

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF BROOKFIELD**  
**AND**  
**THE BROOKFIELD POLICE DEPARTMENT EMPLOYEES UNION**  
**COUNCIL #4, AFSCME, AFL-CIO**  
**LOCAL 1544**

**JULY 1, 2020 THROUGH JUNE 30, 2026**

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## PREAMBLE

This Agreement entered into by the Town of Brookfield, hereinafter referred to as the "TOWN", and the BROOKFIELD POLICE DEPARTMENT EMPLOYEES UNION, Local 1544 and COUNCIL 4, AFSCME, AFL-CIO, hereinafter referred to as the "UNION", has, as its purpose, the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

### **1.00 RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time uniformed and investigatory employees, certified and non-certified, classified as Police Officers excluding the Chief of Police and those administrative positions with a rank of Captain and above.

### **2.00 DUES DEDUCTION**

**2.01** Upon receipt of proper written individual authorization received from the President of Local 1544, or his or her designee, the Town agrees to deduct Union membership dues and/or Union service fees weekly from the pay of those employees who individually, and in writing, authorize such deductions. The amounts to be deducted shall be certified to the Town 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. Union service fees, as referred to in Articles 2.0 and 3.0 of this Agreement shall be determined by the Union in accordance with existing law. Failure to submit timely written individual authorization shall not prohibit the Town from making retroactive cumulative payroll deductions from bargaining members.

**2.02** In the event an employee receives no pay on the payday on which Union dues and/or Union service fees are deducted, no deduction shall be made for that week.

**2.03** When a member's dues or an employee's service fees are not deducted by reason of the conditions described in Section 2 of this Article, or by reason of an extended absence from the Department, during which time he is not paid, and such member or employee returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his dues.

**2.04** The Union agrees to save the Town harmless from any claims arising out of the provisions of this Article.

### **3.00 UNION SECURITY**

**3.01** Each employee who on the effective date of this Agreement is a member of the Union may choose to maintain his membership in the Union or pay a Union service fee for the duration of the Agreement, or the employee may choose to do neither.

**3.02** Before the termination date of this Agreement, any member may withdraw from the Union by presenting written notice to both the Town and the Union of his desire.

#### **4.00 SENIORITY**

4.01 Seniority shall be based upon length of service in the Department and shall be determined from the day a member first reported for work in the Department. The Chief, or his or her designee, shall provide Human Resources with written confirmation of a member's first day reporting to work in the Department to be filed in the member's personnel file. Seniority within rank shall be based upon length of service within that particular rank. When the length of service of employees within the same rank is the same, the order of seniority shall be determined by each employee's total test score for the position held. Such employee's seniority date shall be ordered from the highest test score to the lowest test score.

4.02 Seniority shall not be broken by vacations, sick leave, job-incurred injury leave, (of less than one (1) year), or any call to military service provided that such employee claims and returns to his position in accordance with the Veterans Reemployment Rights Act.

4.03 Employees shall lose seniority if they:

- (a) Resign voluntarily.
- (b) Are discharged for cause.
- (c) Are absent without notice to the Department in excess of three (3) days.
- (d) Are laid off for a period in excess of twelve (12) months, or, if their seniority is greater than twelve (12) months, then for a period equal to their seniority but in no event, in excess of two (2) years.
- (e) Exceed an authorized leave of absence.

4.04 In the event of reduction in the force, layoffs shall be in inverse order of hiring. An employee who is laid-off shall be placed on a recall list for a period of twelve (12) months. Recall shall be by seniority. A written notice of recall shall be sent by registered mail to the employee's last known address as on file with the Town. A copy of the notice of recall shall be sent to the Union. In the event there is no response from the employee within twenty (20) days of the mailing of the recall notice by registered mail, such employee shall lose all recall rights. In the event the employee rejects an offer of re-employment, the employee shall lose all recall rights.

#### **5.00 UNION BUSINESS LEAVE**

5.01 Not more than two (2) officers of the Union negotiating committee shall be granted leave from duty, with pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time when such officers are scheduled to be on duty, provided sufficient personnel are on duty at the time and further provided there is no overtime cost to the Town.

5.02 Not more than one (1) officer of the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

5.03 Not more than one (1) officer of the Union shall be granted leave from duty, with pay, for the conduct of Union business when such Union business takes place at a time during which such members are scheduled to be on duty, provided sufficient personnel are on duty at the time and further provided that there is no cost to the town. The number of such leaves shall not exceed four (4) during any fiscal year for the entire Union membership and the duration of such leave shall be not more than one day.

## 6.00 GRIEVANCE PROCEDURE

### 6.01 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible.

### 6.02 Definition

A grievance for the purpose of this procedure shall be considered to be any dispute which may arise between the parties concerning any matter or condition arising out of the terms of this Agreement, including but not limited to the following:

- (a) Discharge, suspension or other disciplinary action.
- (b) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.
- (c) Matters relating to the interpretation and application of the rules and regulations of the Department.

### 6.03 Procedure

- (a) Any employee may use this grievance procedure through Step Two with or without Union assistance. However, only the Union may process a grievance through Step Three.
- (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 three (3) steps:

#### STEP ONE

If an employee has a grievance, within ten (10) working days of its occurrence, the employee or his Union representative, if represented, or the Union, shall submit the grievance in writing to the Chief of Police or his designee. Within ten (10) working days after receiving such grievance, the Chief of Police, or his designated representative, shall render his decision in writing to the aggrieved employee or his Union representative, if represented, or the Union, whichever is applicable.

#### STEP TWO

If the aggrieved, and/or the Union, is not satisfied with the decision rendered by the Chief of Police, the employee or the Union shall, within seven (7) working days of receipt of the Chief's decision, submit the grievance in writing to the First Selectman's Office. The First Selectman, or his designated representative, shall render his decision, in writing, to the aggrieved employee, his Union representative or the Union within seven (7) working days of receipt of such grievance.

### **STEP THREE**

If the Union is not satisfied with the decision rendered in STEP TWO, the Union may, within fifteen (15) working days of the STEP TWO answer, 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. Said Board shall not have the power to change, modify or otherwise amend this Agreement. Only the Union may submit a grievance to arbitration.

- (a) If the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting may be requested and scheduled prior to the submission of the written grievance.
- (b) Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.
- (c) 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.
- (d) 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.

6.04 An employee whose grievance is being heard by an arbitrator shall be entitled to attend such hearing, without loss of earnings, from his normal work schedule when such hearing is held during his normal duty schedule.

6.05 The Union shall have the right to file a grievance in the same manner as outlined for an aggrieved employee above and limited to violations of specific articles and terms of this contract.

### **7.00 DISCIPLINE AND DISCHARGE**

7.01 To enable the Board of Police Commissioners to exercise sound discretion filling positions within the Police Department, no appointment to the classification of police officer shall be deemed final and permanent until the expiration of a probationary period. Such probationary period shall begin with the employee's date of reporting for work and shall end one (1) year after completion of training at the Connecticut Municipal Police Training Academy and all post-Academy field training requirements of the Town Police Department. During the probation of any such employee, the Board of Police Commissioners may terminate the employment of such employee at its sole discretion and without recourse to grievance or arbitration for work performance or attitude.

7.02 Any employee who violates Police Department Rules/Regulations may be subject to discipline. No disciplinary action may be taken against an employee who has completed his/her probationary period unless there is just cause for such action. Cause shall include, but not be limited to, those items listed in the Police Department Rules/Regulations and/or failure to comply with those reasonable and ordinary standards of good conduct as listed in the Police Department Regulations.

7.03 Discipline for violation of a Police Department Rules/Regulations shall be determined by the Chief of Police after an informal hearing with the officer(s) charged. Should said discipline call for suspension without pay, demotion or discharge, the officer(s) so charged shall have the right to a Formal Hearing before the Police Commission. The Hearing shall be closed to the public unless the employee requests that the Hearing be open, in which case the Hearing shall be open.

7.04 All persons whose presence is desired by the Chief of Police for full and thorough disclosure of facts pertaining to the case may be summoned. At least five working days before the Hearing date, the defendant officer(s) may also submit a list of witnesses to the Chief of Police. The Chief of Police shall summon those witnesses who are members of the Department.

7.05 In any Hearing before the Police Commission as a result of a civilian complaint, or a violation of a Department Rules/Regulations, the Chief of Police shall designate a person of his own choosing to represent him and to present the Department's case. He shall also have the right to examine or cross examine all witnesses, to call additional witnesses to be examined directly and to present other evidence. The defendant officer(s) shall also have the right to be represented by counsel and/or the Union President or designee, to examine or cross examine witnesses and to present any other evidence in his/her own behalf. The formal rules of evidence shall not be binding in the Hearing. Nothing in this article shall prevent the Union President and/or his designee from attending and representing Union's interests. At all disciplinary hearings all witnesses shall be sworn; mechanical recording equipment or a stenographer may be used to record all testimony. Such expenses shall be borne by the party requesting same.

7.06 All decisions of the Police Commission shall be made in writing within fifteen (15) calendar days of the date of the Hearing. If an officer(s) is found to be guilty, the conduct which constituted the violation shall be contained in the written decision. The employee(s) against whom the charges have been proffered shall be notified in writing of the Commission's decision no later than fifteen (15) calendar days from the date of the Hearing. A copy shall be sent to the Union.

7.07 Any employee who believes he/she has been disciplined, suspended, or discharged without cause may institute a grievance under the grievance procedure cited in Section 6.0 of the current Union Contract.

## **8.00 SICK LEAVE**

8.01 Definition: For the purposes of this Article, a "day" is defined as an eight (8) hour day.

8.02 Using Sick Time: Sick time must be used in one (1) hour increments, up to an entire day as necessary.

**8.03** Sick Leave can be taken for any illness, injury or health condition of the employee, parent or for his/her spouse or child or for preventative medical care for any of the same. An employee who is the victim of family or sexual assault may also take paid leave for medical care and for other reasons related to the family violence or sexual assault (such as to obtain service from a victim services organization; to relocate due to the violence and/or assault). If the Chief, the Chief's designee or the First Selectman believes this provision is being abused by any employee, the Chief, the Chief's designee or the First Selectman may require the employee to submit a certification of such illness by a physician. If a medical certificate is required for an absence consisting of more than three (3) consecutive working days, it shall be at the employee's expense. Should a medical certificate be required by the Town of Brookfield for absences of three (3) consecutive days or less, the certificate shall be paid for by the Town. Furthermore, the Town shall have the right to have the employee evaluated by a physician of the Town's choosing at Town expense to the extent such costs are not covered by the medical benefit plan provided to the employee. Any excess cost charged to the employee resulting from his/her failure to maintain HEP compliance shall not be the Town's responsibility.

**8.04** Beginning July 1, 2020 employees will earn sick leave on a fiscal year basis at the rate of one and one-quarter (1.25) days of sick leave for each month of full-time service. Sick days will be accrued on the first payroll of each month worked. Employees may carry over up to a maximum of one hundred twenty (120) days (960 hours) of sick time.

**8.05** On July 1, 2020, each employee will receive up to a ninety (90) day credit to his/her individual sick leave bank, provided, no employees' bank shall exceed one hundred twenty (120) days. Employees hired after July 1, 2020 shall not receive a lump sum sick leave credit but shall earn sick time at the rate of one and one-quarter (1.25) days per month worked.

**8.06** Employees who have no accrued sick leave shall be permitted to use paid vacation time, personal leave and/or unpaid leave to the extent of their available FMLA leave while otherwise eligible for sick leave.

**8.07** Each employee shall be permitted to donate up to a maximum of ten (10) days of sick leave to another employee (s) each fiscal year, provided the employee to whom the donation is made has exhausted all of his/her vacation, sick and personal time.

**8.08** At retirement or separation, employees hired before July 1, 2020 shall be paid out for 25% of their accumulated sick time up to ninety (90) days (to a maximum payout of 22.5 days). Employees hired on or after July 1, 2020 shall not be eligible to be paid for any accumulated sick leave upon retirement or separation.

**8.09** Long Term Disability

(a) Non-job Related

The Town will provide long-term disability insurance benefits for employees who are disabled in excess of ninety (90) consecutive days and up to the normal retirement date. Benefit payments shall be at the rate of sixty percent (60%) of



base pay, paid on a monthly basis, which shall be inclusive of any Social Security disability benefits.

The Town will make a reasonable effort to provide assistance if the employee wishes to apply for an open position with the Town, provided that the employee has the qualifications for such open position.

While on disability leave the employee shall be eligible to continue to receive medical benefits under the Town's medical plan subject to the terms and conditions applicable to active police officers as those terms and conditions may change from time to time, provided that the right to participate in the Town's medical plan shall expire after two (2) years of disability leave.

During this two-year period, the employee (pursuant to the definition of "Disabled" in Section 8.10) will apply for Medicare Supplemental Insurance in lieu of the Town's Health Insurance Plan. When the employee begins Medicare coverage, the employee's eligible dependents will continue to be covered under the Town Health Insurance Plan; coverage for the employee's spouse who was enrolled at the time disability leave began will continue up to the age of Medicare eligibility.

An employee who is on L.T.D. Leave will continue to earn pension years of service credit while being on L.T.D. Leave to a maximum of 25 years of service or until the employee reaches age 55, whichever occurs first. (Employees on LTD Leave will not be required to continue the employee Pension Contribution).

Upon eligibility to receive pension benefits either at age 55 or after 25 years of service, whichever occurs first, the Long Term Disability Benefit ceases.

(b) Job Related

If an employee is disabled from performing any police department work due to injury incurred on the job during the performance of his duties and is eligible to receive Workers' Compensation benefits, the employee's weekly pay shall be made up by the Town for a period of 26 weeks. At the end of the 26-week period, the employee may be given an additional maximum of 26 weeks to return to work providing proper medical evidence is available to substantiate continued total disability. If, in the judgment of the Town Physician, the employee will never be suitable for employment, the employee will then apply for the disability benefits.

Provided an employee qualifies under Section ~~8.09~~<sup>8.10</sup> for a disability leave of absence,

- (i) After six (6) months of absence and up to the normal retirement date, the employee shall be paid on a weekly basis, one hundred percent (100%) of the employee's base pay, for the employee's service time, in the amount provided in Section 19.01 of the collective bargaining agreement which is in effect at the time of any such payment, which shall be inclusive of any

primary Social Security disability benefits and State Workers Compensation benefits, provided the employee continues to be disabled during this period.

- (ii) The employee while on L.T.D. Leave may utilize the Continuing Education benefit described in Section 26.00 which may apply to a degree area other than police science, and the reimbursement benefit described in Section 26.03 will be 75% of tuition costs.

While on Long Term Disability Leave, the employee and eligible dependents who are enrolled at the time of the disability leave will continue to be covered for a maximum of three years, or the time provided by the Workers Compensation Law, whichever is greater, by the Town Health Insurance Plan at the same level of coverage provided to active Police Officers with co-pay amounts as fixed upon the date of disability leave. During this three-year period, the employee (pursuant to the definition of "Disabled" in Section 8.10) will apply for Medicare Supplemental Insurance in lieu of the Town Health Insurance Plan.<sup>2</sup> When the employee begins Medicare coverage, the employee's eligible dependents will continue to be covered under the Town Health Insurance Plan; coverage for the employee's spouse who was enrolled at the time disability leave began will continue up to the age of Medicare eligibility.

An employee who is on L.T.D. Leave will continue to earn pension years of service credit while being on L.T.D. Leave to a maximum of 25 years of service or until the employee reaches age 55, whichever occurs first. (Employees on LTD Leave will not be required to continue the employee Pension Contribution.)

Upon eligibility to receive pension benefits either at age 55 or after 25 years of service, whichever occurs first, the Long Term Disability Benefit ceases.

#### **8.10 Definition**

For the purpose of all disability leaves of absence, the term disability shall be defined as the inability to perform the normal functions of a police officer's job. After the first three (3) years of absence, disability shall be defined as the physical inability to perform another job to which the employee is suited by reason of training, or experience; and the employee must prove eligibility for, and must have applied for, Social Security Disability.

The Insurance Company for the Town of Brookfield will insist that employees who are receiving disability benefits be re-trained to perform another job.

#### **8.11 Light Duty**

- (a) If a physician states that an officer is able to perform light duty work, which duty is available within the Department (or by mutual agreement of the Town and the employee, which duty is available anywhere within the Town), the officer may be scheduled by the Chief or his designee to such duty. Light duty within the department may include work to be performed at the employee's home by a process of telecommuting, provided that the employee has the appropriate facilities and appropriate work is available.

- (b) The light duty work schedule for such officer shall be either: {5-2: 5-3}, {5-2: 4-3}, or {5-3: 5-3} as determined by the Chief of Police, based upon the light duty assignment available.
- (c) No officer shall be assigned to the “midnight schedule” if, in accordance with a written opinion of a physician, such schedule would be detrimental to the healing process and/or interfere with the officer’s therapy program.
- (d) At such time as a Police Officer is unable to perform his/her police duties due to injury and no light duty is available, he/she may undertake outside employment. Management reserves the right to require medical clearance for such outside employment to assure that such outside employment will not delay the healing process and or delay the officer’s return to full time duty with the Police Department.

**8.12 Family Medical Leave Act (FMLA)**

The requirements of the Family and Medical Leave Act (FMLA) 29 U.S.C. § 2601 et seq. and the Family and Medical Leave Policy of the Town of Brookfield, both as amended now and in the future, are hereby incorporated into this Agreement. Provided, however, nothing contained herein in this paragraph, 8.08, shall be deemed to diminish the rights and or benefits of the individual employee pursuant to the Agreement.

**8.13 Pregnancy – Temporary Transfers**

Notwithstanding the applicable provisions in the Town of Brookfield Family and Medical Leave Policy as amended now and in the future, in accordance with the applicable state law the Department will make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to the Department and the Department or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus. A transfer pursuant to this section may be challenged in accordance with the applicable provisions of this Agreement and state law.

It is the obligation of each employee to inform the Department in a timely manner upon a confirmation of her pregnancy. Appropriate clothing or uniform, to be determined by assignment, shall be allowed upon approval of the Chief.

**9.00 PERSONAL DAYS**

9.01 Effective immediately upon being sworn in as a police officer, all employees will be granted four (4) personal days per year on a fiscal year basis, for the purposes of conducting personal business which cannot be scheduled outside of the work day; e.g., weddings, births, legal affairs. Personal leave days requested with at least 24 hours’ notice shall be granted, except in an emergency, in which four (4) hours notice shall suffice. However, in the event that the granting of any personal leave day will result in more than 66 2/3% of the patrol officers scheduled to work on any given shift being absent from work for any reason, personal leave on that day will be restricted by department management unless and until any overtime required to

fill such vacancies has first been filled. In the event that all said vacancies cannot be filled on a voluntary basis for that day, then the personal leave will be granted in the order of whichever employee requested time off first. Personal leave days shall not be granted on the following dates until 48 hours prior to the requested time off and then only if there is no overtime required due to the personal leave day or any overtime required has been filled. Those dates are: January 1, Memorial Day, Easter Sunday, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, December 24<sup>th</sup>, Christmas Day, and December 31<sup>st</sup>.

### **10.00 FUNERAL LEAVE**

**10.01** All employees, upon request, shall be granted five (5) days in succession for attendance at a funeral because of the death of spouse, mother, father, step-parent, child or step-child, three (3) days because of the death of grandparent or grandchild, brother or sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. There is no compensation for unused funeral leave days, and funeral leave days are not cumulative.

### **11.00 HOLIDAYS**

**11.01** Each employee shall receive eight (8) hours holiday pay based upon his regular rate of pay, for each of the following holidays, whether or not the employee has worked on said dates.

New Year's Day	Good Friday	Columbus Day	Friday after Thanksgiving
Martin Luther King Day	Memorial Day	Veteran's Day	Christmas Day
Lincoln's Birthday	Fourth of July	Thanksgiving Day	
President's Day	Labor Day		

**11.02** Holiday pay shall be accumulated and paid twice each year in the first payroll period in December and June for holidays occurring in the prior six-month period.

**11.03** An employee may, upon reasonable notice and with the permission of the Chief of Police or his designee, take days off in lieu of holiday pay. Request for such days off shall be scheduled in accordance with the "Scheduling of Time Off" article.

**11.04** Employees who work on Thanksgiving, or Christmas or New Year's Day shall be paid double time for all overtime hours worked on those dates if the employee fits into any of the categories listed below:

- (a) Employees who are not regularly scheduled to work on those dates and who are mandated to extend their regularly scheduled workday on those dates; or
- (b) Employees who voluntarily sign up to work on any of those dates and are called in to work on those dates, or
- (c) Employees who are already working on any of those dates, and voluntarily sign up to extend their work day on any of those dates and do extend their workday on any of those dates at the Town's request; or
- (d) Employees who are ordered into work on those dates.

### **12.00 WORK SCHEDULE**

- 12.01 (a) The work schedule for the Detective Bureau shall be five (5) consecutive days of work followed by two (2) days off, followed by four (4) consecutive days of work and three (3) days off. The regular work day shall consist of eight and one-half (8-1/2) hours. The patrol officer assigned as the narcotics investigator will work the days of work schedule of the Detective Bureau but his hours will be flexible, subject to the approval, as applicable, by the Chief or his designee, to accommodate the nature of narcotics investigations. The regular work day shall consist of eight and one-half (8-1/2) hours.
- (b) If and to the extent the Chief or his designee assigns at his discretion an officer to work in the technology area as his assignment, then such officer shall work the schedule of the Detective Bureau but his hours will be flexible to accommodate the needs of the Department, subject to the approval of the Chief or his designee.
- (c) A newly hired non-certified police officer attending the POST Recruit Training Academy shall work the schedule designated by the Academy.
- (d) A newly hired non-certified police officer participating in the department's field training program shall work the schedule designated by Department management.
- (e) A newly hired certified police officer participating in the department's field training program shall work the schedule designated by Department management until such time as the Field Training Officer (FTO) makes the recommendation to the Department training coordinator that the newly hired certified police officer is ready to work the regular work schedule.

- 12.02 (a) The regular work schedule for the patrol force will consist of four (4) fixed shifts, which will be: Days, Evenings, combined Day/Evenings, and Midnights. The work schedule for shifts other than the Midnight shift will be maintained on the basis of five (5) consecutive days worked with two (2) days off, followed by five (5) consecutive days worked with three (3) days off. The Midnight shift work schedule shall consist of five (5) consecutive days worked followed by three (3) days off. The combined Days/Evenings shift will consist of two (2) days and three (3) evenings alternating with three (3) days and two (2) evenings. The officer assigned to the rotating traffic services coordinator position shall, while assigned to the position, work the schedule of the Day shift or the combined Day/Evenings shift. Nothing shall limit the ability of the traffic services coordinator from altering his/her hours within his/her regular work day to facilitate special needs of the position as they arise. The regular work day shall consist of eight and one-quarter (8-1/4) hours.
- (b) Patrol officers, including sergeants and corporals, on the regular work schedule will be assigned to non-rotating, steady work shifts for shift cycles beginning: April 1<sup>st</sup>, August 1<sup>st</sup> and December 1<sup>st</sup>. The number and rank of officers to be assigned to each shift will be determined by Department management at each shift cycle.
- (c) Prior to the beginning of each shift cycle, department management shall solicit a shift assignment bid from all eligible patrol officers, corporals, and sergeants. Each officer shall submit a bid to the Department in accordance with the schedule set forth below. Department management shall assign shifts based on the bids, subject to paragraphs (d) through (f) below, in the order of seniority. For the purpose of the bidding process, there are three (3) categories of grade: Sergeants, Corporals and Officers. Sergeants' and Corporals' seniority shall be based upon time-in-grade. Officers' seniority shall be based upon time in service.

<b>Bid Schedule:</b>	<b>Bids Submitted Not Later Than</b>	<b>Assignments Posted</b>	<b>Shift Cycle Begins</b>
	February 1 <sup>st</sup>	February 10 <sup>th</sup>	April 1 <sup>st</sup>
	June 1 <sup>st</sup>	June 10 <sup>th</sup>	August 1 <sup>st</sup>
	October 1 <sup>st</sup>	October 10 <sup>th</sup>	December 1 <sup>st</sup>

- (d) i. The Chief or his designee reserves the right to adjust shift assignments prior to or during the shift cycle, for any of the following reasons:
- Any training days scheduled by the Department, provided that it shall not result in an adjustment to employees' shift assignments for the entire bid.
  - To resolve personnel conflicts or for other reasons as mutually agreed upon by the department management and the Union.
  - For discipline/performance problems; provided that other reasonable means of resolution will be tried first.
  - If there is a court case that is reasonably believed will occupy an officer's time for fourteen (14) or more days of the shift cycle, the

officer may be assigned to the Day shift for the duration of the court case.

ii. The Chief or his designee reserves the right to transfer officers from one shift to another during a shift cycle, for any of the following reasons:

- In order to address a permanent shortage of personnel on a particular shift resulting from resignation, termination, leave of absence per Article 29, or retirement.
- In order to address a shortage in personnel on a particular shift resulting from unavailability caused by light duty of more than 14 days duration, or by extended medical leave in accordance with Section 8.02.
- To resolve personnel conflicts or for other reasons as mutually agreed upon by the department management and the Union.
- For discipline/performance problems; provided that other reasonable means of resolution will be tried first.

iii. In the case of adjustments within a shift cycle, pursuant to Section 12.02(d), where other changes are necessary to maintain the proper number of officers assigned to each shift, Department management will first seek volunteers to change shifts. If there are no volunteers, reassignments shall be based upon inverse order of seniority. Whenever possible, employees who will be reassigned will be given advance notice of at least 10 days for a mid-cycle change, and at the time of schedule posting for a bid assignment change.

(e) Grievances challenging final shift assignments are not arbitrable, but may be submitted to the Police Commission for a review of the decision of the First Selectman. The proposed adjustment in shift assignment will not go into effect until such time as the Police Commission has rendered a decision on the grievance, and if the grievance is sustained, the adjustment will not occur.

Notwithstanding the foregoing, grievances challenging shift changes for disciplinary reasons are arbitrable in accordance with Section 6.00 of this Agreement.

(f) Newly hired certified police officers who are recommended for assignment to the regular work schedule may not bid for the Midnight shift until they have completed 6 shift cycles unless otherwise agreed by the Police Chief, whose decision shall not be subject to the grievance procedure. In the event more than one such new officer is restricted from bidding for the Midnight shift, each other shift must have a new officer assigned to it before there can be two new officers on the same shift. Corporals will bid for shift assignments in accordance with seniority, and will continue to function as regular patrol officers unless acting as shift supervisor when the assigned sergeant is not present. Newly appointed sergeants and corporals will not be allowed to bid for Midnight shifts for 3 full shift cycles from the time of their appointment.

12.03 Employees performing substantially similar work shall be permitted to swap shifts or days off, one day at a time, subject to the approval of Department management, under the following conditions:

- A written request including the reason for the swap, and the specific work hours of each employee will be submitted at least 48 hours prior to the requested swap. For family or medical emergencies, the 48 hours notice may be waived.
- The swap will be approved if the staffing needs of the department are met, provided that the swap will not result in an employee working more than 16 1/4 hours in one 24-hour period, or working ten (10) or more consecutive days, and the Town does not incur additional costs as a result of the swap.

12.04 Each employee may take a reasonable amount of time for lunch during each tour of duty.

12.05 If an employee who is scheduled on a certain shift is required to change shifts or part of the shift on a daily basis to fill in for vacancies, he shall be paid at the appropriate overtime rate.

12.06 With the exception of the employees who are eligible for overtime compensation in accordance with Section 13.01 for any assignment to either the Midnight shift or the Evening shift, each employee who is assigned to the Midnight shift hours shall be paid, in addition to his base salary, a stipend of \$1.00 per hour for each hour worked during the midnight shift hours. Each employee who is assigned to the Evening shift hours shall be paid, in addition to his base salary, a stipend of \$.50 per hour for each hour worked during the evening shift. Each employee who is assigned partly to the evening shift and partly to the day shift, shall be paid the stipend of \$.50 per hour for each hour worked during the evening shift hours only.

12.07 (a) There shall be a supervisory, or above, level police officer on duty at all times. For purposes of meeting this standard, command officers, the detective sergeant and the adjutant's presence on duty, will be considered as meeting the standard. Whenever no supervisory level officer is scheduled to work, normal overtime practices for hiring to fill a supervisory vacancy will be followed. If no supervisor accepts the overtime assignment supervisors currently working or scheduled to work abutting the unfilled supervisory time slot, will be ordered to hold over, or come in early for no more than four hours to cover the vacancy. In order to ensure the equitable distribution of such "ordered over/in" occurrences each supervisor will be subject to this provision not more than twice per calendar month, provided that whenever a corporal position is assigned during the bidding process to the Midnight shift these monthly mandatory occurrences will be increased to three.

Scheduling efforts will be made by administration to limit the amount of time away from shift, for training or other administration-controlled reasons, of supervisory level police officers.

Supervisors may be switched from the evening or midnight shifts to day shift for training. They will not be given leave on another day for training if such leave results in a supervisor vacancy that is not filled voluntarily.



- (b) Any corporal who serves as a shift supervisor for more than 5 consecutive work days shall receive the equivalent of a sergeant salary rate for all such hours worked after the fifth day.

12.08 Employees working the evening shift or midnight shift, when required to take their annual physical, shall be assigned to work the day Shift on their last work day to facilitate same. Personnel so scheduled shall be considered for "Scheduling of Days Off" purposes to be on vacation.

12.09 No officer shall be required or permitted to work more than sixteen and one-half (16½) hours in any twenty-four (24) hour period inclusive of extra duty assignments, beginning with the officer's first hour of work, except in the event of an emergency as declared by the town, state or federal government.

### 13.00 OVERTIME

13.01 Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours, or any portion thereof that an employee works in excess of the scheduled hours in any work cycle or on the employee's scheduled day off.

13.02 When an employee is required to return to duty to perform overtime duties, and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he shall be paid not less than four (4) hours pay at the rate of time and one-half (1-1/2). If the police administration or designated Department training representative is not timely advised of a training session cancellation due to unforeseen circumstances which has caused employee (s) to report to the training session, employee (s) shall only be entitled to time and one-half (1-1/2) compensation (minimum of one (1) hour) for the time from when the class was scheduled to start and when same was canceled. This clause only applies to employee(s) who have been scheduled outside their normal working hours.

13.03 Overtime pay shall not be subject to the minimum hour provisions (referenced in 13.02 above) when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment or to attend a staff meeting or counseling session or to fulfill a traffic assignment.

Any time between the start of the staff meeting or counseling session or to fulfill a traffic assignment will be considered to be part of the extension of the tour of duty.

13.04 In all overtime assignments, regular officers shall be given preference, and the opportunity to work overtime shall be distributed equitably among officers. An overtime list shall be maintained beginning each July 1st. Current practices governing overtime assignments shall be continued except that mandatory overtime shall be assigned to employees in inverse order of seniority on a rotating basis. Any errors that are made in scheduling or assigning overtime shall result in the employee who was overlooked going to the top of the list for the next assignment.

13.05 An off-duty employee who is required to appear in court, at an administrative hearing, or at any civil proceeding as a direct result of the employee's official capacity as a police officer shall be paid by the Town a sum of money which when added to the fees paid by the State, shall

equal four (4) hours pay at the rate of time and one-half (1-1/2) the employee's straight time hourly rate provided that such time spent is not contiguous to a regularly scheduled work shift for such employee. Time so spent in excess of four (4) hours shall be paid at the rate of time and one-half (1-1/2) the employee's straight time hourly rate subject to the provisions referenced above. Travel time shall not be considered unless said appearance is more than 15 miles from the Police Department; use of Department vehicle or mileage compensation for use of personal vehicle shall fall within the above rule.

13.06 Time so spent in Court for work-related reasons by an employee shall be recorded each day that such appearance is made in Court on a timesheet and the employee shall provide the Department with a copy of the subpoena that required the employee's attendance in Court.

13.07 Members of the Detective Bureau shall have the right to switch every other assignment for firearm's training to another date that the Detective Bureau Member is not otherwise scheduled to work if a regular training session for Brookfield Firearm's Training exists (i.e. the 1<sup>st</sup> and 3<sup>rd</sup> firearms date, if any, can be switched by the Detective Bureau Member as stated above – the 2<sup>nd</sup> and 4<sup>th</sup> cannot be switched by the Detective Bureau Member).

13.08 Employees shall not receive days off, partial days off or compensatory time off for time off declared by the Town for non-unit employees due to conditions such as, but not limited to those that threaten employee safety, power outages, severe weather, quarantine, etc.

**14.00 EMPLOYEE GROUP INSURANCE**

14.01 Employee Health Insurance:

- (a) The Town may continue offering bargaining unit members medical insurance through the Connecticut Partnership Plan 2.0 (with Dental Plan 2 or whatever plan is offered by the CPP 2.0 that provides comparable benefits) with employees contributing the following percentage of insurance premium costs:

Effective July 1, 2020 through June 30, 2026	20%
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Employees shall be responsible for any additional costs that may be imposed by the Connecticut Partnership Plan 2.0 due to the employee's failure to comply with the plan's rules regarding HEP.

- (b) The Town may in its discretion discontinue offering employees medical benefits under the Connecticut Partnership Plan 2.0 and in the event it does so it shall offer employees benefits through a high deductible health plan with a \$2,000/\$4,000 deductible and \$15/\$25/\$40 prescription drug co-pays after the deductible is satisfied. If the Town discontinues offering employees benefits under the Connecticut Partnership Plan 2.0 and offers benefits under the high deductible health plan, as referenced above, the Town will contribute to the deductible cost to employees' health savings accounts each year through quarterly installment payments as follows:

- (i) In the first year the Town offers the high deductible health plan 60%
- (ii) In the second year the Town offers the high deductible health plan 50%

- (iii) In the third year the Town offers the high deductible health plan 50%
- (c) Employees shall contribute the following percentage of premium costs for the high deductible health plan:
  - (i) In the first year the Town offers the high deductible health plan 11%
  - (ii) In the second year the Town offers the high deductible health plan 12%
  - (iii) In the third year the Town offers the high deductible health plan 13%
- (d) The Town shall continue to implement and maintain a "Section 125" Salary Reduction Agreement, which shall be designed to permit exclusion from taxable income of the employees' share of health insurance costs. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminated the tax exempt status of employee insurance co-payments. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.S. Section 125 Plan.

**14.02 Retirement Health Insurance**

- (a) Any employee hired by the Town on or after July 1, 2017 shall not be eligible for any Town contribution to any post-employment health insurance benefits. All members of the bargaining unit on the payroll prior to July 1, 2017 shall continue to be eligible to receive the benefits provided for in this Section of the Agreement.
- (b) For eligible employees who retire on or after July 1, 2016, the Town shall offer to any such employee retiring with a normal or late retirement benefit and having served a minimum of twenty (20) years of service in the Police bargaining unit, health insurance coverage for the retiree and dependents comparable to the benefits options offered to active employees of the Police Department as such benefits may change from time to time.
- (c) Eligible retirees shall be permitted to elect benefits within the first five (5) years immediately following their retirement. The Town will pay 75% of the cost of benefits for retirees and dependents, limited to eligible dependents as of the date of retirement, until eligibility ceases for such dependents during said five (5) year period, with the retiree paying the remaining cost. On the 6<sup>th</sup> anniversary of the employee's retirement date, the Town will pay 75% of the cost for the retiree's coverage only, and the retiree will pay the remaining cost, including the full cost of dependent coverage if any.

- (d) Failure of the retiree to pay his or her share of monthly cost on a timely basis shall result in cancellation of coverage. To be timely, a payment must be received in good funds before the 10<sup>th</sup> of each month.
- (e) At age of eligibility for Medicare Part A & B, for the retiree and spouse, health insurance coverage under the plan offered to active members of the Police bargaining unit will cease, and the retiree may elect Blue Shield 65 Medicare Supplement (High Option Plan). The Town shall pay seventy-five percent (75%) of the cost and the retiree and spouse shall pay the balance of the cost.

#### 14.03 Change Of Carrier

- (a) Nothing in this Agreement shall prevent the Town from changing insurance carriers provided the level of benefits is comparable to the coverage in §14.01, or any other insurance benefit provided by this agreement, for which the Town seeks to change the insurance carrier, and further provided that the Town notifies the Union at least 30 days in advance of the Town's intent to change carriers.
- (b) For purposes of this §14.03 only, if a grievance shall be filed over the issue of whether a change of insurance carrier by the Town complies with the requirement of §14.03(a) above, then the procedure for Step 3 pursuant to §6.03 shall be as follows:

If the Union is not satisfied with the decision rendered in STEP TWO, the Union may, within fifteen (15) working days of the STEP TWO answer, submit the grievance to the American Arbitration Association and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. Said Board shall not have the power to change, modify or otherwise amend this Agreement. Only the Union may submit a grievance to arbitration.

- (1) If the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting may be requested and scheduled prior to the submission of the written grievance.
- (2) Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.
- (3) 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.
- (4) 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.

In all other respects the grievance procedure pursuant to §6.00 shall remain the same for such grievances. The cost of the arbitrator(s) in the arbitration procedure

through the American Arbitration Association shall be shared equally by the Town and the Union.

#### **14.04 Death Benefits**

The Town shall provide employees with life insurance in the amount of \$350,000 regardless of the cause of death.

#### **15.00 EXTRA-DUTY ASSIGNMENTS**

**15.01** Whenever any private person or private organization, within the Town of Brookfield, requests or is required to request services of uniformed and/or investigatory employees covered by this Agreement, such assignments shall be offered on an equitable basis to Regular Police Officers who have expressed, in writing, their availability for such assignments.

- (a) A list of hours worked shall be maintained beginning the first day of each shift cycle. In all cases where hours worked are equal, seniority shall rule. The union shall accurately maintain such list and provide same to the Town upon request. Any errors that are made in scheduling or assigning private duty shall result in the employee who was overlooked going to the top of the list for the next assignment.

**15.02** No police officer shall be assigned to extra-duty work if such assignment would result in his working more than 16.5 hours of regular duty and/or extra-duty within a 24-hour period beginning with the officer's first hour of work.

**15.03** Any police officer performing an extra-duty assignment shall be paid at the rate of 1.50 times the top step patrolman's hourly rate for each hour worked. Extra-duty assignments worked on any of the holidays listed in Section 11.01 or worked between 2300 to 0700 hours shall be paid at the rate of 1.75 times the top step patrolman's hourly rate for each hour worked. All extra duty assignments performed by police officers for the Board of Education shall be paid at the rate of 1.3 times the top step patrolman's hourly rate for each hour worked. The above referenced extra duty assignment rate of pay increases shall not become effective until forty-five

(45) days after ratification of the terms of this Agreement so that the Town may provide contractors with advanced notice of such rates. Prior to the conclusion of such forty-five (45) day period the rates set forth in the parties' prior agreement shall remain in effect.

**15.04** Extra-duty assignments shall be for no less than four (4) hours, except that, for the Brookfield Board of Education, the minimum shall be three (3) hours. Portions of full hours worked in excess of the identified minimums shall be rounded up to the next full hour, i.e. 4.25 hours shall be rounded to 5 full hours.

**15.05** All extra duty assignments in Brookfield must be filled first before extra duty assignments are filled by Brookfield Police Officers in other communities. Furthermore, no more than four (4) officers may accept extra-duty assignments out of town, pursuant to existing Mutual-Aid Agreements.

## **16.00 VACATION**

**16.01** Each employee who has completed six (6) months of employment shall be entitled to five (5) working days' vacation in each vacation year.

**16.02** Each employee who has completed one (1) year of employment shall be entitled to five (5) working days vacation in each vacation year.

**16.03** Each employee who has completed two (2) years of employment, but less than five (5) years, shall be entitled to ten (10) working days vacation in each vacation year.

**16.04** Each employee who has completed five (5) years of employment, but less than ten (10) years, shall be entitled to fifteen (15) working days vacation in each vacation year.

**16.05** Each employee who has completed ten (10) or more years of employment shall be entitled to twenty (20) working days vacation in each vacation year.

**16.06** For every year after fifteen (15) years of continuous service, the employee shall accrue one (1) vacation day for each year worked to a maximum of twenty-five (25) days.

**16.07** For purposes of this Article, "vacation year" shall mean a twelve month period following the Anniversary Date (employment date) of the employee and all vacations earned shall be with pay. Beginning with the July 1, 2017 through June 30, 2018 contract year and continuing thereafter the "vacation year" shall mean the fiscal year.

**16.08** Vacation days earned shall not be accumulative and shall be used within the vacation year in which they are earned, except an employee may carry over into the next vacation year a maximum of five (5) vacation days.

Beginning with the July 1, 2017 through June 30, 2018 contract year employees shall accrue vacation leave on a fiscal year basis, provided that employees who cannot utilize up to ten (10) days of their vacation time by June 30, 2018, shall have six (6) additional months to do so. However, effective with the July 1, 2018 through June 30, 2019 contract year and continuing thereafter the maximum carryover shall be reduced back to five (5) days.

Beginning with the July 1, 2017 through June 30, 2018 contract year employees will be credited with vacation on July 1 based on the number of full and continuous years of service they will have accrued during such fiscal year.

**16.09** Vacations shall be scheduled in accordance with Article 17.0 "Scheduling of Time-Off". Notwithstanding the provisions of Article 17.0, an additional employee shall be granted vacation by the Chief of Police or his designee where there is no cost to the Town.

**16.10** In the event of an employee's death, his spouse, minor children or his estate shall receive a lump sum payment equal to the salary equivalent of such employee's accrued vacation.

**17.00 SCHEDULING OF TIME OFF**

Vacation requests shall be submitted at least 40 days prior to the beginning of the shift cycle in which the vacation occurs.

Time off requests may be limited to only one officer per shift, on the day shift of the Brookfield Memorial Day Parade, on the day shift of the Annual Halloween Road Race and on no more than two (2) additional occasions per year, excluding on Holidays listed in Section 11.01, due to the needs of the Department as determined by the Police Chief. Such two (2) additional occasions will be announced prior to the shift bid(s) in which they will take place.

**17.01** Employees shall be informed of the decision on their vacation requests for each bid cycle in accordance with the schedule set forth below. No more than two (2) employees per work shift in the Patrol Division will be on vacation at the same time. No more than two (2) employees assigned to the Detective Division may be on vacation at the same time. Vacation requests shall be granted by Department seniority.

Bid Schedule:	Vacations Submitted Not Later Than	Vacations Granted	Shift Cycle Begins
	February 1 <sup>st</sup>	February 5 <sup>th</sup>	April 1 <sup>st</sup>
	June 1 <sup>st</sup>	June 5 <sup>th</sup>	August 1 <sup>st</sup>
	October 1 <sup>st</sup>	October 5 <sup>th</sup>	December 1 <sup>st</sup>

**17.02** Vacation requests which are submitted outside the above-referenced schedule but at least five (5) days prior to the requested vacation time shall be granted on a first come, first served basis. No more than two employees per work shift in the patrol division will be on vacation at the same time. No more than two (2) employees assigned to the Detective Division may be on vacation at the same time.

**17.03** Requests of time off other than vacation (i.e., the holiday time) which are submitted more than four (4) days in advance of the requested time off shall be considered on a first come, first served basis. No more than one employee per work shift in the patrol division will be given time off provided no employee on the same shift is on vacation on that day and provided further there is no cost to the Town as of the fourth day prior to the requested time off. Further, supervisory personnel on the same work shift may not both be off on the same day. No more than one (1) employee assigned to the Detective Division may be granted time off as provided in this paragraph.

17.04 Requests for vacation time when submitted less than five (5) days in advance of the requested time will be granted on a first come, first served basis, and no more than one employee per work shift in the patrol division will be granted such time off provided no one on the same shift has time off on that day pursuant to Paragraphs 17.01, 17.02 and 17.03. Further, supervisory personnel on the same work shift may not both be off on the same day. No more than one (1) employee assigned to the Detective Division may be granted time off as provided in this paragraph.

17.05 All other requests for time off with less than four (4) days notice will be considered on a first come, first served basis and no more than one employee per work shift in the patrol division will be granted such time off provided there is no cost to the Town as of the requested time off. Further, supervisory personnel on the same work shift may not both be off on the same day. No more than one (1) employee assigned to the Detective Division may be granted time off as provided in this paragraph.

- (a) When an employee is called to work as an Evidence Technician, or as a member of the Accident Investigation Team or the Underwater Recovery Team, and any part of any such work occurs within eight hours of the employee's regularly scheduled shift, that employee may use time off (personal leave, vacation, compensatory time subject to the limitations of paragraph 13.02, holiday or sick for the following shift without regard to the restrictions listed in §17.04 and 17.05.

17.06 In order to facilitate scheduling of department training, the Town may reassign employees to the "Day Shift" instead of their assigned "Eve Shift" or "Mid Shift." Such reassignment shall be forwarded to the Training Supervisor as soon as possible after the employee has been notified of the training date(s). No member of the department may work a "Mid Shift" then attend a department firearms training session (4 or more hours in duration). The Training Supervisor shall reassign such employee(s) to a "Training Day Shift."

17.07 Requests for time off pursuant to this Agreement may be made in increments of 4 hour blocks, within the employee's work shift. Supervisory personnel may not utilize the four hour time off if there is no other supervisor working during the four hour time frame. Lesser amounts of time off may be utilized in urgent or emergency situations or with permission of Department management.

17.08 Whenever time off is granted on the basis of first come, first served and two requests for the same period of time off are submitted at the same time, the requests will be considered on the basis of seniority.

- (a) In the event that the Administration determines that supervisory coverage is required on the following patrol shifts:



Rain Cap Cover	1
Raincoat	1
Standard Weapon	1
Summer Hat	1
Summer Jacket	1
Summer Shirts	4 [2 may be TDU]
Ties/pull-away	3
Traffic Vest	1
Trouser Belt	1
Trousers	4 Pair [2 Pair may be TDU]
Turtlenecks	4
Whistle Chain	1
Whistle	1
Winter Coat	1
Winter Hat	1
Winter Shirts	4 [2 may be TDU]
Work Shoes	1 Pair

**18.02** The Town shall provide each sworn officer with annual allowance of seven hundred fifty dollars (\$750), which shall be used for the purchase of uniforms (or clothing by plainclothes officers), shoes and police-related equipment as approved for use. Officers shall maintain uniforms, clothing and equipment in good order and repair to meet standards as established by the Chief. A newly hired officer shall not receive this allowance until completion of one (1) full year of service at which time the allowance shall be made available in an amount prorated at forty dollars (\$40) per month from the officer's anniversary date to the end of the fiscal year. Beginning with June 1, 2013, the Town will provide employees with an appropriate ballistic vest and shall replace such vests in accordance with the manufacturer's recommended replacement schedule. The vests provided by the Town shall meet the NIJ 01 01.05 Standard, Level II Ballistic Vest. Employees who wish to upgrade their vests shall be responsible for payment of any extra costs associated with such upgrade using the uniform allowance above.

**18.03** The Town shall reimburse any employee for the reasonable depreciated value of clothing lost or damaged and/or personal property suffered in the performance of duty, except in cases of negligence. Items reimbursed hereunder shall become the property of the Town.

**18.04** Each employee shall carry as his duty weapon the standard weapon issued by the Town.

**18.05** The Town shall make available a dry cleaning service for articles of uniforms on a reasonable frequency but at no cost to the employee.

**19.00 SALARY SCALE & METHODOLOGY OF PAYMENT**

**19.01** The rates of pay as illustrated below shall be put into effect for all members of the bargaining unit performing full time sworn police duties, based upon the service time as illustrated and on the dates as indicated:

Effective July 1, 2020 – two and one-half percent (2.5) general wage increase.

Effective July 1, 2021 – two and one-quarter percent (2.25) general wage increase.

Effective July 1, 2022 – two and one-quarter percent (2.25%) general wage increase.

Effective July 1, 2023 – two and one quarter percent (2.25%) general wage increase.

Effective July 1, 2024 – two and one-quarter percent (2.25%) general wage increase.

Effective July 1, 2025 – two and one-half percent (2.5%) general wage increase.

Service	Effective 7/1/20 2.5% increase	Effective 7/1/21 2.25% increase	Effective 7/1/22 2.25% increase	Effective 7/1/23 2.25% increase	Effective 7/1/24 2.25% increase	Effective 7/1/25 2.5% increase
0-6 Months	\$56,752	\$58,029	\$59,335	\$60,670	\$62,035	\$63,586
6-18 Months	\$64,612	\$66,066	\$67,552	\$69,072	\$70,626	\$72,392
18-30 Months	\$68,374	\$69,912	\$71,485	\$73,093	\$74,738	\$76,607
30-45 Months	\$75,147	\$76,838	\$78,567	\$80,334	\$82,142	\$84,195
45-60 Months	\$77,791	\$79,542	\$81,331	\$83,161	\$85,032	\$87,158
Over 60 Months	\$82,579	\$84,437	\$86,337	\$88,280	\$90,266	\$92,523

A certified police officer previously employed with another Connecticut municipality or with the Connecticut State Police will receive service credit for placement on the salary step on a month-to-month basis for such prior employment as a policeman. For all other seniority issues, such as but not limited to vacations, bids, position on overtime extra duty lists, and so forth, the seniority date would be the date of hire.

**19.02 Sergeant:** Officers who successfully complete the requirements for appointment to the rank of Sergeant shall be paid 8% of their annual salary in addition to the salary the officer is entitled to by virtue of his service as outlined in Section 19.01. Effective with retroactivity to July 1, 2015 this amount shall increase to 11%. This additional amount shall be paid in regular salary installments effective on the date of appointment to the rank of Sergeant. The Sergeant assigned to supervise the Detective Bureau shall receive both the Sergeant's stipend listed in §19.02, plus the Detective's stipend listed in §19.03.

**19.03 Detective:** Officers who successfully complete the requirements for appointment as Detective shall be paid 3.5% of their annual salary in addition to the salary the officer receives by virtue of his length of service as outlined in Section 19.01. This amount shall be paid in regular salary installments.

**19.04 Youth Officer:** The officer who is assigned as Youth Officer shall be paid 3% of their annual salary in addition to the salary the officer receives by virtue of his length of service as outlined in Section 19.01. This amount shall be paid in regular salary installments.

**19.05 School Resource Officer:** The officer who is assigned as School Resource Officer (SRO) shall be paid 3% of their annual salary in addition to the salary the officer receives by

virtue of his length of service as outlined in Section 19.01. This amount shall be paid in regular salary installments and shall be paid with retroactivity to July 1, 2015.

**19.06 Corporal:** Officers who successfully complete the requirements for appointment to the rank of Corporal shall be paid 4% of their annual salary in addition to the salary the officer is entitled to receive by virtue of his/her service as outlined in Section 19.01. This amount shall be paid in regular salary installments

**19.07** Commencing July 1, 2006, each officer who has successfully completed requirements for appointment to the following positions shall be paid at the rate of \$34.00 per month accumulated and paid once each year in the first pay period of December.

- Accident Investigation Team (BAIT)
- Child Safety Seat Technician
- Defensive Tactic Instructor
- ESU member
- Evidence Technician
- Field Training Officer
- Firearms Instructor
- TASER Instructor
- Training Coordinator
- Underwater Recovery Team (SCUBA)

All members must maintain Department approved certification and continue in their appointed positions to qualify for this stipend.

**19.08** If and to the extent the Chief or his designee chooses to have a Canine Unit and assigns at his discretion a police officer to work in the Canine Unit, then such police officer shall have one (1) hour of off-duty time each day as the amount of time that is reasonably necessary and appropriate for the proper care and maintenance of the canine (dog) assigned to the K-9 Officer as per the Brookfield Police Department General Orders. With respect to such off-duty care time, the Officer shall be paid the State of Connecticut prevailing minimum hourly wage rate.

Any overtime compensation for the K-9 Officer shall be paid in accordance with the terms of the current collective bargaining agreement between the Town and the Union; provided, however, the overtime pay rate applicable to any off-duty care time of the K-9 Officer that qualifies for overtime pay shall be calculated in accordance with applicable law including the Fair Labor Standards Act.

The Town, at its sole discretion, may at any time establish, reduce, change or discontinue the Brookfield's Canine Unit without any requirement to negotiate the impact of such action with the Union or the Police Officer then assigned to the Canine Unit.

The Town will be the sole owner of the canine. The canine will be retired from service when it is no longer able to perform physically or mentally to certification standards or, in the alternative, when the Town chooses to disband the Canine Unit. In the case of a canine's retirement, the handler will be given the opportunity to purchase the canine and all associated equipment and accoutrements from the Town which the Town determines it cannot reuse with

another canine for a total of one dollar (\$1.00). Upon such purchase, the handler shall be responsible for all costs and any liability associated with the canine.

19.09 Commencing July 1, 2006, each eligible officer shall receive an annual longevity bonus, payable in the first pay period after the anniversary of his employment with the Town as a police officer, based upon years of service as indicated below in accordance with the category which reflects the applicable highest level of service only.

Officers with:

- |    |                         |            |
|----|-------------------------|------------|
| 1. | 15-20 years of service: | \$500.00   |
| 2. | 21-25 years of service: | \$750.00   |
| 3. | 26+ years of service:   | \$1,000.00 |

#### 19.10 Direct Deposit

All payments for wages earned are paid on a bi-weekly basis electronically to the employee's designated bank account and the employee shall cooperate in effectuating this provision

#### 20.00 SAVINGS CLAUSE

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

#### 21.00 INJURY LEAVE - Refer to Section 8.09

#### 22.00 MANAGEMENT RIGHTS

22.01 Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing including but not limited to the following: determine the standards of service to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; increase or decrease the work force; issue rules and regulations; maintain the efficiency of government operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights,

responsibility and prerogatives are inherent in the Board of Selectmen and the First Selectman by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

#### 23.00 GENERAL PROVISIONS

23.01 Every employee shall have the right to review all of his personnel file upon request to the Chief of Police, the Major, the Captain or the Human Resources department.

23.02 The Town shall provide each employee with target ammunition for qualifying purposes and for use on duty.

23.03 The Town shall give each present employee, and each employee subsequently hired, a copy of this contract.

23.04 The Town shall allow space on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.

23.05 Town shall reimburse employees for costs incurred in obtaining fitness for duty physicals, which costs are not paid by the Town's medical insurance plan, within 30 days of the Town's receipt of the employee's bill of such costs. For employees who elect health benefits other than those offered by the Town of Brookfield, the Town will reimburse employees for costs that are not paid by the employee's medical insurance plan, within 30 days of the Town's receipt of the employee's bill for such costs provided that the employee shall be responsible for any costs resulting from the employee's failure to maintain HEP compliance, if any.

23.06 Each employee will have an annual fitness for duty physical examination conducted by a physician designated by the employee.

#### 24.00 PENSION PLAN AND HYBRID PLAN

24.01 The Town's Pension Plan governing employees hired prior to July 1, 2020 shall reflect:

- (a) Normal retirement date shall be fifty-five (55) years of age with minimum of ten (10) years of service or twenty-five (25) years of service regardless of age.
- (b) The benefit formula shall be 2% of final straight-time earnings. Straight time earnings shall include base pay, overtime pay, and midnight shift, stipend pursuant to paragraph 12.06 of this agreement, with a total annual cap of \$5000.00 for the total of such overtime pay and holiday pay, provided, however, for all retirements which occur on and after 01-01-08, straight time earnings shall include base pay, overtime pay, holiday pay, longevity, midnight shift and evening shift differential pursuant to paragraph 12.06 above of this agreement, with a total annual cap of \$6000.00 for the total of such overtime pay, holiday pay, longevity, midnight shift, and evening shift differential.
- (c) Final straight time earnings shall mean the average annual straight time earnings from the highest three (3) years of earnings.
- (d) Effective July 1, 2013, the employee contribution shall increase from 5% to five and one-half percent (5.5%) of straight-time earnings, as defined in paragraph 24.01(b) above, and effective June 30, 2015 increase to six percent (6%); provided that, employees who have achieved twenty-five (25) full and continuous years of service as a police officer with the Town as of June 30, 2013, after reaching their thirtieth (30<sup>th</sup>) year of service, shall discontinue their contribution to the pension fund. All other employees shall continue their employee contribution to the pension fund for the full period of their service with the Town.
- (e) Participation for all pension plan participants enrolled as of June 30, 1995 and for all employees hired after June 30, 1995 shall be mandatory. Non-participating employees as of June 30, 1995 shall be given an opportunity to make a one-time

irrevocable election not to participate in the plan. For any non-participant who declines to make this election, participation shall be mandatory effective July 1, 1995.

- (f) As soon as possible after July 1, 1995, the Town shall implement an Internal Revenue Code Section 414 (h) "pick-up" provision, which shall be designed to permit employee contributions to the pension plan to be treated as employer contributions for tax purposes. The Town makes no representations or guarantees as to the initial or continued viability of such a provision and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of pension contributions picked up by the Town. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the "pick-up" provision or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- (g) Employees shall be 100% vested in a deferred vested benefit after completion of ten (10) years of active service.
- (h) Employees who retire on or after July 1, 2007 will receive an annual 1.25% Cost of Living Adjustment (COLA) effective July 1, 2008 and every July 1<sup>st</sup> thereafter so long as they are eligible for the pension. Employees hired on or after July 1, 2020 are not eligible for a COLA as discussed in Section 24.02.

**24.02** Employees hired on or after July 1, 2020 shall not participate in the Town's Pension Plan but instead shall participate in the Hybrid DB/DC Pension (which does not include a COLA) or the 401a Plan as they may elect. A summary of the Hybrid DB/DC Pension includes the following terms:

- (a) New employees may elect to join the Hybrid DB/DC Plan or they may decide to avoid the Hybrid DB/DC Plan and instead enroll in the DC Plan.
- (b) New employees that elect to avoid the Hybrid DB/DC Plan and elect the DC Plan must contribute 5% of straight time earnings as defined in Section 24.01(b) and the Town will contribute 5% of the employee's straight time earnings to the 401a Plan. In addition, the Town will match employee contributions up to 8% of the employee's base pay at the rate of 75% of what the employee contributes (or a maximum Town match of 11% of base pay).
- (c) New employees who elect the Hybrid DB/DC Plan will contribute 5% of straight time earnings. Their pension will be calculated based on the average of their highest 5 years of earnings. Their pension multiplier is 2% and the maximum years of credited

service they may accrue is 20 years (so their pension will not exceed 40% of their final average pay). Plus they will not be eligible for a COLA. Their normal retirement age is met at age 55 having accrued at least 10 years of credited service or at 25 years of credited service (20 years of credited service in the Hybrid DB Plan and 5 years in the DC Plan) regardless of age.

- (d) After such employees reach 20 years of credited service they can accrue no more service in the Hybrid DB Plan (although their final average pay continues to get adjusted as their earnings change). At that point they will participate in the DC Plan with the same terms as discussed above for employees who elect to avoid the Hybrid DB/DC Plan and select the DC Plan benefit.
- (e) And finally, new employees who elect the Hybrid DB/DC Plan have the option each year at open enrollment to leave the Hybrid DB/DC Plan and move to the DC Plan, but once they elect to move to the DC Plan that election is irrevocable. If an employee leaves the Hybrid DB/DC Plan before being vested in the Hybrid Plan all her/his contributions can be maintained in the Hybrid DB/DC Plan and are guaranteed a 5% annual rate of return. If the employee elects to leave the Hybrid DB/DC Plan after vesting in that Plan the employee keeps the vested Hybrid DB benefit and in the future participates only in the DC Plan.

**24.03** Employees hired before July 1, 2020 who are in the Town Pension Plan may make an irrevocable election to freeze their benefits under the terms of the Town's Pension Plan and following that they may participate in the 401(a) Plan. An employee who elects to participate in the 401(a) Plan must contribute the same percentage of compensation to the 401(a) Plan that he/she was contributing to the Pension Plan.

**24.04** Retiree contributions to post-employment medical premiums shall be deducted from an eligible retiree's pension benefit payments.

**24.05** Employees who divorce their spouse must promptly notify the Town of any Court Order that imposes any wage, pension or other benefit garnishment on said employee/spouse.

**24.06** Effective July 1, 2020, the Town shall discontinue the practice of providing employees with pension estimate calculations as the plan administrator will maintain such information online.

**24.07** Pension Benefits for Employees who are Totally and Permanently Disabled:

Refer to Section 8.09

**24.08** The Town's Pension Plan shall extend, without further amendment or negotiation, for the duration of this Agreement.

## 25.00 PROMOTIONS

25.01 When the Police Commission certifies that a vacancy shall be filled in the rank of Detective, Corporal, or Sergeant, the provisions of this Article shall apply:

- (a) Detective: To be eligible for appointment, applicants for the detective classification must have had three years of service as a full-time officer in the Brookfield Police Department at the time of application.
- (b) Corporal: To be eligible for appointment, applicants for the sergeant or corporal classification must have had four years of service as a full-time officer in the Brookfield Police Department at the time of application.
- (c) Sergeant: To be eligible for appointment, applicants for the sergeant or corporal classification must have had four years of service as a full-time officer in the Brookfield Police Department at the time of application.

- 25.02 (a) All applicants must be able to perform normal police activities which shall be verified by the most recent Department physical examination. To be eligible for application or appointment to any vacancy, the applicant must not have received an unsatisfactory annual evaluation during the most recent period of eligibility: three years for detective; four years for corporal or sergeant.
- (b) There shall be a test given for the position of Detective and a single, separate test for the positions of Corporal and Sergeant.

25.03 Upon the posting of a vacancy, application forms with instructions shall be made available to all eligible candidates. Within twenty-one (21) days of the posting, sealed applications shall be returned to the Major. Receipts will be given for each application turned in.



**25.04** Candidates will appear before an oral panel. The oral panel shall consist of three "outside" officers holding a rank equal to or at least one rank higher than the promotion level being tested. These officers shall be from departments of comparable size and shall not be familiar with any of the applicants being tested. These officers shall be certified police officers and currently employed by a municipal police department.

Notwithstanding the above terms, the Town and the Union agree to the terms of the Side Letter of Agreement attached hereto as Attachment A, which provides that on a trial basis the Town will use an assessment center, in lieu of "the oral panel" as referred to in above, to provide the Town with a determination of the qualifications and relative rank of each candidate for promotion.

**25.05** Copies of the applications shall be distributed to the oral panel members on the day of the oral examination. The oral panel shall use the same outline of questions when interviewing each applicant.

**25.06** The Chief of Police shall request a competent and impartial agency to conduct a written examination for eligible applicants who have completed both the Police Commission and oral panel evaluation phases. The Town shall advise the Union of any change in the agency administering the written examination in sufficient time to permit discussion with the Union prior to such change.

**25.07** Upon receiving the certified scores of each phase of testing: eligibility rating, oral, and written, the police administration shall, as soon as reasonably practical, advise candidate(s) of their respective score(s).

**25.08** A final score shall be compiled for each applicant as follows:

Oral Evaluation - 50% weight; Written Examination - 50% weight; plus one-quarter (1/4) point for each full year of sworn service with the Brookfield Police Department as of the date of the written examination.

**25.09** The Town shall make appointments from among the highest scoring candidates using the Rule of Three. Additional vacancies which occur within one (1) year of the publication of the list shall be filled utilizing the same Rule of Three system. Provided, however, the applicant offered to fill the vacancy shall have no more than 48 hours from the time of the posting by the Town of the offer being made to him to submit a written letter to the Chief or his designee stating his desire not to accept the position. Any applicant declining a position will go to the bottom of the promotion list for the life of the list.

**25.10** After the list is published, any applicant who wishes to review his standing may meet with the Police Commission, the Chief, the Major and the Captain.

**25.11** To enable the Board of Police Commissioners to exercise sound discretion in making promotions within the Police Department, no appointment to a vacancy shall be deemed final and permanent until the officer has served one year in the position. During this probationary

period, the Board of Police Commissioners may demote such employee to his former rank for work performance or attitude at its sole discretion and without recourse to grievance or arbitration.

## **26.00 CONTINUING EDUCATION**

**26.01** Each employee shall be eligible for tuition refund for courses taken toward a degree in police science, criminal justice, homeland security, counseling, psychology or law enforcement at a college or university accredited by a recognized regional or national accrediting association.

**26.02** An employee wishing to take advantage of the tuition refund program must complete an application noting the university, the course and the tuition cost and submit the application to the Chief of Police, or his designee, for approval prior to the commencement of the first day of class.

**26.03** To be eligible for tuition refund, the employee must achieve a grade of "C" or better in the course and present a transcript and receipt showing payment of the tuition whereupon the Town shall reimburse the employee at the rate of sixty-five (65%) of the tuition cost for the cost of a comparable course taken within the State university system.

To the extent the employee receives monies in the form of a grant, scholarship, financial aid or any similar payment which offsets the actual tuition costs, such amounts shall be deducted from the tuition reimbursement on a dollar for dollar basis.

**26.04** Any and all scholarships, financial awards or other economic benefits received by or on behalf of the employee related to such continuing education shall be applied first toward the tuition before computing the sixty-five (65%) tuition reimbursement (not to include any fees or costs). This provision will be retroactive to July 1, 2007.

## **27.00 STANDARD EQUIPMENT**

**27.01** The Town shall supply each officer with the following equipment:

- One standard weapon, as specified by the Chief or designee.
- Clip holder and holster
- Two (2) extra magazines
- Ammunition

**27.02** Each officer shall carry the standard weapon while on duty. The current department policy concerning weapons to be carried while off duty shall remain in effect.

**27.03** If the officer suffers loss of or damage to the weapon, and such loss or damage is incurred while performing in the line of duty and is not caused by negligence on the part of the officer, the Town shall be responsible for replacement or repair of the weapon. The officer shall pay the cost of repair or replacement in the case of loss or damage to the weapon due to negligence.

**27.04** Each officer shall be scheduled for firearms training with the standard weapon for up to a maximum of thirty-six (36) hours. Any employee who fails to qualify in the use of the weapon after said training shall receive, on his own time, up to thirty-six (36) additional hours of training. If the officer is not then qualified in the use of the weapon, he shall be terminated.

**27.05** Departmental weapons qualifications shall occur not more than four (4) times a year. Re-certification as mandated by the State of Connecticut will also be required. Any officer who fails to qualify for re-certification shall be given up to thirty-six hours additional training on his own time. If he fails to qualify for re-certification after said additional training, he shall be terminated. An officer, while under the care of a physician who certifies in writing that the patient is incapable for qualifying, shall be exempt from the above until released by said physician for return to normal duty.

## **28.00 OUTSIDE EMPLOYMENT**

**28.01** Employees may be employed part-time by an employer other than the Town provided such employment does not interfere with the department duties and meets the following criteria:

- (a) Any police officer who contemplates engaging in any type of outside employment, whether self-employed or for another commercial firm apart from his regular duty hours, shall complete and submit a Department Request form to the Chief of Police.

The form will provide the name and address of the employer, days and hours of work, type of work to be performed, and telephone contact number(s). The Chief of Police shall approve or reject such request within five (5) working days.

- (b) Outside Employment During Injury Leave - Refer to Section 8.07(d).

**28.02** Employees of the Brookfield Police Department shall not engage in the following outside employment:

- Employment by a person who is a known felon.
- Employment by a tow truck operator in the rotation used by the Brookfield Police Department.
- Any business or person whose business is collecting bad checks or debts.

Violators of the provisions of this procedure shall be considered to be in violation of Department Rules/Regulations and shall be subject to disciplinary action.

**28.03** Any employee denied outside employment by the Chief of Police may appeal to the Board of Selectmen.

**28.04** Any police officer wishing to continue part-time employment must renew outside employment status and information during the month of February of every calendar year. If there is no substantial change in the outside employment the Chief or his designee, shall approve the officer's outside employment.

**28.05** Employees whose applications to work part-time outside employment have been approved, shall, however, be subject to recall and report for duty with the police department in case of an emergency.

### **29.00 LEAVE OF ABSENCE**

**29.01** The Police Commission may grant a leave of absence without pay to an employee requesting such leave for a period of time not to exceed one (1) year. Upon the expiration of such leave, the employee shall be reinstated to the position he held at the time the leave was granted provided such position is vacant. For purposes of this section of the contract, such position shall no longer be considered vacant twenty (20) calendar days after the Police Commission has certified such position as open for applicants.

**29.02** Military leave pay shall be granted, not to exceed, six months to employees when required for service on active reserve or national guard duty. During this period, the employee shall be paid the difference, if any, between the employee's regular police pay and military pay. Copies of orders to active duty shall be supplied to the Human Resources department. Leave provided for in this section shall not be charged to other leave. In the event an employee is called to active military service, the re-employment rights provided by federal law will apply.

### **30.00 MISCELLANEOUS**

All sworn police officers covered under this Agreement will not be assigned to dispatcher/communications center duties, with the exception of emergency circumstances. An absence from work by a civilian dispatcher shall not constitute an emergency.

- Whenever used in this Agreement personal pronouns shall mean reference to both genders.
- Whenever the term "spouse" is used in this Agreement a party to a civil union as defined by Public Act 05-10, as amended, shall be included in such definition.

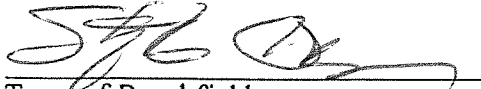
### **31.00 SIDE LETTERS OF AGREEMENT**

The parties agree to continue in force the terms of the July 22, 2013 (regarding the School Resource Officer), August 31, 2017 (regarding the Canine Unit) and April 7, 2020 (regarding the School Resource Officer schedule during COVID-19 pandemic) Side Letters.

**32.00 DURATION**


This Agreement shall be effective on July 1, 2020 and shall remain in effect through June 30, 2026. The provisions of this Agreement shall automatically be renewed unless negotiations for a new contract are requested in writing by either party not less than one hundred fifty (150) days prior to the expiration date of this Agreement.

The parties have entered into this Agreement as of this 30<sup>th</sup> day of June, 2020.



Town of Brookfield

*Stephen Dunn,  
First Selectman*



Brookfield Police Department Employees  
Union, Council #4, AFSCME,  
AFL-CIO, LOCAL 1544

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Brookfield ("Town") and the Brookfield Police Department Employees Union, Council #15, AFSCME, AFL-CIO, Local 1544 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2011 through June 30, 2015 ("Collective Bargaining Agreement") resulting from an interest arbitration award issued on June 13, 2013, in Case No. 2012-MBA-213; and

**WHEREAS**, the Town has decided, until further notice, to create a School Resource Officer ("SRO") Program; and

**WHEREAS**, the Town and the Union, on June 27, 2013, engaged in collective bargaining negotiations over the terms and conditions of employment that would apply to employee(s) represented by the Union who may be assigned to the position of SRO from time to time; and

**WHEREAS**, the purpose of this Agreement is to memorialize the terms of employment applicable to bargaining unit employee(s) represented by the Union who may be assigned to the position of SRO as further set forth below.

**NOW, THEREFORE**, the Town and the Union hereby agree as follows:

1. If and to the extent the Town, in its discretion, chooses to establish and to continue an SRO Program and assigns one or more employees from the bargaining unit represented by the Union to work as an SRO, then such SRO will report, for purposes of supervision, to the Detective Division Commander. The SRO may be assigned by the Chief of Police ("Chief")

JULY 22, 2013

~~to perform criminal investigative work for the Detective Division or patrol~~  
duties for the Patrol Division, as well as SRO's duties as outlined in the Rules and Regulations of the Department. Nothing contained in this Agreement shall prevent the Town from hiring new employees into the bargaining unit to fill an SRO assignment if the Chief of Police, in consultation with Brookfield Public School officials, determines there are not sufficient qualified applicants available within the bargaining unit. The Town shall, in its discretion, choose which employee(s) will be assigned to the SRO position(s) and may, in its discretion, reassign such employee(s) from time to time, subject to the terms set forth in paragraph 3 below, and such judgments shall not be subject to challenge by any employee or the Union through the grievance and/or arbitration procedures contained within the applicable collective bargaining agreement in effect at the time.

2. In order to be considered for the position of SRO, a candidate must submit a letter of application with his/her resume to the Chief. The candidate must provide the Chief with two letters of reference from individuals not employed within the Brookfield Police Department. The candidate must prepare a one page letter to the Chief explaining why he/she is interested and most appropriate for the assignment of SRO. Finally, it is preferred but not required that the candidate have a minimum of two (2) years of experience with the Brookfield Police Department before being assigned to an SRO assignment.

3. While the Town acting through the Chief shall have discretion as to the assignment and reassignment of employee(s) to the SRO position, an employee also shall have discretion as to the acceptance of and continuation in an SRO assignment. Notwithstanding the above terms, when an SRO assignment is made and accepted during any school year, such assignment shall normally continue for no less than a full school semester, absent extenuating circumstances.
4. Whenever school is in session the SRO shall work the school schedule, arriving at work at least thirty (30) minutes before school begins and concluding work at least thirty (30) after the conclusion of school or as necessary to satisfy an eight (8) hour per day, Monday through Friday, work schedule unless otherwise required to work additional hours to meet the needs of the school to which the SRO is assigned.
5. Any time school is delayed, cancelled, dismissed early or otherwise not in session during the Monday through Friday work week, the SRO will be notified by the Police Dispatcher Communications Division and/or Brookfield Public School Administration and thereafter shall report to duty on the day shift of the Patrol Division and/or Brookfield Public School Administration unless otherwise assigned by the Chief. During the summer break and any time school is closed for a week or more, the SRO(s) shall work a Monday through Friday schedule, eight (8) hours each shift. To the extent that the Chief or his designee establishes and fills multiple SRO assignments, the SROs shall be required to work



~~different shifts from each other. In the event of a disagreement as to a~~  
shift preference, shifts will be chosen by seniority bid.

6. In order to compensate the SRO for the additional hours worked under the SRO schedules referenced above, as compared to the regular patrol and detectives schedules set forth in the Collective Bargaining Agreement, the SRO shall receive an additional ten (10) days of paid vacation time for each full year he/she is assigned to the SRO assignment, which shall be pro-rated for any partial year assignment. The expectation of the Town and the Union is that the SRO shall schedule vacation time and personal time outside of the student school year, provided that in the event of extenuating circumstances an SRO shall have the right to request a limited amount of such time off, provided it does not interfere with school operations and further provided such requests are made as far in advance as possible to the Detective Division Commander. Sick time shall be allowed at any time in accordance with the terms of the Collective Bargaining Agreement. The SRO also shall be given first preference for any extra duty assignments for the Brookfield Board of Education which involve extra duty work at the Brookfield High School or the Whisconier Middle School before others are offer such extra duty work.
7. The terms of the Collective Bargaining Agreement, which are not otherwise modified as set forth herein, shall remain in effect for employee(s) assigned to the position of SRO.

The parties have reached this Agreement as of this 22 day of July, 2013.

Town of Brookfield

Brookfield Police Department  
Employees Union, Council #15,  
AFSCME, AFL-CIO, Local 1544

54787

**SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is entered into by and between the Town of Brookfield ("Town") and the Brookfield Police Department Employees Union, AFSCME Council 4, Local 1544 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2015 – June 30, 2020 ("Collective Bargaining Agreement"); and

**WHEREAS**, Section 12.00 of the Collective Bargaining Agreement concerns the Work Schedule of officers in the Union; and


**WHEREAS**, Section 12.02 (a) of the Collective Bargaining Agreement concerns the Regular Work Schedule of the patrol force; and

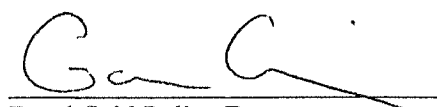
**WHEREAS**, Section 12.02 (c) of the Collective Bargaining Agreement concerns the bidding and assignment of shifts.

**NOW THEREFORE**, the Town and the Union agree as follows:

1. If and to the extent the Chief or his designee chooses to assign more than one (1) police officer to a Canine Unit, such additional police officer(s) will bid for shift assignments as outlined in section **12.00 - Work Schedule**, of the Collective Bargaining Agreement, except that not more than one (1) police officer assigned to the Canine Unit may be assigned to any shift. And, whenever shift bidding occurs and there is more than one (1) police officer assigned to a Canine Unit, the Sergeant positions will be filled first, followed by the Corporal positions, and lastly, the Patrol Officer positions.

The Town and the Union agree to the terms of this Side Letter of Agreement as of this 31<sup>st</sup> day of August, 2017.

  
Town of Brookfield

  
Brookfield Police Department  
Employees Union

AUGUST 31, 2017

**SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is entered into by and between the Town of Brookfield ("Town") and the Brookfield Police Department Employees Union, AFSCME Council 4, Local 1544 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2015 – June 30, 2020 ("Collective Bargaining Agreement"); and

**WHEREAS**, A Memorandum of Agreement between the Town and the Union covering the conditions of employment of bargaining unit members assigned as School Resource Officers is a part of that Collective Bargaining Agreement; and

**WHEREAS**, Section 5 of the Memorandum of Agreement concerns the Work Schedule of SRO's when school is not in session; and

**WHEREAS**, Section 6 of the Memorandum of Agreement concerns the compensation of SRO's; and

**WHEREAS**, Section 12.00 of the Collective Bargaining Agreement concerns the Work Schedule of officers in the Union; and

**WHEREAS**, Section 12.02 (a) of the Collective Bargaining Agreement concerns the Regular Work Schedule of the patrol force; and

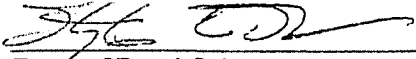
**WHEREAS**, Section 12.02 (c) of the Collective Bargaining Agreement concerns the bidding and assignment of shifts; and

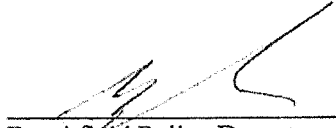
**WHEREAS**, A Federal, State and Local State of Emergency exists to address the Covid-19 Pandemic and has caused all schools to close, as of March 13, 2020

**NOW THEREFORE**, the Town and the Union agree as follows:

1. If and to the extent that one or more of the officers assigned as SRO's, covered by the terms of the Memorandum of Agreement, wishes to forgo the stipulated schedule for SROs when school is not in session, pursuant to Section 5, and work a regular patrol shift as outlined in Section 12.02(a) of the CBA, for the period of time covered by the States of Emergency and the resumption of the regular school schedule; such SRO will be entitled to do so. A pro-rated portion of the additional vacation days granted, pursuant to Section 6, will be refunded to the Town to reflect the period of time worked in the regular shift schedule.
2. Any such election to work a regular patrol shift, by an SRO, will be done by seniority and will not adversely impact a shift bid of a regular patrol officer, pursuant to Section 12.02 (c).

The Town and the Union agree to the terms of this Side Letter of Agreement as of this 7<sup>th</sup> day of April, 2020.

  
Town of Brookfield  
Stephen Dunn  
First Selectman

  
Brookfield Police Department  
Employees Union

April 7, 2020