCME COUNCIL 4  
(Police)**

**JULY 1, 2025 – JUNE 30, 2029**

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## **PREAMBLE**

This **AGREEMENT**, entered into by the **CITY OF GROTON**, hereinafter referred to as “the City”, or “the Employer” and **LOCAL 3355, AFSCME COUNCIL 4 (Police)** hereinafter referred to as “the Union”, has, as its purpose, the promotion of harmonious relations between the City and the Union, while, at the same time, recognizing the obligations of both parties to the public.

Whenever the masculine or feminine is used in this Agreement, it shall be construed to refer equally to either gender.

## **ARTICLE I -- RECOGNITION**

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent, investigatory and uniformed members of the Police Department with authority to exercise the police powers, exclusive of the Chief of Police or his designee.

## **ARTICLE II -- DUES DEDUCTION**

- 2.1 The City agrees to deduct Union membership initiation fees and, once each month, dues from the pay of those employees who individually, and in writing, authorize such deductions. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.
- 2.2 These deductions will be made in equal weekly installments as specified by the City and agreed to by the Union. Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.
- 2.3 In the event an employee’s pay for any given week is not sufficient to meet, in full, the deduction requested by the Union, the requested deductions need not be made until the first payroll week in which the employee’s pay is sufficient to meet the requested deductions in full.
- 2.4 When a member’s dues are not deducted by reason of the conditions described in Section 2.3 of this Article, or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty, the City shall reactivate and continue the deduction of his dues.
- 2.5 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise, out of or by reason of action or inaction taken by the City for the purpose of complying with the provisions of this Article.

## **ARTICLE III -- INTENTIONALLY LEFT BLANK**

## ARTICLE IV -- SENIORITY

- 4.1 The seniority rights of all members of the Department shall be based upon length of service in the Department and completion of the probationary period. The employee's seniority shall date back to the time of his original appointment as a police officer.
- 4.2 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual, as it relates to others appointed the same day, shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.
- 4.3 Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration. Unauthorized leave of absence from work without notice for three (3) consecutive days shall constitute just cause for discipline up to and including termination.
- 4.4 Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.
- 4.5 Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.
- 4.6 a. In the event of layoffs or reduction in the work force, employees subject to such layoffs shall receive as compensation all vacation time and compensatory time accrued and any sick time that is compensable for a retiree under Article VII, Section 7.9.
- b. In the event of reduction in the force, layoff shall be in inverse order of appointment to the Police Department, and any recall to work shall be by seniority.
- 4.7 No newly appointed employee shall attain seniority under this Agreement until he has been continuously employed in the Department for a period of twelve (12) months following the date the employee graduates from the Police Officer Standards and Training Council (POSTC) Academy or an approved POSTC academy. Additionally, any lateral transfers (POST certified) or comparative transfers (out of state officers or state troopers who are not POST certified but have similar qualifications) shall not attain seniority until he/she has been continuously employed in the Department for a period of twelve (12) months following his/her first day of employment. During such twelve (12) month period, the employee shall be on probation and may be discharged by the City as an at-will employee. Probationary employees shall have no rights to grieve and/or arbitrate any termination of their employment. This restriction shall not limit the employee from exercising his/her rights regarding other contract rights. Upon completion of the probationary period, the employee's seniority shall date back to the time of his original appointment as a police officer.

## ARTICLE V -- GRIEVANCE PROCEDURE

- 5.1 Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable so as to ensure efficiency in employee morale.
- 5.2 Definition. A grievance, for the purpose of this procedure, shall be considered to be an employee or Union complaint concerned with:
- a. Discharge, suspension or other disciplinary action;
  - b. Charge of discrimination as that term is defined in state or federal employment law\*;
  - c. Interpretation and application of rules and regulations and policies of the Police Department, which concern mandatory subjects of bargaining;
  - d. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

For purpose of this Article, days shall mean calendar days.

\*An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO) OR Equal Employment Opportunity Commission (EEOC).

- 5.3 Procedures.
- a. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein, prior to seeking Union aid, the Union may, at its direction, process the grievance from the next succeeding step following that which the employee has utilized.
  - b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
  - c. A grievance shall be processed in the following four (4) steps:

STEP ONE: Prior to filing a formal grievance, an employee or the Union shall meet to discuss the problem or issue with the Chief of Police or his designee in an effort to resolve it informally. Said meeting shall take place within ten (10) days from the date of the event, giving rise to the grievance.

STEP TWO: Any employee who has a grievance must present to the Chief of Police or his designee, within seven (7) days from the date of the meeting referenced in Step One of the Grievance Procedure. The Chief of Police or his designee's decisions shall be submitted in writing to the aggrieved employee and his representative, if represented, within seven (7) days of receipt of the grievance.

STEP THREE: If the complainant and his representative, if represented, are not satisfied with the decision rendered in Step Two, the employee or his representative shall submit the grievance in writing within fourteen (14) days to the Mayor of the City of Groton. Within fourteen (14) days after receiving such grievance, the Mayor shall render his decision in writing to the aggrieved employee and his representative, if represented.

STEP FOUR: If the complainant and his representative, if represented, are not satisfied with the decision rendered in Step Three, the employee or his representative may, within thirty (30) days, submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. A copy of the request for arbitration shall be sent to the Mayor. Either party shall have the option of submitting and/or transferring a grievance for arbitration to the American Arbitration Association. Any party electing such option shall pay all costs associated with the submission or transfer.

- d. The mediation services of the State Board of Mediation and Arbitration may be used in third or fourth step negotiations, provided both parties mutually agree to the desirability of this service.
- e. If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- f. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both the City and the Union, and in writing.
- g. Either party shall have the right to employ a public stenographer or recorder and operator of its choice at any step in this procedure at its own expense.
- h. 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.
- i. Employees and the Police Union shall have the right and choice of representation during any step in the grievance procedure, whenever representation is desired by either an employee or the Police Union.

- 5.4 In the case of grievances over scheduling, the date of the event giving rise to the grievance is the date when the schedule is posted, provided, however, that if the employee in question is not scheduled to work on the date when the schedule is posted, the date of the event

giving rise to the grievance shall be the employee's next working day. In the case of grievance over pay, the date of the event, giving rise to the grievance is the payday on which day the pay is denied or omitted.

- 5.5 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer (subject to any rights to modify, vacate and/or confirm under Connecticut General Statutes). The standard of proof in all cases shall be based on a preponderance of the evidence.

## **ARTICLE VI -- DISCIPLINARY PROCEDURE AND PRIVILEGES**

- 6.1 Members facing discipline shall be provided with a written copy of the charges and any investigation report within three (3) working days (i.e., Monday through Friday) prior to any required pre-disciplinary conference.
- 6.2 Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority. The amount of any back pay, if any, shall be determined by the Arbitrator or, in the absence of arbitration, as otherwise agreed by the parties.
- 6.3 Discipline for non-probationary employees and those employees who are in a promotional probation period shall be for just cause. Employees subjected to disciplinary action shall have access to the grievance and arbitration process.
- 6.4 Members notified of a pre-disciplinary conference may request, in writing, to reschedule the conference to a date within ten (10) calendar days of the original date; the City shall grant this request upon a showing of just cause. The parties otherwise may mutually agree to a rescheduled date for the conference, and shall reduce this agreement to writing.
- 6.5 Whenever a civilian complaint is made against a member or group of members of the Department, relating to his conduct as an officer, or the manner in which such officer(s) discharges their duties, and such complaint results in civil litigation, said member(s) is entitled to be represented by the City Attorney or insurance counsel consistent with Gen. Stat. 7-465.

Pursuant to Gen. Stat. 53-39a, in the event an officer is charged with a state or federal crime allegedly committed in the course of his/her duty and the charge is dismissed or the officer is found not guilty, the City shall indemnify the officer for economic loss sustained by him/her as a result of such prosecution, including the payment of attorney's fees and costs

incurred during the prosecution and the enforcement of such indemnification. The forum for any enforcement action is Superior Court.

- 6.6 Members of the Department involved in any disciplinary action by the City shall have the right and choice of representation.
- 6.7 When a member of the Department is separated from employment on the ground that he/she is not fit for duty, the member shall have the right to utilize the grievance and arbitration process.
- 6.8 The Chief of Police or his designee may implement any level of discipline up to and including suspensions of ten (10) work days for violation of the Rules and Regulations of the Department, Department Policies and Procedures and Operation Directives. Said Rules and Regulations are those promulgated in 1983, as may be amended from time to time. The Mayor may implement discipline in excess of ten (10) days, up to and including termination from employment.
  - a. The Chief of Police or his designee will submit to the Union via its President all proposed Operations Directives and Amendments to Policies and Procedures and the Rules and Regulations for the Union's review fourteen (14) days in advance of their planned implementation.
  - b. The Chief of Police or his designee agrees to meet with the Union's representatives and discuss its concerns and/or suggestions regarding the proposed Operations Directives or Amendments to the Policies and Procedures or Rules and Regulations.
- 6.9 The Union President shall be notified of all Internal Investigations being conducted involving any member in this bargaining unit.
- 6.10 The Union President or Vice President shall receive a copy of all discipline (including letters of direction, and counseling) that has been issued to any member, including verbal counseling (recorded).

## **ARTICLE VII -- SICK LEAVE**

- 7.1 Sick leave shall be considered to be the absence from duty, with pay, for the following reasons:
  - a. Illness or injury, except where directly traceable to employment by an employer other than the City of Groton.
  - b. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
  - c.
    - 1. Notwithstanding any past practice or any other provision of this Agreement, employees may take up to five (5) earned sick leave days in a calendar year

when the illness of a member of the employee's immediate family, residing in his household, requires his personal attendance, and, for absences of more than three (3) consecutive working days, a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Chief of Police or his designee by such employee. The Chief of Police or his designee may request additional medical certificates. If additional time is needed, an employee must use all compensatory time days and vacation leave days he may have on the books, except for three (3) such days. Thereafter, if necessary, an employee may use up to fifteen (15) earned sick days. It is mutually understood and agreed that the above is the maximum number of days to be granted an employee in any calendar year irrespective of the number of such incidents.

2. In the event of a FMLA-qualifying serious health condition of a member of the employee's immediate family residing in his/her household for which FMLA medical certification establishes the employee's need to provide care, the City's FMLA policy will be utilized for purposes of identifying eligible paid leave to be substituted for unpaid FMLA leave.
3. Additional use of earned sick leave days, for illnesses referenced in Section 7.1 c 1 above, may be granted to an employee at the sole discretion of the Chief of Police or his designee. The failure of the Chief of Police or his designee to grant said days shall not be a grievable matter by the employee or the Union.

7.2 Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- a. When an employee loses time because of an injury or illness sustained in the line of duty for which he is entitled to compensation under the Worker's Compensation Act, he shall receive full benefits equal to normal full pay for the period of disability, with the City making up the difference in the amount of such compensation received and the normal amount of weekly pay.
- b. When an employee, in the performance of his duty, is exposed to a serious contagious disease and contracts this disease, he shall receive benefits equal to normal full pay for the period of disability.
- c. The City shall be obligated to supplement worker's compensation payments only until:
  1. A physician certifies that the employee is ready to return to work; or
  2. The employee reaches the point of maximum improvement; whichever of the above occurs first.

3. Eighteen (18) months following the date of injury, whichever of the above occurs first.

### 7.3 Sick Leave Allowance.

- a. For employees hired prior to July 1, 1998, sick leave allowance shall be earned by each employee at the rate of one and one quarter (1¼) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.
- b. Sick leave allowance shall be earned by each employee hired after July 1, 1998 at the rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months. Any employee who does not use sick leave during January to March or April to June or July to September or October to December shall be awarded one (1) redemptory day per fiscal quarter that may be used or taken by the employee only according to the operational needs of the Department. Employees may elect to receive compensation for these days rather than accrue them or they may accumulate up to twenty (20) redemptory days and elect to be paid for them upon retirement or resignation from the Department.

### 7.4 Sick Leave Accumulation.

- a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred sixty (160) working days.
- b. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal workweek.
- c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave or vacation.
- d. Sick leave shall not continue to accumulate during any form of leave without pay except for military leave.
- e. An employee who retires due to disability incurred within the scope of the employment shall be paid a lump sum of money that is equal to the number of sick days due such employee, multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement.
- f. Any employee, hired on or before July 1, 2013, who does not use any sick leave in a calendar year will receive compensation up to a maximum of four (4) days' pay at the normal hourly rate designated for said employee, provided that the employee has a minimum of forty (40) sick leave days accumulated. Compensation will be reduced on a pro-rated basis, depending on the number of sick days used, as follows:

1. Three (3) unused sick leave days = three (3) days' pay; or
  2. Two (2) unused sick leave days = two (2) days' pay; or
  3. One (1) unused sick leave day = one (1) day pay.
- g. It is mutually understood and agreed that any payments under this provision shall not be considered as additional compensation for pension, wage, overtime, or any other calculation purposes. Payment of any sums due under this provision, will be made by the City within two (2) months of the close of each calendar year.

7.5 Medical Certificate and Inspections.

- a. A medical certificate signed by a duly licensed physician may be requested:
  1. For any period of absences consisting of more than three (3) consecutive working days.
  2. When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease, which may endanger the health of other employees of the Department.
- b. For prolonged illness or injury exceeding ten (10) working days, a medical certificate from a licensed physician acceptable to the City shall be required from the employee for every two (2) week period the employee is absent from work. In addition, the employee shall provide the City with a medical certificate upon returning to work indicating that he/she is able to perform all duties required of his position.
- c. A medical certificate acceptable to the City shall be required for the seventh (7<sup>th</sup>) sick leave occurrence and each subsequent sick leave occurrence in the twelve (12) month period preceding said occurrence. For purposes of this Section of this Article, the term "occurrence" shall mean one or more full contiguous days. Notwithstanding the aforesaid, any employee who leaves work early due to illness with four (4) hours or more remaining on his shift shall be charged for one (1) sick leave occurrence. Failure to provide the same, if required under this Section of this Article, the Chief of Police or his designee, will meet with said employee and counsel him relative to the use of sick leave.

7.6 Reporting Illness. When an employee finds it necessary to be absent from duty on leave, he shall cause the fact to be reported to the on-duty supervisor not later than one (1) hour prior to the employee's scheduled tour of duty.

7.7 Redemption of Accumulated Sick Leave at Death. Upon the service-connected death of an employee, his survivors shall be paid a lump sum of money that is equal to the number of sick days due such employee on the day of such death.

- 7.8 Sick Leave Records. The Department shall maintain a record for each employee of all sick leave accumulated and shall furnish a copy to the Union every three (3) months.
- 7.9 Redemption of Accumulated Sick Leave on Retirement. Upon retirement, an employee will be reimbursed for not more than seventy-five (75) days of accumulated sick leave. This provision shall be effective on July 1, 2025.

#### **ARTICLE VIII -- FUNERAL LEAVE**

- 8.1 Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his spouse, child, mother, father or in-laws domiciled in the employee's household.
- 8.2 Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his sister, brother, mother-in-law, father-in-law not domiciled in the employee's household.
- 8.3 Special leave of one (1) working day without loss of pay shall be granted to an employee in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother or grandchild not domiciled in the employee's household, to be taken on the day of the funeral.
- 8.4 Under extenuating circumstances of hardship, an employee shall be allowed to use up to three (3) days of accumulated compensatory time or vacation days, to be taken within ten (10) days of the date of death of any of the persons named in Sections 8.1, 8.2 and 8.3 of this Article.

#### **ARTICLE IX -- CLOTHING ALLOWANCE**

- 9.1 a. Each member shall be reimbursed for up to a maximum of one thousand two hundred dollars (\$1,200.00) per annum for the replacement of standard departmental uniforms. Receipts for purchase of uniforms are required for reimbursement.

New Officers hired after July will receive a prorated total of clothing allowance in the amount of one hundred dollars (\$100.00) per month remaining in the fiscal year.

The Union and the City agree to compile a list of uniform items that each officer will be required to maintain in a presentable and fitted condition.

The Union and the City agree that Union members shall produce these items for quarterly inspections conducted by the Chief of Police or their designee.

The Union and the City agree to a period of thirty days (30 days) to allow for bargaining unit members to replace items that have been found to be in poor condition. If it is determined that a bargaining unit member did not make reasonable

efforts to bring their uniform to a presentable and fitted condition, he/she could be subject to the disciplinary process.

Note: A Joint Committee will be formed effective July 1, 2025, to review the standardization of the Department uniform. The Committee must finish its work within three (3) months of ratification.

## **ARTICLE X -- DEPARTMENT EQUIPMENT**

- 10.1 All equipment issued by the City of Groton and signed for by the employee shall be returned to the City upon separation from employment with the City.

## **ARTICLE XI -- HOLIDAYS AND PERSONAL DAYS**

- 11.1 a. Subject to the limitation specified in Article XIV, Section 14.2, the following shall be recognized as holidays under this Agreement:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Presidents' Day        | Veteran's Day          |
| Good Friday            | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Christmas Day          |
| Juneteenth             |                        |

- b. For those employees assigned to the Patrol Division, a holiday shall begin at 2300 hours on the day before the actual holiday and continue for the next twenty-four (24) hours.
- c. For those employees not assigned to the Patrol Division, a holiday shall coincide with the day designated by the City as the day to observe said holiday.
- d. Any time off with pay allowed all other City of Groton municipal employees solely as a result of an unanticipated holiday or day of mourning, shall be provided in equal measure for those members working when such time off is granted for all other City employees. This shall also include days that City Hall is closed by the Mayor or his designee for inclement weather or an emergency.

- 11.2 Of the twelve holidays provided by this Article, an employee shall receive holiday pay for up to four (4) days at his discretion, and shall have either the holiday off or a compensatory day for the remainder. The employee shall notify the Chief of Police or his designee in writing, no later than March 1<sup>st</sup> of each calendar year as to those holidays for which he elects to receive pay and those holidays for which he elects to receive compensatory time. Payment for a holiday shall not be made prior to the day being earned by the employee.

- a. Employees may elect to take such compensatory time off at any time after the date of the holiday, subject to the operating requirements of the Department; however, any unused compensatory time off for holidays shall be allowed to accumulate up to a maximum of eighteen (18) days for any employee. Compensatory days may be granted at the discretion of the Chief and/or his/her designee.
- b. When the assigned shift strength is below four (4) sworn officers on the day on which compensatory time is desired, the employee must request compensatory time a minimum of twenty-four (24) hours in advance of the assigned shift starting time. When the assigned shift strength is four (4) or more sworn officers, the request shall be made at least eight (8) hours prior to the shift and the request may be granted at any time up to and including the date concerned. During the period between June 15<sup>th</sup> and September 15<sup>th</sup> annually for the evening (3:00 p.m. – 11:00 p.m.) shift, when the assigned shift strength is below five (5) sworn officers on the day on which the compensatory time is desired, the employee must request compensatory time a minimum of twenty-four (24) hours in advance of the assigned shift starting time. When the assigned shift strength is five (5) or more sworn officers, the request shall be made and may be granted up to and including the date concerned provided the request is made at least eight (8) hours before the start of the shift.
- c. Subject to the operating requirements of the Department, one (1) employee, and no more than one (1) employee per shift, may take time off on a holiday, except that two (2) employees may be off on Thanksgiving or Christmas (and if an employee is off on one of those major holidays, he may not be off on the other unless no one else has requested the holiday.) The Chief of Police or his designee, may, at his discretion, waive this limitation on time off for holidays. Other employees, including those for whom the holiday falls on a regularly scheduled day off, shall receive holiday pay calculated at eight (8) hours at his regular straight time hourly rate or a compensatory day in lieu of time off for the holiday.
- d. Compensatory time may be used at the start of the shift in increments up to four (4) hours if: The request is made more than one (1) hour prior to the beginning of the shift and if the shift is adequately staffed.

11.3 An employee working on a holiday, except Christmas and Thanksgiving, shall receive one and one half (1½) times his regular hourly rate. An employee working on Christmas and Thanksgiving shall receive two (2) times his regular hourly rate. In addition, any employee working on a holiday shall receive eight (8) hours compensatory time off or a holiday pay as provided in Section 11.2 of this Article. Employees ordered to work shall receive double time on holidays.

11.4 The Department shall maintain a record for each employee of all compensatory time taken and accumulated, and shall furnish a copy to the Union every three (3) months.

11.5 In the event two (2) or more employees on a shift simultaneously elect the same days for compensatory time off or time off on a holiday, the senior officer shall be given preference.

- 11.6 If an officer who is attending the Academy has no school because the Academy has a holiday, the officer shall report to work at the Department unless he is told by the Chief of Police or his designee to take the day as a holiday.
- 11.7 Subject to the limitation specified in Article XIV, Section 14.2, each employee shall be entitled to two (2) personal days annually in each fiscal year, which may be taken with the approval of the Department.

## **ARTICLE XII -- OVERTIME**

- 12.1 All overtime due shall be paid at the rate of one and one half (1½) times his regular hourly rate for all hours thereof, in excess of eight (8) hours per day or regular work schedule. Employees who perform overtime duty for the major portion of fifteen (15) minutes beyond the terminal hour of their regular tour of duty shall be paid for fifteen (15) minutes overtime and for each fifteen (15) minutes thereafter, the major portion of which is worked by the employee, he shall receive the full fifteen (15) minutes of overtime pay.
- 12.2 a. Unless otherwise specified herein, employees ordered to work on a regularly scheduled day off, whether for a full eight (8) hours or less, shall be paid not less than a full day's pay, at a rate of one and one half (1½) times their regular hourly rate.
- b. Employees who are offered overtime on a regularly scheduled day off through the overtime card system, and accept work on a voluntary basis, shall be paid not less than four (4) hours at a rate of one and one half (1½) times their regular hourly rate.
- c. Notwithstanding Sections 12.2a and 12.2b above, minimums shall not apply to overtime assignments as described in Article XII, Section 12.6 below.
- d. Regular days off are those days when an officer is not scheduled to work. Regular days off do not include vacation leave, personal leave, sick leave, casual leave days or any other day when an officer scheduled to work is granted time off.
- 12.3 When an employee is required to return to duty to perform overtime duties on a regular working day, and when the overtime hours so worked are not continuous with the employee's regular duty hours, he shall be paid not less than four (4) hours at a rate of one and one half (1½) times his regular hourly rate. Overtime pay shall not be subject to minimum hours provisions if the employee leaves work prior to the completion of the assignment or prior to being dismissed by a supervisor.
- 12.4 Notwithstanding any other provision in this Agreement, overtime pay shall not be subject to any minimum hours provision if such overtime is contiguous to the beginning or end of an employee's scheduled work shift.

- 12.5 In all overtime assignments, sworn members of the Department who have successfully completed field training shall be given preference, and the same shall be allocated by means of a card file, an electronic or paper record system. There shall be established two (2) separate overtime card files, electronic or paper records, one for Patrol Officers and one for Supervisors (i.e. Corporals, Sergeants and Lieutenants).
- a. The Patrol Officers' overtime card file, electronic or paper records system shall each bear the name of an employee who has indicated his desire for such overtime work. As overtime becomes available, assignments shall be offered on a rotation basis. The cards, electronic or paper records of employees accepting overtime, and the cards, electronic or paper records of employees who reject such overtime, shall be placed at the rear of the file. Non-contact shall be considered refusal. If an employee's card, electronic or paper record is placed at the rear of the file in error, the employee shall be offered the next available overtime to make up for the offer that was missed as a result of the error.
  - b. The Supervisor's overtime card file system shall consist of cards, each bearing the name of a Supervisor. As overtime becomes available, assignments shall be offered on a rotation basis. The cards of employees accepting overtime, and the cards of employees who reject such overtime, shall be placed at the rear of the file. Non-contact shall be considered refusal. The Chief of Police or his designee shall solely determine the appropriate number of supervisors required for any assignment. All Supervisors shall be in the Supervisors' overtime card file system. Patrol Officers shall not be hired to fill overtime vacancies for Supervisors. Supervisors will not work DWI overtime or cover Patrol Officer vacancies, unless there are insufficient Patrol Officers desiring such overtime work and the hiring of said Supervisors is approved by the Chief of Police or his designee.
  - c. Overtime assignments for special events shall be made from a separate overtime card file system. It is expressly understood and agreed that said special events shall be limited to strikes, boat launchings, demonstrations, public firework displays, commissioning of submarines, road races, charity walks and other similar public events which are held in the City of Groton. As overtime becomes available, assignments shall be offered on a rotation basis. The overtime card file system for this Section of this Article shall consist of cards, each bearing the name of an employee who has indicated his desire for such overtime work. All members of the bargaining unit shall be eligible to be included in said system. The cards of employees accepting overtime and the cards of employees who reject such overtime shall be placed at the rear of the file.
    1. Notwithstanding the foregoing, the overtime card file system for special events that occur on the day shift, Monday through Friday, excluding holidays, shall operate as follows: It shall be the sole determination of the Chief of Police or his designee as to the appropriate number of supervisors for such events. Once that number has been achieved, following the normal order of rotation within the Special Event Overtime Card File System,

Supervisors may be bypassed, and the remaining openings may be filled by Non-Supervisors following the normal order of rotation within said Special Event Overtime Card File System.

2. For all special events, as defined in Section 12.5c above, it shall be the sole determination of the Chief of Police or his designee, as to the appropriate number of overtime assignments. If the ordinary order of rotation does not yet yield a sufficient number of Supervisors, as initially determined by the Chief of Police or his designee, Patrol Officers may be bypassed in order to secure such Supervisors.

- 12.6 Notwithstanding the aforesaid, the card file system shall not pertain to the overtime assignments which would be best completed by personnel with specialized training, such as officers assigned to the Detective Division, the Crisis Response Team, the Marine Patrol, the Dive Team, Range Officers, the Training Coordinator, the Accident Investigation Team and the Youth Officer. An officer who has successfully completed a specialized course, may also be added to the above-referenced positions and, thus, excluded from the card file system. In addition to the above-referenced exceptions, the Chief of Police or his designee may bypass the card file system in order to make overtime assignments to meet special needs, such as undercover work for which a particular officer is suited. The hours worked on such special overtime assignment shall be "charged" to the employee as if he had worked an overtime assignment in the regular rotation. Any officers with special assignments who are ordered in to work (not contiguous with their shift) shall receive a minimum of two (2) hours pay and will be paid at time and one half (1½) pay.
- 12.7 New employees to the Department, who indicate their desire for such overtime work, shall have their cards placed at the rear of the file upon successful completion of their Field Training Officer program.
- 12.8 Nothing contained in this Agreement shall be construed so as to prevent the City from ordering an employee to work in any emergency situation.
- 12.9 Subject to the provision of Section 12.4 above, in the event that the need for overtime arises with less than five (5) hours remaining in the shift, employees working the next shift will have first option at that overtime. Employees working the next shift will be called in the order they are in the overtime box, and shall be paid for actual hours worked at time and one half (1½) pay. Should no one from the next shift accept the overtime, the person with the least amount of seniority scheduled to work the next shift shall be ordered to work and will be paid at time and one half (1½) pay for actual hours worked. Notwithstanding any other section in this Article, if it is alleged that there has been an improper distribution of overtime, as provided for in this Article of the Agreement, a grievance may be initiated in Step One. If it is found, in the investigation of such grievance, that the overtime was not distributed in accordance with this Article, then such employee shall be given the opportunity to perform overtime which shall resolve the inequity from among available overtime selected by department supervision. This shall be the employee's and Union's sole remedy in such a situation.

12.10 Corporals, Sergeants and Lieutenants shall be required to attend staff meetings with ten (10) days notice, as determined by the Chief of Police or his designee. Corporals, Sergeants and Lieutenants reporting when off duty, including on their scheduled day off, shall receive a minimum of four (4) hours pay at their regular hourly rate.

12.11 Whenever a police officer is subpoenaed for a job-related proceeding (other than by the Union for grievance, prohibited practice (MPP) and/or binding interest arbitration) on a scheduled day off, said officer will receive a minimum of four (4) hours' pay. Should the appearance be more than four (4) hours, the officer will be paid an additional hour for each portion of each subsequent hour. Should a police officer be subpoenaed on a scheduled work day, wherein the reporting time is less than four (4) hours prior to, or following his scheduled shift, the officer shall be paid for hours worked and aforesaid minimums will not apply.

Once the police officer becomes aware of, or is issued a subpoena, said officer will not be allowed to take any form of accrued time off during the period covered by the subpoena. The police officer shall make reasonable efforts to be aware of the progress of the case, prior to the scheduled date, and will, on the day of the scheduled appearance, contact the person and/or agency that issued the subpoena to inquire if his appearance is still required.

12.12 Whenever any person accepts a voluntary shift overtime assignment preceding his regularly scheduled shift, and for the reason (sick or personal) he fails to complete said shift, the absence shall be debited to his vacation leave, compensatory time balance, or sick leave, and such debit shall be at straight time.

12.13 Employees shall be eligible to accept a voluntary shift overtime assignment on a day they have taken earned time off, such as vacation, comp-time, personal or redemptive days. Employees shall not be eligible to accept a voluntary shift overtime assignment when they have taken a sick day or funeral day.

12.14 Separate from compensatory time related to holidays as outlined in Article XI, Employees may earn compensatory time in lieu of overtime wages (i.e., wages earned at time and one half under the terms of this Agreement for hours over 40) for up to eight (8) full-time shifts in a fiscal year; at time and one half for eight (8) full time shifts, the maximum compensatory time is ninety-six (96) compensatory hours. Compensatory time does not roll over from year to year, and must be used or otherwise converted to payment at the end of the year.

12.15 In the event of an inadvertent violation in the assignment of overtime under this Article, which violation reasonably cannot be rectified in advance of the assignment as determined in the discretion of the Chief or his/her designee, the City shall offer the aggrieved employee the next available overtime opportunity, as the sole remedy.

## ARTICLE XIII -- VACATIONS

13.1 Employees shall be granted time off with pay for vacation according to the following schedule:

- 14 days after 1 year
- 15 days after 5 years
- 16 days after 6 years
- 18 days after 7 years
- 21 days after 8 years
- 28 days after 15 years

13.2 Effective July 1, 2016, the vacation period shall be calculated from anniversary date. Vacation shall be prorated in the first year commencing July 1, 2016, no officer will lose vacation as a result of the proration. Vacation time must be taken, if at all, in the year assigned and cannot be thereafter accumulated. However, up to fourteen (14) days' vacation may be carried over to the next for good cause shown, provided that the written approval of the Chief of Police or his designee has been obtained.

13.3 An employee's vacation shall be determined on the anniversary date of his employment, and department seniority shall prevail in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirements of the Police Department shall prevail. When choice of date has been granted, it will not be interfered with except in cases of emergency. Any employee who fails to submit his choice of vacation by June 1<sup>st</sup> will forfeit vacation choice by seniority for that year.

13.4 Bidding for vacation by Patrol Officers shall be by shift. The Department shall maintain three (3) vacation schedules for Patrol Officers, one for each shift. One Patrol Officer from a shift may be on vacation at a time. If staffing permits, the Chief of Police or his designee may approve more than one Patrol Officer from a shift being on vacation at the same time.

- a. If an officer's vacation has been approved and he is subsequently transferred to another squad, the initial approval shall not be withdrawn.
- b. There shall be a separate vacation schedule for Sergeants. One (1) Sergeant may be on vacation at any given time unless authorization for more than one (1) is granted at the sole discretion of the Chief of Police or his designee.
- c. There shall be a separate vacation time for employees assigned as Detectives. One (1) Detective may be on vacation at any given time unless authorization for more than one (1) is granted at the sole discretion of the Chief of Police or his designee.

13.5 Employees hired before July 1, 2013, separating from City service who are not terminated for cause shall be paid for the remainder of the vacation leave accumulated on the last anniversary of the employee's date of hire and not used (i.e., time actually on the books), *plus* one-twelfth of the amount of vacation accumulated on the last anniversary of the

employee's date of hire for each full month of employment completed by employee in the then-current fiscal year, up to a maximum additional payment of one-half of the amount of vacation accumulated on the last anniversary of the employee's date of hire (i.e., if an employee who was hired on July 1 had 28 days placed on the books on July 1 and leaves employment on September 1, he/she will receive an additional 2/12 of 28, or 4.67 days payment; if the employee leaves on February 1, he/she would receive an additional 6/12 of 27, or 14 days).

Employees hired on or after July 1, 2013, shall be paid only for the remainder of the vacation leave accumulated on the last anniversary of the employee's date of hire and not used (i.e., time actually on the books).

- 13.6 In the event of an employee's death, his prorated accumulated vacation pay shall be paid to the employee's designated beneficiary. In the event the employee's designated beneficiary does not survive him, then such pay shall be paid to the employee's children, if any, in equal shares. In the event such deceased employee is not survived by a beneficiary or children, such pay shall be paid to his estate. Notwithstanding the provisions of this Section, an employee shall designate in writing to the City Finance Director, the name or names of the persons he wishes to receive such accumulated vacation pay, and in the event of his death, such pay shall be paid to the person or persons so designated.

#### **ARTICLE XIV -- HOURS OF WORK**

- 14.1 The regular work cycle for the Patrol Division shall be a 5-2, 4-2 schedule beginning on a Monday and ending on a Sunday and repeating every fifty-six (56) consecutive days. The scheduled shifts shall be:

7:00 a.m. – 3:00 p.m.  
3:00 p.m. – 11:00 p.m.  
11:00 p.m. – 7:00 a.m.

- 14.2 Employees of the Patrol Division who work the above-referenced 5-2, 4-2 schedule shall not earn eight (8) hours compensatory time for Columbus Day Article XI, Section 11.1) Further, said employees shall not be granted the time due day specified in Article XII, Section 12.9. The schedule for the Relief Sergeant shall be a 5-2, 4-2 schedule. The Relief Sergeant shall rotate from shift to shift each workweek to fill the vacancies created by Shift Sergeants on their regular days off. The rotation of shifts shall be circadian in nature moving from the day shift to the evening shift to the midnight shift each workweek.

- 14.3 Within the Patrol Division, there shall be a total of two (2) spare men as follows:
- a. Two (2) spare men who shall be the least senior Patrol Officers in the bargaining unit;
  - b. The work hours of spare men may be changed to meet the operating requirements of the Department, except that, absent an emergency, no such employee shall be

required to work more than one hourly schedule in any five (5) consecutive day or four (4) consecutive day period, as applicable.

- c. Spare men shall be in addition to Patrol Officers, if any, currently working the same hourly schedule.
- 14.4 Employees shall only be required to work the hours of the work period to which they are assigned for each work period. However, personnel who are on modified duty due to an on-duty or off-duty injury or illness may be assigned different work hours for period of time of not less than one (1) week.
- 14.5 Once designated, an employee's regular days off shall not be changed without the express approval of the employee.
- 14.6 No employee shall be required to work in excess of sixteen (16) consecutive hours, except in an emergency situation, in which the Chief or his designee must be notified.
- 14.7 During each eight (8) hour tour of duty, employees shall be allowed thirty (30) minutes for a meal break. Officers shall remain available by radio or phone during their meal breaks and shall respond to calls for service, as required by the Shift Supervisor.
- 14.8 All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes, and a copy of the same shall be furnished to the Union. At the end of the work period, a copy of the work schedule shall likewise be furnished to the Union.
- 14.9 Sections 14.1 through 14.6 are designed to cover the employees assigned to the three (3) patrol shifts of the Department that provide the City with its basic police protection. Special units of the Department, including, but not limited to, those assigned as Detectives and/or those assigned to any other administrative assignments shall not be subject to these Sections. Such divisions shall work a five (5) day week, Monday through Friday, with two (2) consecutive days off per week. Each workday shall consist of eight (8) hours with thirty (30) minutes allowed for meal breaks. Officers shall remain available by radio or phone during their meal breaks and shall respond to calls for service, as required by the Shift Supervisor. The Lieutenants shall work a five (5) day week, with two (2) days off per week. Lieutenants shall be assigned to positions and shifts by the Chief of Police or his designee. Lieutenants shall be given one week's notice of any scheduled change, except in emergencies. There shall be a Second Lieutenant Position created with the execution of a Memorandum of Understanding. (See Appendix G)
- 14.10 Employees on assignment as Detectives normally work Monday through Friday 8:00 a.m. – 4:00 p.m. However, nothing herein shall prevent the Chief of Police or his designee, from assigning the detective supervisor, a detective (or detectives), the youth officer, or any officer working an administrative assignment to a shift other than that designated above. Any such shift shall be rotated equitably among all qualified detectives and the Detective Sergeant in the Detective Division. Said detective or detectives shall be paid at

the applicable straight time rate to include applicable shift incentives between 4:00 p.m. and 7:00 a.m. A detective previously scheduled for a shift change assignment, shall not be eligible for a conflicting overtime assignment; however, he will remain at the top of the available list. In addition, a detective previously scheduled for an overtime assignment that conflicts with a shift change assignment shall not be assigned that shift change assignment, but remain at the top of the shift change available list. The change of hours shall be made at the time of the posting of the schedule. No change of the employees schedule shall occur after the schedule has been posted unless said employee voluntarily agrees to the change, provided however, the employees schedule can be changed when an employee is promoted, transferred or demoted. Any such shift change shall be one continuous shift and said change shall be made prior to the posting of the schedule.

14.11 a. Exchange of Scheduled Work Days on Same Shift

1. With the prior approval of the Chief of Police or his designee, police officers assigned to the same shift may exchange a scheduled workday with another police officer of the same rank under the following terms and conditions:
  - a) The request is submitted to the shift sergeant, in writing, at least seventy-two (72) hours prior to the requested change.
  - b) The police officer requesting the changes has found a replacement within the same shift and has notified the shift sergeant of the replacement's identity at the time of the request or at least seventy-two (72) hours prior to the requested change. Further, both participants shall sign the appropriate form indicating their agreement and acceptance of the terms and conditions of the swap.
  - c) All exchanges under this provision must be wholly within the posted fifty-six day (56) work period. A police officer shall be limited to four (4) such requests during any posted fifty-six (56) days work period. Each police officer involved in a swap shall be considered to have used one (1) swap.
2. This provision shall not apply to "spare" officers as defined in this Agreement.
3. Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

b. Same Work Day Swapping of Shifts

1. With the prior approval of the Chief of Police or his designee, any request to change a shift with another police officer of the same rank from the

posted schedule for the same work day may be granted under the following terms and conditions:

- a) The request is submitted in writing to the shift sergeant at least seventy-two (72) hours prior to the requested shift change.
  - b) The police officer requesting the changes has found a suitable replacement and has notified the shift sergeant of the replacement's identity at the time of the request, or at least seventy-two (72) hours prior to the requested change. Further, both participants shall sign the appropriate form indicating their agreement and acceptance of the terms and conditions of the swap.
  - c) All exchanges under this provision must be wholly within the posted fifty-six (56) day work period. A police officer shall be limited to four (4) such requests during any posted fifty-six (56) day work period. Each officer involved in a swap shall be considered to have used one (1) swap.
  - d) In no case shall a request to swap a shift for a single day be approved if the same creates a work period of more than eight (8) consecutive hours. Further, no such request shall be approved if the same creates an overtime situation for the City.
2. This provision shall not apply to "spare" personnel as defined in this Agreement.
  3. Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

c. Exchange of Entire Work Periods

1. With the prior approval of the Chief of Police or his designee, police officers may be allowed to swap four (4) or five (5) day work periods with another police officer of the same rank under the following terms and conditions:
  - a) The police officers must be Grade A Police Officers.
  - b) The police officer requesting the change has found a willing, suitable replacement police officer and that both participants shall sign an appropriate form indicating their agreement and acceptance of the terms and conditions of the swap. Such requests to swap shift cycle work periods shall be in writing and submitted to the Chief of Police or his designee fourteen (14) days in advance.

- c) Police officers shall be required to have a minimum of one (1) work period on each shift per calendar year.
- d) This provision shall not apply to “spare” police officers as defined in this Agreement.
- e) In no case shall a request to swap an entire work period be approved if the same creates a work period of more than eight (8) consecutive hours. Further, no swap or exchange shall be permitted that would encumber the City to any exposure or liability to additional overtime.
- f) Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole unfettered discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

14.12 a. Shift Bidding

1. The number of personnel on any shift or assignment will be solely determined by the Chief of Police or his designee, with officer safety given primary consideration and utilizing sound management principles. However, regardless of any other condition therein, no less than four (4) slots shall be available to the day shift for patrol officers to bid. For purposes of this section the term “patrol officers” shall include one (1) corporal such that the four (4) slots discussed above shall be filled with three (3) patrol officers and one (1) corporal.
2. The bid cycle shall be 5 on 2 off, 4 on 2 off, beginning on a Monday and ending on a Sunday for a total of fifty-six (56) days.
3. Bidding shall be by seniority within the ranks for the first, second and third shift, with the following exceptions:
  - Any officer under investigation for department violations or as a result of a civilian complaint may lose the right to bid and be assigned by the Chief of Police or his designee for the duration of such investigation. An officer may also be placed on special assignment outside the bidding structure according to such special operating needs of the department.
  - Personnel assigned as Detectives and/or to any other administrative assignment, are not included in any bidding.
  - Lieutenants will not be included in the bidding but will be assigned by the Chief of Police or his designee.

- Sergeants shall be allowed to bid under the same terms and conditions within their own rank. One (1) slot within the first, second, third and relief shift shall be available to bid by seniority.
  - Corporals shall be allowed to bid under the same terms and conditions within their own rank. One (1) slot with the first, second and third shift shall be available to bid by seniority
  - No overtime shall accrue to any person by reason of a voluntary change or swap of shift.
  - Probationary employees will not be a part of the shift bidding process until after successful completion of their probationary status.
  - Probationary employees will be assigned at the discretion of the Chief of Police or his designee, for any one of the three (3) shifts.
4. The City shall make reasonable attempts to publish shift assignments ten (10) days prior to the commencement of any cycle.
  5. Vacation time in excess of four (4) continuous working days must be scheduled with the bid application to guarantee availability. Vacation requests made after the schedule has been posted will be granted in accordance with the operational needs of the Department. The ability to request vacation shall still be governed by the provisions of Article XIII.

#### **ARTICLE XV -- EXTRA OR SPECIAL POLICE DUTY**

- 15.1 The terms of “Extra Police Work” or “Extra Police Duty”, for the purpose of this Article, shall mean police duty for which an employee is paid by some party other than the City.
- 15.2 All extra duty assignments shall be made by the Chief of Police or his designee.
- 15.3 Extra Police Work assignments shall be allocated by means of a card file, an electronic or paper records system. Said system shall consist of cards, electronic or paper records, each bearing the name of an employee who has indicated his desire for such work. As assignments become available, they shall be offered on a rotation basis. The cards, electronic or paper records of employees accepting assignments, and the cards, electronic or paper records of employees who reject such assignments without a reasonable excuse, shall be placed at the rear of the file. Any Union officer shall have access to such records at any time.
- 15.4 New employees to the Department who indicate their desire for such work shall have their cards placed at the rear of the file. New employees shall not be considered for such work until they have successfully completed the POSTC Academy and the Field Training Officer

program. Lateral-entry employees shall not be considered for such work until they have successfully completed the Field Training Officer program.

- 15.5 Employees working on Extra Duty assignments shall be paid in accordance with the following minimum and hourly rates for the duration of this Agreement. Said minimums shall be for four (4) hours work or less. Assignments involving more than four (4) hours shall be paid on an hourly basis. The rate shall be specified by Appendix A and increase at the same percentage as the increases set out in Article XVI of this Agreement. Extra Duty assignments shall be paid at one and one half (1½) times the Extra Duty rate on Saturday assignments and two (2) times the Extra Duty rate on Sunday assignments.
- 15.6 Whenever a member works more than eight (8) hours in any one (1) day for the same employer, such hours that exceed eight (8) hours shall be paid at the rate of time and one half (1½).
- 15.7 In all Extra Duty assignments, regular members of the Department shall be given preference.
- 15.8 When available, only Union members shall be assigned to jobs where the project being serviced is a Union job.

#### **ARTICLE XVI -- RATES OF PAY**

- 16.1
  - a. Each bargaining unit member shall, as of July 1, 2025, receive as a wage or salary for fiscal year 2025-2026 the amount of base wage or salary he or she was entitled to receive on June 30, 2025, together with an additional three and one-half percent (3.5%). (See Appendix A).
  - b. Each bargaining unit member shall, as of July 1, 2026, receive as a wage or salary for fiscal year 2026-2027 the amount of base wage or salary he or she was entitled to receive on June 30, 2026, together with an additional three and one-half percent (3.5%). (See Appendix A).
  - c. Each bargaining unit member shall, as of July 1, 2027, receive as a wage or salary for fiscal year 2027-2028 the amount of base wage or salary he or she was entitled to receive on June 30, 2027, together with an additional three and one-half percent (3.5%). (See Appendix A).
  - d. Each bargaining unit member shall, as of July 1, 2028, receive as a wage or salary for fiscal year 2028-2029 the amount of base wage or salary he or she was entitled to receive on June 30, 2028, together with an additional three and three-quarters percent (3.75%). (See Appendix A).
- 16.2 Upon appointment to the Department, all Police Officers will be classified as Police Officer (D) or at a higher grade (up to Grade A) per the sole discretion of the Chief of Police or his designee and the City Council, and receive the rate of pay provided for this position in

Section 16.1. Upon completion of twelve (12) months of satisfactory service, he shall be advanced to Grade C and receive the rate of pay provided. Upon the completion of twelve (12) months in Grade C, he shall be advanced to Grade B and receive the rate of pay provided. Upon completion of twelve (12) months in Grade B, he shall be advanced to Grade A, and receive the rate of pay provided. For rate of pay purposes, Lateral transfers may 1) be placed on the wage schedule at Police Officer Grade C, per the discretion of the City and 2) have years of prior service count towards years of service in Groton at the rate of three years shall count as one year for the City of Groton for pay consideration. Such officer(s) must be in good standing with the prior employer and the City of Groton.

16.3 Whenever any employee works in a higher rank than his regular rank, i.e. Acting Lieutenant or Acting Sergeant, such employee, for each day of such service shall receive pay for the next higher step. Corporal pay is located in Appendix A.

1. Effective July 1, 2021, Corporals' salary will be adjusted to \$83,498.76 (current Detective rate times 2.50% plus \$500).
2. Effective July 1, 2021, Corporals can be ordered in as Supervisors and will be added to the Supervisors overtime list for voluntary and mandatory overtime. Corporals will not be ordered in as Patrol Officers, but will have the opportunity to work patrol shifts not filled by Patrol Officers.

16.4 a. Additional compensation shall be paid for continuous service in accordance with the following schedule:

|                  |                   |
|------------------|-------------------|
| 5 – 9 years      | 1.05% of base pay |
| 10 – 14 years    | 1.15% of base pay |
| 15 – 20 years    | 1.25% of base pay |
| 21 or more years | 1.35% of base pay |

b. Said additional compensation referenced in Section 16.4a. of this Article shall become due and payable on the next regular pay date following the anniversary date of the employee's appointment to the Department. In the event an employee is terminated for any reason, he shall receive a pro rata amount of longevity pay to which he would be entitled on his next anniversary date.

16.5 a. Whenever any Police Officer is assigned to an administrative assignment for more than five (5) calendar days, s/he shall be compensated at the Detective rate in accordance with Appendix A.

b. Whenever a Police Officer is assigned to an investigative assignment such as Youth Officer or any assignment to any regional, state or federal investigative unit for more than five (5) calendar days, s/he shall receive the Detective rate of pay during the times assigned.

- 16.6 Shift Differential. A shift differential of one dollar (\$1.00) per hour shall be paid to officers scheduled and working either the 3:00 p.m. to 11:00 p.m. shift and at a rate of one dollar and fifty cents (\$1.50) for the 11:00 p.m. to 7:00 a.m. shift. This differential shall not be used in the calculation of overtime, vacations, holidays, pension or any other benefits. The differential is treated strictly as a “tack-on” amount. An employee who is called into work the 3:00 p.m. to 11:00 p.m. shift or the 11:00 p.m. to 7:00 a.m. shift and, in fact, works the shift, shall be paid the differential as a “tack-on” for all hours so worked.
- 16.7 Effective upon ratification of this Agreement, the City retains the discretion to pay employees through direct deposit.
- 16.8 The City may, upon mutual agreement with all City unions, and with at least one hundred and twenty (120) days’ notice, implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation, provided other City unions have agreed to bi-weekly pay.

## ARTICLE XVII -- INSURANCE

- 17.1 The City shall provide for each employee and enrolled dependent the following insurance:
- a. Medical Insurance Coverage and Co-Pay by Employees. HDHP/HSA with \$2000/\$4000 deductible shall be the only plan offered. Plan design is attached as Appendix B. The City shall contribute 50% of the deductible on July 1<sup>st</sup> of each year.
- Effective July 1, 2025, the premium share for the HDHP/HSA shall be fourteen percent (14%); effective July 1, 2026 the premium share for the HDHP/HSA shall be fourteen and one-half percent (14.5%); effective July 1, 2027 the premium share for the HDHP/HSA shall be fifteen percent (15%); effective July 1, 2028 the premium share for the HDHP/HSA shall be fifteen and one-half percent (15.5%).
- b. Long Term Disability Insurance Coverage.
- c. Life Insurance in the amount of \$50,000.00 per employee.
- d. Dental Plan. The City shall provide dental benefits (with rider A) for employees and dependents in accordance with Appendix C or any other plan provided that the benefits are not less than those provided in Appendix C. Effective July 1, 2021, the City shall pay eighty-eight percent (88%) of the premium cost and employees shall pay twelve percent (12%) of the premium cost. Effective July 1, 2022, the City shall pay eighty-seven and one-half percent (87.5%) of the premium cost and employees shall pay twelve and one-half percent (12.5%). Effective July 1, 2023, the City shall pay eighty-seven percent (87%) of the premium cost and employees shall pay thirteen percent (13%). Effective July 1, 2024, the City shall pay eighty-six percent (86%) of the premium cost and employees shall pay fourteen percent (14%).

- e. Safety Prescription Glasses. The City will pay a maximum of one hundred and fifty dollars (\$150.00) towards the cost per prescription of one (1) pair of safety prescription glasses, no more than once every twelve (12) months, provided that such glasses are purchased through the City. Additional pairs of glasses with the same prescription, or a request for glasses with a different prescription made within said twelve (12) month period will be paid for in total by the employee.
  
- f. Medical Waiver
  - 1. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement and, in lieu thereof, shall receive an annual amount of three thousand five hundred dollars (\$3,500.00). Payment of this amount to those employees waiving coverage shall be made in equal payments (of \$1,750.00) in January and July. Employees hired after July 1, 2025 who voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement shall receive an annual amount of two thousand dollars (\$2,000.00) for payment in lieu of coverage. Payment of this amount to those employees waiving coverage shall be made in equal payments (of \$1,000.00) in January and July. Proof of change in insurance status may be required by the Finance Director. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the Department or the City of Groton.
  - 2. Where a change in an employee's status prompts the employee to resume City provided insurance coverage, the written waiver may, upon written notice to the Finance Director be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
  - 3. Notice of intention to waive insurance coverage must be sent to the Chief of Police or his designee not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Chief of Police or his designee, with proof of alternative insurance coverage.
  - 4. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- g. The City shall have the right to substitute benefits which are substantially equivalent, with 45 days' notice to the Union, City to provide a side-by-side plan comparison, which shall be subject to grievance arbitration regarding whether the two plans are substantially equivalent.

17.2 Retirees. The City shall provide for each retiree who retires with a normal, early or disability retirement pension under the provisions of the Retirement Plan for Police of the City of Groton, the following insurance to the extent and under the terms and provisions of the programs, which are provided to bargaining unit personnel:

- a. Life insurance in the amount of \$20,000.00 per retiree at no cost to retiree.
- b. The Retiree shall pay the same cost share toward the premium/allocated rate as that paid by then-current bargaining unit members for individual and spousal coverage under the medical and prescription drug coverage and dental coverage offered to employees of the Police Department for a retiree under the pension plan between the ages of sixty (60) and Medicare eligibility. Spousal coverage will cease if the spouse reaches Medicare eligibility age before the employee reached Medicare eligibility age.
- c. An employee who retires under the provisions of the pension plan on or after age fifty (50) and before age sixty (60) may purchase the medical and prescription drug coverage and dental coverage specified above in Section 17.1 of this Article that is available to employees of the Police Department at that time, for himself, his spouse and dependents at his/her sole cost, i.e., 100% of the cost of the then current group rates. Should the retired employee or his spouse be employed elsewhere after the employee's retirement and have comparable benefits available at no greater cost than the City's group rates for insurance, the benefits provided under this Section shall be suspended, but shall be reinstated if the employee and/or spouse subsequently terminates said employment. The aforesaid is conditioned on the City's insurance carrier permitting such coverage. Further, the employee must make, in advance, period premium payments in the form and amount required by the City. Failure to make such prepayments will relieve the City of any further obligations under this Section.
- d. Effective with the execution of this Agreement, or as soon thereafter as practicable, the spouse and dependents of an employee who dies in the line of duty and/or who retires pursuant to a disability retirement, may also purchase the insurance coverage as described above at his/her sole cost, i.e., 100% of the cost of the then current group rates, until the start of Medicare eligibility, and under the conditions outlined in Section 17.2(c) above, except that the age fifty (50) minimum shall be waived. The aforesaid is conditioned on the City's insurance administrator and/or carrier permitting such coverage. Further, the employee must make, in advance, period premium payments in the form and amount required by the City. Failure to make such prepayments will relieve the City of any further obligations under this Section.

Lastly, dependent coverage is subject to the age limitations prescribed by the City Plan in effect for bargaining unit personnel.

- 17.3 The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance as required by this Agreement with a portion of their salary, prior to federal income or social security tax. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefits programs maintained by the City or required by law.
- 17.4 Alternate Insurance Coverage. Unless otherwise specified in this Agreement, the City shall continue to provide coverage (as set forth in the collective bargaining agreement and amended and/or negotiated from time to time. In addition, the City may offer one and/or more alternate plans as an option to the primary health insurance plan referenced above, including, but not limited to, an HDHP/HSA. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate plan.
- 17.5 Effective, as soon as reasonably practical and consistent with the law, the City will provide members the opportunity to participate in a Flexible Spending Account ("FSA").

#### **ARTICLE XVIII -- UNION BUSINESS LEAVE**

- 18.1 The three (3) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the City and the Union for the purpose of negotiating the terms of said contract when such meetings take place at a time during which such members are scheduled to be on duty.
- 18.2 The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- 18.3 Such officers and members of the Union, not to exceed three (3), shall be granted leave from duty with full pay for Union business, such as attending labor conventions, educational conferences or council conferences, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed twelve (12) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance of the leave whenever possible.

## **ARTICLE XIX -- MILITARY LEAVE**

- 19.1 Any permanent employee who leaves the service of the City to join the military forces of the United States during time of war or other National Emergency, or who is inducted by Selective Service, shall be placed on military leave without pay.
- 19.2 Such leave shall extend for the period of service with the military forces and for ninety (90) days after discharge from the service.
- 19.3 Any employee, on military leave, who applies for reemployment to the Police Department within ninety (90) days from the date of his discharge, shall be entitled to the position he held at the time his leave was granted, provided he is capable of meeting the minimum qualifications of the job and provided he shall have received an honorable discharge or a general discharge for medical or hardship reasons.
- 19.4 Employees returning to Police Department employment from military leave shall be granted all reemployment rights provided under the Selective Service Act.
- 19.5 Any vacancies resulting from employees entering the Armed Forces shall be filled on a durational basis.
- 19.6 Time spent on military leave shall be considered as continuous employment with the City.
- 19.7 Military leave shall be granted in accordance with applicable Federal and State law and City Ordinances, to permanent employees when required to serve on active reserve or National Guard duty. The employee shall be paid the difference, if any, between his regular police pay and military pay for the duration of their active duty service for a period of up to one (1) year in accordance with City Ordinance #165.
- 19.8 Leave provided for in Section 19.7 of this Article shall not be charged to annual leave.

## **ARTICLE XX -- IN-SERVICE TRAINING**

- 20.1 The Department shall conduct in-service courses and training sessions, some of which will be mandated in order to meet departmental and other training requirements. No police officer shall be required to attend a training session on any day that was previously granted as a time off day prior to the posting of the training notice.
- 20.2 In addition to Section 20.1 of this Article, the Department may conduct additional courses and training sessions designed to improve the professional competence of employees. All such courses or training sessions shall be on a voluntary basis.
- 20.3 The Department will make reasonable effort to schedule mandatory training sessions so as to allow employees to attend during scheduled work hours. Nonetheless, the parties recognize that, in some instances, the same may be impossible or impractical and that

members will have to attend during off duty hours. Members shall attend mandatory training sessions and shall only be paid for actual hours worked at the applicable rate.

20.4 Outside of City of Groton will pay up to \$15 for meal during mandatory training.

## ARTICLE XXI -- PROMOTIONS

21.1 All promotions shall be by examination. There shall be a written and an oral examination. Scoring will consist of fifty-five (55) points for the written examination; forty (40) points for the oral test; and up to, but not in excess of, five (5) points for seniority. The Law Enforcement Council of Southeastern Connecticut shall administer both the written examination and oral examination. Employees shall take the promotional examination on a voluntary basis. Members shall be entitled to seniority credits according to the following system at the time of the closing date of the promotional process;

6 years – 1 point  
8 years – 2 points  
10 years – 3 points  
12 years – 3.5 points  
15 years – 4 points  
18 years – 4.5 points  
20 years – 5 points

“Years” shall be defined as “continuous uninterrupted years of service at the City of Groton Police Department.”

21.2 A Police Officer shall have at least his/her three (3) most recent years as a POST Connecticut certified police officer for the City of Groton before he/she shall be eligible for promotion to Corporal or Sergeant. The date for determination of eligibility is the closing date of the announcement for the acceptance of applications for promotion. Corporals with three (3) completed years in this rank shall receive the points awarded for years of service, plus two (2) additional point standards for the Sergeant’s exam, up to a maximum of five (5) total seniority points.

21.3 A Sergeant shall have three (3) years of service as a Sergeant before he shall be eligible for promotion to Lieutenant or above.

21.4 All promotions within the bargaining unit shall be made from the ranks of the City of Groton Police Department.

21.5 Whenever a promotional eligibility list is established, such list shall remain in effect for one (1) year from the date such list was established.

21.6 A candidate must obtain a passing score of seventy percent (70%) to be eligible for the oral examination.

## ORAL EXAM

- a. Oral examinations shall be administered outside the City of Groton.
- b. All examinees shall be asked similar questions.
- c. To allow for review of the selection process, all oral examinations shall be tape-recorded.
- d. Members of the oral board shall be selected from police departments outside the City and they shall be comparable in size to the City of Groton Police Department.
- e. The Chief of Police or his designee shall submit in writing to the Mayor the list of the top three (3) candidates per the testing procedure listed above upon the posting of the results. The Chief of Police or his designee shall, within ninety (90) days of the posting, recommend his choices from the top three (3) candidates in his order of priority for the Mayor and City Council's approval as stated by City Charter, Article VI, Section 21.3(a) for promotion.

21.7 Notwithstanding any other provision of this Agreement or any past practice, the working test period for all promotions within the Department shall be twelve (12) months. During such period, the employee shall be on probation and may be returned to his former rank at any time by the Chief of Police or his designee if the employee is determined to be unable or unwilling to satisfactorily perform his duties, at the sole discretion of the Chief of Police or his designee. Employees, during the working test period, may voluntarily return to their prior rank.

21.8 Detective Assignment. A Police Officer shall have at least three (3) years as a POST Connecticut certified police officer, with the three (3) most recent years as a City of Groton Police Officer, before he shall be eligible for assignment as a Detective. The Detective assignment shall be made in the discretion of the City following an interview with the Chief and/or his designee. Assignments shall be for three (3) years (unless ended earlier by mutual agreement and/or cause), subject to renewal, if desired by both the City and Detective. In the event an officer assigned as a Detective does not complete the entire assignment period, another Detective shall be assigned in the discretion of the City following an interview with the Chief and/or his designee. The length of the subsequent assignment shall be only for the remainder of that prior assignment period. The assignment of the officer completing that assignment period will be subject to renewal for additional three (3) year assignments if desired by both the City and the officer.

21.9 Detective Sergeant Assignment. A Police Officer/Sergeant shall have at least five (5) years as a POST Connecticut certified police officer, with the five (5) most recent years as a City of Groton Police Officer/Sergeant, including at least the most recent one (1) year as a Sergeant, before he shall be eligible for assignment as a Detective Sergeant. The Detective Sergeant assignment shall be made in the discretion of the City from a pool of interested Sergeants following an interview with the Chief and/or his designee. Assignments shall

be for three (3) years (unless ended earlier by mutual agreement and/or cause), subject to renewal for additional three (3) years assignments, if desired by both the City and Detective Sergeant. In the event an officer assigned as Detective Sergeant does not complete the entire assignment period, another Detective Sergeant shall be assigned in the discretion of the City following an interview with the Chief and/or his designee. The length of the subsequent assignment shall be only for the remainder of that prior assignment period. The assignment of the officer completing that assignment period will be subject to renewal for additional three (3) year assignments if desired by both the City and the officer.

## **ARTICLE XXII -- GENERAL PROVISIONS**

- 22.1 The Police Department will continue to furnish such equipment as is presently furnished, and, whenever possible, furnish such additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.
- 22.2 Clothing, watches, dentures and eyeglasses damaged or destroyed in the line of duty will be repaired or replaced by the City, provided such loss is reported within twenty-four (24) hours, and provided further that said loss does not exceed one hundred dollars (\$100.00) per item, with the exception of prescription items. No loss shall be claimed for jewelry.
- 22.3 The City shall assume full responsibility for any police officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the City Counsel and his staff to act in his behalf.
- 22.4 The City shall give to each employee and to each new employee, when he/she is hired, a copy of this Agreement, a Police identification card and a copy of the Rules and Regulations, Policies and Procedures and Operation Directives of the Department, and policies of the City.
- 22.5 The City shall designate one (1) bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business. The Union and the City of Groton shall monitor this bulletin board and ensure that nothing is posted that denigrates any individual, the Department or the City of Groton.
- 22.6 Employees shall not be required to perform any function normally done by another City Department, agency, or private concern.
- 22.7 All employees shall have the right to review their personnel files upon reasonable request to the Human Resources Director, and at such time that the review will not interfere with the orderly operation of the Department or the City. Such request shall be granted within ten (10) business days (Monday – Friday) of the date of a written request.
- 22.8 Employees shall receive a copy of all communications that are to be entered into their personnel files and they shall be afforded the opportunity to initial such document prior to entry. The employee and the Chief of Police or his designee shall review the personnel file

annually. Personnel files shall be created, managed and retained in accordance with State Law. Employees may request to have any negative material removed from the file pursuant to State Law.

22.9 The City agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union, and the individual employees covered hereunder, expressly agree that there will be no strike, slowdown or work stoppage during the term of this Agreement.

22.10 Effective July 1, 2021, the City shall budget annually, on a fiscal year basis, the sum of twelve thousand dollars (\$12,000.00) for an education fund for the purpose of reimbursing employees for tuition and books for courses in Police Science or Police Administration at an accredited college or university, subject to the conditions outlined below, and to the availability of funds. Should any of said dollars be unexpended in any fiscal year, the same shall not be carried over to the next fiscal year.

- a. The employee must obtain permission from the Chief of Police or his designee prior to the start of the course in order to qualify for reimbursement.
- b. Such reimbursement shall be made to the employee upon receipt of documentation satisfactory to the Chief of Police or his designee of successful course completion with a grade of "C" or better or a "pass" grade in the case where a course is offered only on a pass/fail basis.
- c. Each year, an employee shall be entitled to reimbursement for one (1) approved course on a first come, first served basis until the fund is exhausted. An additional course may be added, provided funds are available and other employees have had the opportunity to enroll and be reimbursed for at least one (1) course.
- d. If an employee resigns voluntarily from the Police Department, the following percentage of contribution of the City shall be refunded to the City, either by direct payment, or by the withholding of the appropriate portion of the employee's terminal pay:

If the employee leaves within one (1) year – 100% returned;  
If the employee leaves within one (1) or two (2) years – 80% returned;  
If the employee leaves within two (2) or three (3) years – 50% returned;  
After three (3) years – no return.

#### 22.11 Educational Incentive

- a. Any member of the bargaining unit who has attained thirty (30) credits or more from an accredited college or university in courses where he has attained a grade of "C" or better (grade point average of 2.0 or better), dealing with Police Science, Police Administration or in a field relating to law enforcement, or towards a degree related to law enforcement, which courses or degree have been approved by the

Chief of Police or his designee, shall receive a lump sum payment of five hundred dollars (\$500.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes.

- b. Any member of the bargaining unit who has attained an Associate Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the Chief of Police or his designee, shall receive a lump sum payment of one thousand dollars (\$1,000.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Section 22.13.a above.
- c. Any member of the bargaining unit who has attained a Bachelor Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the Chief of Police or his designee, shall receive a lump sum payment of one thousand five hundred dollars (\$1,500.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Sections 22.13a or 22.13b above.
- d. Any member of the bargaining unit who has attained a Master Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the Chief of Police or his designee, shall receive a lump sum payment of two thousand dollars (\$2,000.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Sections 22.13a, 22.13b or 22.13c above.

22.12 When scheduling time off for compensatory time, vacation time and time due days, if there is a Lieutenant assigned to the evening (3:00 p.m. – 11:00 p.m.) or midnight (11:00 p.m. – 7:00 a.m.) shifts, it is mutually agreed by the parties that he shall count for purposes of scheduling the aforesaid time off. Notwithstanding the aforesaid, the scheduling of said time off shall be subject to all other relevant articles and sections of this Agreement.

22.13 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

22.14 Each employee certified in CPR shall be paid a stipend of two hundred dollars (\$200.00) per year. If such employee is qualified and authorized to operate issued defibrillator equipment, he or she shall receive an additional stipend of one hundred dollars (\$100.00) per year. Stipends shall be paid in the following month of June.

- 22.15 Any position or job responsibility which does not require the power of arrest, including, but not limited to training, Fleet manager, computer operations or records clerk, may be filled at the discretion of the Chief of Police or his designee, with civilian personnel, and in that case, the Union shall not grieve any such appointments; said civilian personnel shall not be a part of this bargaining unit; and said civilian personnel shall not be compensated in accordance with the terms and conditions of this -Agreement.
- 22.16 The term “years of service”, when used in this Agreement, shall refer solely to the years of continuous, uninterrupted service earned while employed by the City of Groton. Seniority in the department shall be the same as years of service.
- 22.17 Each week, based on a schedule set up by the Chief of Police or his designee, one of the following shall be deemed the on-call investigator: Detective Sergeant, Detective, ~~or~~ Youth Officer or any officer assigned temporarily to perform investigatory duties. The on-call officer is required to carry his/her department issued cellular phone and be able to respond to the call within ten (10) minutes and to report promptly as directed. There will be only one on-call investigator scheduled each week and he or she will be paid one hundred and twenty dollars (\$120.00) per week.

#### **ARTICLE XXIII -- INTENTION TO RETIRE**

- 23.1 Bargaining unit members will provide advance notice of their intention to retire no less than one (1) month prior to their retirement date. Upon written request, the City, in its discretion, may waive this requirement; the City’s decision is not subject to the grievance and/or arbitration process.

#### **ARTICLE XXIV -- PERSONNEL EVALUATIONS**

- 24.1 The City and the Union agree to the need for a system of evaluating personnel performance. Performance evaluations will be completed within the month of September. Performance evaluations will be completed by the sergeants of their subordinates, after discussions with the Chief of Police or his designee. Corporals will be evaluated by Sergeants. Sergeants will be evaluated by their Division Lieutenants. Lieutenants will be evaluated by the Chief of Police or his designee. Newly appointed employees shall be subject to quarterly evaluations during the twelve month probationary period following their graduation from the POSTC Academy.
- 24.2 The performance evaluation form revised as of July 1, 2016 listed in Appendix D is located in the Public Folders file on the City of Groton computer system under HR Performance Evaluation Forms: Police CIPU #8 for ease in completing the form.
- 24.3 Completed performance evaluations will be retained in the individual’s personnel file located in the Human Resources Department.

## **ARTICLE XXV -- POSITION DESCRIPTIONS**

- 25.1 New and promoted employees will be assigned a position description, the duties of which he/she is competent to perform and which generally reflect his/her work. The position descriptions, as amended from time to time, for all assignments will be retained in the individual's personnel file.
- 25.2 Upon the effective date of this Agreement, all bargaining unit members will sign their position descriptions. The original position description will be retained in their personnel file located in the Human Resources Department. If a bargaining unit member is promoted or assigned to a different position, the bargaining unit member will sign the new position description that can be obtained from the Human Resources Department. The new position description will be retained in the individual's personnel file.

## **ARTICLE XXVI -- RETURN TO WORK/TRANSITION POLICY**

- 26.1 Return to Work Program. The City of Groton provides a Return to Work program that plays a key part in workers' compensation disability management. Potential alternate job duties are identified in Appendix E.

## **ARTICLE XXVII -- SAVINGS CLAUSE**

- 27.1 If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof, which shall be valid.
- 27.2 The parties agree that employees shall only be entitled to the benefits set forth in this Agreement and that no such benefits can or will be inferred from the past practice of the parties.
- 27.3 Unless expressly abridged, or relinquished by a specific Section of this Agreement, the rights, powers and authority held by the City, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving the municipality, and the complete operational control over its employees, shall remain vested solely and exclusively in the City of Groton.
- 27.4 All Memoranda of Understanding ("MOU") which apply to the entire bargaining unit (excludes MOU's which apply to a single officer) shall be attached to this collective bargaining agreement. No MOU shall have any force or effect unless attached to and incorporated in the collective bargaining agreement.

## **ARTICLE XXVIII -- MANAGEMENT RIGHTS**

- 28.1 The Union recognizes that, subject to the terms of this Agreement, management has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:

- a. To maintain discipline and efficiency of employees; to prescribe rules to that effect;
- b. To determine the need for removing, replacing, and purchasing new equipment;
- c. To determine the need for purchasing from outside sources products or the maintenance of said products;
- d. The right to introduce new and improved methods or improve old methods of operation.
- e. The right to direct, control, discipline, evaluate, and supervise officers.
- f. The right to institute technological changes.
- g. The establishment and change of standards and quality standards.

#### **ARTICLE XXIX -- ASSIGNMENTS**

- 29.1 An officer selected for a special assignment, including, but not limited to, Youth Officer, Accreditation/Evidence, Administrative Sergeant, Traffic or Task Force will be for a period of two (2) years and may include a subsequent period of an additional two (2) years. The selection for Youth Officer shall be made by July 1<sup>st</sup> for each assignment period.

All special assignments are at the discretion of the Chief of Police and Members may be removed with a seventy-two (72) hours notice for cause.

#### **ARTICLE XXX -- DURATION**

- 30.1 Unless otherwise specified herein, this Agreement shall be in effect on July 1, 2025 and shall remain in effect until June 30, 2029 and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon any anniversary of said Agreement, by giving to the other party not less than one hundred fifty (150) days' written notice of intention to propose amendment. Within thirty (30) days of receipt of such notice by either party, a conference shall be held between the City and the Union for the purpose of such amendment, modification or termination.
- 30.2 Pensions are provided in accordance with the terms of a Pension Agreement between the parties. All parties agree that there shall be no reopener of the current Pension Agreement at any time prior to June 30, 2029. Any dispute over the pension provisions may be processed in accordance with the Grievance Procedure outlined in this Agreement. (See Appendix F).

## ARTICLE XXXI -- ENTIRE AGREEMENT

- 31.1 This CBA constitutes the complete and entire Agreement between the parties and neither the City nor the Union shall be bound by any requirement not specifically stated in this CBA, the City Charter or applicable City ordinances. The parties are not bound by the past practices or understandings of the City or the Union unless such past practices or understandings are incorporated in this CBA.

Should a situation arise where the Union or the City were to recollect a past practice not cited within this agreement, the two sides shall meet to negotiate a fair remedy to the dispute.

**APPENDIX A -- WAGES**

| <b>POSITION</b>               | <b>CURRENT WAGE</b> | <b>EFFECTIVE 7/1/2025</b> | <b>EFFECTIVE 7/1/2026</b> | <b>EFFECTIVE 7/1/2027</b> | <b>EFFECTIVE 7/1/2028</b> |
|-------------------------------|---------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|                               |                     | <b>3.50%</b>              | <b>3.50%</b>              | <b>3.50%</b>              | <b>3.75%</b>              |
| <b>LIEUTENANT</b>             | \$51.30             | \$53.10                   | \$54.96                   | \$56.88                   | \$59.01                   |
|                               | \$106,710.85        | \$110,448.00              | \$114,316.80              | \$118,310.40              | \$122,740.80              |
| <b>SERGEANT</b>               | \$44.78             | \$46.35                   | \$47.97                   | \$49.65                   | \$51.51                   |
|                               | \$93,149.77         | \$96,408.00               | \$99,777.60               | \$103,272.00              | \$107,140.80              |
| <b>CORPORAL</b>               | \$42.91             | \$44.41                   | \$45.96                   | \$47.57                   | \$49.36                   |
|                               | \$89,262.69         | \$92,372.80               | \$95,596.80               | \$98,945.60               | \$102,668.80              |
| <b>DETECTIVE</b>              | \$42.66             | \$44.15                   | \$45.70                   | \$47.30                   | \$49.07                   |
|                               | \$88,732.80         | \$91,832.00               | \$95,056.00               | \$98,384.00               | \$102,065.60              |
| <b>POLICE OFFICER GRADE A</b> | \$40.79             | \$42.22                   | \$43.70                   | \$45.23                   | \$46.93                   |
|                               | \$84,853.58         | \$87,817.60               | \$90,896.00               | \$94,078.40               | \$97,614.40               |
| <b>POLICE OFFICER GRADE B</b> | \$39.30             | \$40.68                   | \$42.10                   | \$43.57                   | \$45.20                   |
|                               | \$81,753.91         | \$84,614.40               | \$87,568.00               | \$90,625.60               | \$94,016.00               |
| <b>POLICE OFFICER GRADE C</b> | \$37.86             | \$39.19                   | \$40.56                   | \$41.98                   | \$43.55                   |
|                               | \$78,745.40         | \$81,515.20               | \$84,364.80               | \$87,318.40               | \$90,584.00               |
| <b>POLICE OFFICER GRADE D</b> | \$33.60             | \$34.78                   | \$36.00                   | \$37.26                   | \$38.66                   |
|                               | \$69,879.42         | \$72,342.40               | \$74,880.00               | \$77,500.80               | \$80,412.80               |
| <b>MON-FRI</b>                | \$63.62             | \$65.85                   | \$68.15                   | \$70.54                   | \$73.19                   |
| <b>SAT</b>                    | \$95.43             | \$98.77                   | \$102.23                  | \$105.81                  | \$109.78                  |
| <b>SUN</b>                    | \$127.26            | \$131.71                  | \$136.32                  | \$141.09                  | \$146.38                  |

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed this 22 day of July, 2025.

THE CITY OF GROTON

  
KEITH HEDRICK, MAYOR

LOCAL 3355, AFSCME COUNCIL 4

  
DAVID HOLLIDAY, PRESIDENT

LOCAL 3355, AFSCME COUNCIL 4

  
JOHN MILLER  
STAFF REPRESENTATIVE