

*WORKING AGREEMENT  
BETWEEN*

*THE CITY OF NEW LONDON, CONNECTICUT*

*AND*

*POLICE UNION, LOCAL 724, COUNCIL #4  
AFSCME, AFL-CIO*

*EFFECTIVE JULY 1, 2021  
TO  
JUNE 30, 2024*

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## PREAMBLE

This Agreement entered into by and between the City of New London, Connecticut (hereinafter referred to as "the City"), and New London Police Local #724, affiliated with Council #4, American Federation of State, County and Municipal Employees, AFI CIO (hereinafter referred to as "the Union"), has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION

1.1 The City recognizes New London Police Union, Local 724, Council #4, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for employees in the bargaining unit for the purpose of collective bargaining under the provisions of the Municipal Employee Relations Act. The Union recognizes the CEO and/or his designated representative or representatives as the sole and exclusive representative of the City of New London, Connecticut, for the purpose of collective bargaining.

## ARTICLE II DEFINITION OF PERSONNEL

2.1 The term employee as used in this Agreement shall mean a certified full time permanent employee who has completed successfully his/her probationary period.

2.2 Probationary period as used in this Agreement shall mean such time commencing with the date a police officer is appointed officially to a full-time position in the department until six (6) months after he/she has completed successfully his/her training at the Post Connecticut, but in no event to exceed more than eighteen (18) months from the date of appointment as a regular police officer.

2.3 A probationary employee shall have the rights and shall be eligible for and shall accumulate the fringe benefits available in this Agreement to other employees, except when it is specified otherwise in this Agreement, provided, however, the City shall have the right to discharge such probationary employee for failure to meet the standards of the department.

## ARTICLE III THE BARGAINING UNIT

3.1 The bargaining unit that the Union shall represent shall consist of employees in the police department, as defined in Article II of this Agreement, whose position classifications are as follows: Police Captain, Police Lieutenant; Police Detective Sergeant; Police Sergeant; Senior Sergeant; Police Detective; and Police Officer (including Master Police Officers) and Special Constables with full POST certification designated as Auxiliary Police.

3.2 Except as provided for in Section 1 of this article, all part-time, seasonal and temporary employees are excluded from the bargaining unit and the provisions of this Agreement.

3.3 The Union agrees that parking enforcement duties are not exclusively bargaining unit work and that the City of New London may hire non-bargaining unit employees to perform this function.

**ARTICLE IV**  
**UNION SECURITY**

4.1 As a condition of employment, all employees included in the bargaining unit as defined in Article III of this Agreement shall become a member of the Union, or pay to the Union a service fee. Said service fee shall be equal to the proportion of Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

4.2 A probationary employee may voluntarily join the Union during his/her probationary period, if he/she so desires.

**ARTICLE V**  
**UNION DUES DEDUCTION**

5.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

5.2 The obligation of the City for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized, by written authorization signed by the officers of the Union and filed with the Director of Finance, to receive such amounts from the City. The deduction for any month shall be made during the second payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth day of the following month.

5.3 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the City for the purpose of complying with the provisions of this article.

5.4 Where an employee has been suspended, furloughed or discharged and subsequently returns to work with full or partial back pay or has been reclassified retroactively, the employer shall, in the manner outlined in Section 5.1 above, deduct the union membership dues that are due and owing for the period during which the employee received back pay.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The provisions of this Agreement shall be applied equally to members of the bargaining unit except where otherwise provided in this Agreement without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

7.1 Except as specifically abridged or modified by any provision of this Agreement, the City 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 selections for employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City'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, responsibilities and prerogatives are inherent in the Council of the City of New London and the CEO 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, provided that the matter of exercise of such rights may be subject to the grievance and arbitration procedure of this Agreement.

**ARTICLE VIII**  
**NO STRIKE - NO LOCKOUT**

8.1 The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any action against the City that would impede the proper functioning of the City government, or the police department, at any time. The City agrees that it will not lock out any employees at any time.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

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

9.2 The City and the Union shall recognize and adhere to all provisions of laws, ordinance, the police manual and personnel rules and regulations not otherwise superseded by the terms of this Agreement.

9.3 A grievance may result from a complaint concerning the discharge, suspension, demotion or other discipline of an employee, which shall be for just cause, or a conflict resulting from the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement. Such grievances shall be settled in the following manner:

Step 1: The aggrieved employee, who may be represented by a Union representative, shall present the grievance orally to the Chief of Police or the Deputy Chief of Police within fifteen (15) working days of its occurrence. The Chief or the Deputy Chief will attempt to resolve the grievance or dispute within fifteen (15) working days of receipt of the filing.

a. In the event that the processing of a step 1 grievance is not assigned to the Captain or designee pursuant to this agreement, it may be waived upon mutual agreement of the parties.

Step 2: If unresolved at Step 1, the aggrieved employee, who may be represented by a Union representative, shall present the grievance or dispute in writing to the Chief of Police within fifteen (15) working days of the receipt of the response at Step 1. The written grievance shall include:

- a. a statement of the grievance and the facts involved;
- b. the specific article and/or section of the Agreement alleged to have been violated;
- c. the remedy requested.

The Chief of Police shall render his decision in writing, within fifteen (15) working days of the date the grievance was submitted to him.

Step 3: If the grievance has not been settled, it shall be presented in writing to the CEO within fifteen (15) working days after the decision of the Chief of Police is received. If he/she so determines, the CEO shall meet with the interested parties no later than fifteen (15) working days after the receipt of the grievance and in any case shall render his decision in writing within fifteen (15) working days of receipt of the grievance.

Step 4: If the Union is not satisfied with the decision rendered in Step 3, it shall notify the CEO within fifteen (15) working days after receipt of the decision that it intends to submit the grievance to arbitration. The party requesting arbitration shall, however, first seek mediation with the State Board of Mediation and Arbitration. Notwithstanding the above, either party may proceed directly to arbitration on all discipline cases which directly result in loss of pay to an employee. If mediation fails to produce a resolution of the grievance or no mediation is required under the contract, the party requesting arbitration shall, within fifteen (15) working days of the mediation session or receipt of the CEO's decision, as applicable, file for arbitration with the State Board of Mediation and Arbitration which shall act on such request in accordance with its rules and procedures. The arbitrator(s) shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

9.4 Unless the parties mutually agree in writing to extend the time limits specified in this Article, the Union shall have the right to proceed to the next step of the grievance procedure at the conclusion of the period specified for the employer response.

9.5 Nothing in this article is intended to prohibit the City from processing a grievance through the grievance procedure up to, and including, arbitration.

9.6 The decision of the arbitrator(s) shall be final and binding on the parties as provided by the Connecticut General Statutes. The expense for the arbitrator's services and proceedings shall be borne equally by the City and the Union.



**ARTICLE X**  
**SENIORITY**

10.1 Seniority shall commence from the date an employee is officially appointed to the department subject to the provisions of Section 2 of this article. Seniority for all other grades will be time in grade. For all ranks above police officer, seniority shall be by time in grade at the current rank.

Sergeant and Lieutenant seniority established prior to July 1, 2017 shall be grandfathered and not affected by this provision unless a supervisor is promoted to a higher rank after implementation of time in grade.

10.2 A probationary employee shall have no seniority, but upon the completion of his/her probationary period as defined in Section 2 of Article II, Definition of Personnel, his/her name shall be added to the seniority list from the date of his/her official appointment.

10.3 An employee's seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, or any authorized leave of absence, or any call to military service for the duration.

10.4 In the event of a reduction in force, layoff shall be in inverse order of seniority and any recall to work shall be by seniority. Recall rights shall be waived by any employee who fails to report for work within thirty (30) days after the City has sent notice of recall to his/her last address appearing on departmental records, with a copy to his/her Union by registered mail.

10.5 If an employee is suspended for twenty days or more in one event, resigns voluntarily, or is discharged for just cause, he/she shall lose his/her seniority.

10.6 During the term of this Agreement, the City shall furnish the Union a current seniority list of the bargaining unit.

10.7 Parties agree to work together to create demotion language during the length of this contract. Upon any agreeable language, said language cannot be used in any pending grievances regarding demotions.

**ARTICLE XI**  
**HOURS OF WORK**

11.1 The regular workweek for all bargaining unit members below the rank of Captain shall be eight (8) hours per day, forty (40) hours per week, with two (2) consecutive days off at the end of each forty (40) hour work period, followed by five (5) consecutive days with three (3) consecutive days off. This cycle of 5 on – 2 off, 5 on – 3 off, shall repeat continuously, and shall be known as the 5/2, 5/3 schedule. All other employees shall work a schedule which shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive workdays per week, with two (2) consecutive days off at the end of each such forty (40) hour workweek. For these officers, a work period shall consist of four (4) consecutive workweeks.

For *all* bargaining unit members, this department shall maintain three (3) such primary work periods, or shifts, viz.: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m. For those not working the 5/2, 5/3 schedule, the work period shall commence on Sundays at 7:00 a.m. and end four (4) weeks later at 7:00 a.m. Those bargaining unit members working an administrative schedule shall have included one (1) floating day off monthly prescheduled by the Division Commander in conjunction with each member's regular days off. These members may request to work the day at an overtime rate of pay and such request must be granted by the Division Commander.

The administration may create additional shifts of no more than seven (7) officers that may overlap the hours of any of the three primary shifts. These shifts shall be composed of manpower selected from the six (6) least senior police officers in the department or utilize a maximum of the bottom fifteen percent (15%) of least senior police officers listed on the patrol overtime list, whichever is greater. Absent volunteers for this shift, the least senior officers shall be selected based on inverse seniority. If applicable, the percentage staffing number shall be rounded to the nearest whole number with all percentages of .5 and above rounded up and all percentages of .4 and below rounded down. Hours of operation shall be by agency need as determined by the Chief or designee but shall not vary more than once every three (3) months (pursuant to this agreement signed by both parties on July 16, 2016).

11.2 During each eight (8) hour tour of duty all employees shall be allowed one-half (1/2) hour for lunch. The department shall prescribe the lunch periods for all beats and cars. Employees may take their lunch period where desired with the permission of the supervisor in charge of that squad.

11.3 Work schedules shall be determined by the Chief of Police or his/her designee and shall be posted at least five (5) days before each shift change.

11.4 Scheduled days off for each employee will not be changed during a work period except in emergencies. Employees will be allowed to change their days off with each other on the same shift on mutual request made to the supervisor in charge on the day of the request, provided no trade results in an overtime obligation to the City. Changes between shifts must be approved by the Chief or his/her designee.

11.5 Unless otherwise provided for in this Agreement, all personnel shall work only the hours of the period to which he/she is scheduled and shall, at the completion of such four (4) week period, be advanced to the hours of the next period in the same order described herein if, in the opinion of the Chief, such an arrangement shall not adversely affect the efficiency and overall operational requirements of the department. It is understood that an officer may, for personal needs or other individual reasons, request a change of a single tour of duty to another tour on the same day, which request may be approved by the Chief of Police or his/her designee.

The administrative process and working guidelines for such temporary shift reassignments are as follows:

- a. Bargaining Unit personnel requesting a temporary shift reassignment as outlined above cannot submit such a request prior to one week (7 days) before the date of the proposed temporary shift reassignment. Requests submitted prior to 7 days will not be processed for approval.
- b. Once such a request has been approved by the Chief or his/her designee, the temporary shift reassignment cannot be cancelled unless the requesting Officer agrees to do so. Requesting Officers may cancel their own temporary shift reassignments, provided they contact the Shift Commander at least 24 hours in advance of the reassigned shift.

c. In the event the above temporary shift reassignment creates an overtime position upon request, the request shall be denied. Staffing levels for each shift, and the related shift reassignment "overtime" threshold, shall be determined by the Chief or his/her designee.

d. In the event that a temporary shift reassignment creates overtime after such request has been approved (e.g. upon request no overtime is created, yet subsequent leave requests or sick time usage yields a vacant position), the Chief or his/her designee shall have the right to leave the vacating (temporarily reassigned) officer's position vacant for that shift (aka, "Do Not Fill").

e. No more than 3 Sergeants and 1 Lieutenant (4 supervisors) may be assigned to one shift as a result of such a temporary shift reassignment. At no time shall there be 2 Lieutenants on any given shift as a result of a temporary shift reassignment.

11.6 Detective Lieutenant, Detective Sergeant and Detectives shall work a forty, (40) hour workweek or shift, 8:00 a.m. until 4:00 p.m., Monday through Friday, with Saturday and Sunday off. There may also be a shift in operation from 4:00 p.m. through 12:00 midnight, Monday through Friday, with Saturday and Sunday off.

The parties agree that one (1) detective may be on duty Saturday and Sunday for the twenty-eight (28) day work period. The Saturday and Sunday duty will be rotated between all detectives in the detective division on a twenty-eight- (28) day basis. The detective working Saturday and Sunday will have Wednesday and Thursday off.

The Chief or Deputy Chief may, for training purposes, assign employees from the detective eligibility list, in order of their ranking on that list, to the detective division for a period of up to twenty-eight (28) days.

11.7 The Traffic Service Officer and Fleet Liaison Officer shall work Monday through Friday from 7:00 a.m. to 3:00 p.m. forty (40) hours with Saturday and Sunday off.

11.8 The Chief or his/her designee may assign supervisors to supervise other shifts for a specified period of time, provided, that no such reassignment shall be for less than one (1) consecutive four (4) week period, except where lesser reassignment periods are sufficient due to coverage for vacation periods, leaves of absence, or extended sick leave among the supervisors. It is understood that this authority to occasionally reassign is also designed to achieve the objective of having individual supervisors supervise different squads rather than one single squad consisting of the same officers all the time.

11.9 Employees selected for overtime in the detective division will be at the discretion of the supervisor in command of the detective division. They will be selected from a list of employees who volunteer for overtime duty in the detective division. The Supervisor in command of the detective division shall endeavor to administer overtime in such a manner that every full-time employee will have an equal opportunity to work overtime, subject to the needs of the police department and the qualifications of the employee.

11.10 When an employee changes shifts with another employee for one (1) or more days, each employee shall be assigned to the bottom of the vacancy and seniority list for the squad.

11.11 A change in squad assignments may be requested by an employee or the Chief or his/her designee. Such change may be requested for any reason. For a change to be effected, both the employee and the Chief or designee must agree to the change in writing.

- a. If the change is accomplished, no further request from the individual employee shall be considered for a period of two (2) years.
- b. This provision shall not apply to probationary employees or employees not assigned to squad duties in the Uniformed Services Division, nor shall it affect any provisions of any existing contractual agreement between the City and the Union, including the right of the Police Chief to make assignments during times of emergency.

#### 11.12 Bid Shifts for Patrol Division

1. The bid shift shall consist of three (3) four- (4) month rotations divided into four (4) twenty-eight-day cycles. Each four-month bid shall be considered a bid cycle. Shifts shall be bid by employee seniority. Seniority shall commence from employee date of hire as defined in Section 10 of the CBA:

- a. For the sole and exclusive purposes of bid shift preference and regular days off (RDO) seniority for any employee promoted to Sergeant or Lieutenant on or after July 1, 2017 shall be determined by "time in grade" order of precedence for all future bid shifts of said rank. Time in Grade shall be defined as date of promotion to the ranks of Sergeant and Lieutenant.
- b. Sergeant and Lieutenant seniority established prior to July 1, 2017 shall be grandfathered and not affected by this provision unless a supervisor is promoted to a higher rank after implementation of time in grade.
- c. If an employee resigns voluntarily, or is discharged for just cause, that employee shall forfeit seniority. If an employee successfully appeals termination, seniority shall be restored, less any time forfeited due to settlement provisions.

2. Patrol Officers, Master Patrol Officers (MPOs), Sergeants, Senior Sergeants and Lieutenants assigned to the Uniformed Services Division (USD) will be the only personnel participating in this bid process. Probationary Officers assigned to Field Training Phase are excluded from bidding until the next bid cycle after successful completion of the FTO program.

3. Employees may bid for each of the three primary shifts as defined in Section 11.1 of the CBA; they may also bid for any additional shift that has been added at the start of the new bid cycle. Employees will be given choices of which regular day off rotation they prefer to start with by seniority. Choices are to be numbered lowest to highest, lowest being the first-choice. Officers assigned to temporary duty that with an anticipated return to their assignment prior to the next scheduled bid rotation cycle shall be allowed to bid in the upcoming cycle.

4. Bid Shift forms will be distributed twenty-eight (28) days prior to the start of the new bid cycle. Forms shall be returned twenty-one (21) days prior to the start of the upcoming bid cycle. All forms will be filled out completely by the employee prior to return. Employees who fail to return the bid shift form within twenty-one (21) calendar days of the upcoming bid forfeit their

right to bid during the bid cycle and will be deployed at the discretion of the Chief or designee. The finalized bid shift boards will be posted fourteen (14) days prior to the start of the bid shift cycle. One week prior to the start of the next bid cycle members may submit leave requests for time off during the upcoming bid cycle.

5. Bid shift forms shall be hand delivered to members by the Shift Commander and returned to the Shift Commander's Office when completed. Bid forms shall be signed and dated by the employee or his/her designee and receiving supervisor.

6. The agency shall ensure that Canine Units with the same specialty training will only be deployed with no more than one (1) Canine Unit on any shift. Canine Unit Officers that bid and qualify for the same shift shall be redeployed based on the handler's seniority, based on the date of hire, with most senior officers' selection being given preference.

7. Volunteer School Resource Officers (SROs) while assigned to the USD, will be excluded from a bid shift schedule with a 5/2-5/3 days off schedule, instead utilize the administrative schedule with one (1) assigned Holiday Administrative (HA) day each month during the school year. During any time when schools are not in session and upon the end of the school year SROs will be deployed to any USD shift at the discretion of the Chief of Police or designee until eligible to bid for the next bid cycle. During the summer months SROs shall be assigned to the 5/2-5/3 Regular Days Off (RDO) work schedule assigned based on agency needs at the time.

8. The administration may create additional shifts of no more than seven (7) officers that may overlap the hours of any of the three primary shifts. These shifts shall be composed of manpower selected from the six (6) least senior police officers in the department or utilize a maximum of the bottom fifteen percent (15%) of least senior police officers listed on the patrol overtime list, whichever is greater. Absent volunteers for this shift, the least senior officers shall be selected based on inverse seniority. If applicable, the percentage staffing number shall be rounded to the nearest whole number with all percentages of .5 and above rounded up and all percentages of .4 and below rounded down. Hours of operation shall be by agency need as determined by the Chief or designee but shall not vary more than once every three (3) months (pursuant to this agreement signed by both parties on July 16, 2016).

9. The Utility Services Sergeant (USS) agreement dated August 7, 2008 shall be utilized in the event the City enacts the USS position.

**ARTICLE XII**  
**WAGES**

12.1

a. Effective and retroactive to July 1, 2021, all ranks and steps of Wage Schedule in effect on June 30, 2020 shall be increased by one- and one-half percent (1.5%).

July 1, 2021 to Dec 31, 2021 1.5%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$119,565				
Lieutenant		\$91,182	\$97,906	\$105,284		
Sergeant		\$83,880	\$88,073	\$92,478		
Detective		\$82,386	\$83,132			
MPO		\$78,319				
Police Ofc.	\$64,535	\$67,829	\$70,240	\$72,834	\$75,073	\$77,699

b. Effective and retroactive to January 1, 2022, all ranks and steps of Wage Schedule shall be increased by two percent (2%).

Jan 1, 2022 to June 30, 2022 2%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$121,956				
Lieutenant		\$93,005	\$99,864	\$107,390		
Sergeant		\$85,557	\$89,834	\$94,327		
Detective		\$84,033	\$84,794			
MPO		\$79,886				
Police Ofc.	\$65,825	\$69,186	\$71,645	\$74,291	\$76,575	\$79,253

c. Effective July 1, 2022, all ranks and steps of Wage Schedule shall be increased by one- and one-half percent (1.5%)

July 1, 2022 to Dec 31, 2022 1.5%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$123,786				
Lieutenant		\$94,400	\$101,362	\$109,000		
Sergeant		\$86,841	\$91,182	\$95,742		
Detective		\$85,294	\$86,066			
MPO		\$81,084				
Police Ofc.	\$66,813	\$70,224	\$72,720	\$75,405	\$77,724	\$80,442

d. Effective January 1, 2023, all ranks and steps of Wage Schedule shall be increased by one- and one-half percent (1.5%)

Jan 1, 2023 to June 30, 2023 1.5%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$125,642				
Lieutenant		\$95,816	\$102,882	\$110,635		
Sergeant		\$88,143	\$92,549	\$97,178		
Detective		\$86,573	\$87,357			
MPO		\$82,300				
Police Ofc.	\$67,815	\$71,277	\$73,810	\$76,537	\$78,889	\$81,649

e. Effective July 1, 2023, all ranks and steps of Wage Schedule shall be increased by one- and one-half percent (1.5%)

July 1, 2023 to Dec 31, 2023 1.5%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$127,527				
Lieutenant		\$97,253	\$104,426	\$112,295		
Sergeant		\$89,465	\$93,937	\$98,636		
Detective		\$87,872	\$88,667			
MPO		\$83,535				
Police Ofc.	\$68,832	\$72,346	\$74,917	\$77,685	\$80,073	\$82,873

f. Effective January 1, 2024, all ranks and steps of Wage Schedule shall be increased by one- and one-half percent (1.5%)

Jan 1, 2024 to June 30, 2024 1.5%

Title	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Captain		\$129,440				
Lieutenant		\$98,712	\$105,992	\$113,979		
Sergeant		\$90,807	\$95,347	\$100,115		
Detective		\$89,190	\$89,997			
MPO		\$84,788				
Police Ofc.	\$69,865	\$73,431	\$76,041	\$78,850	\$81,274	\$84,117

g. Each bargaining unit member shall receive a one-time premium stipend for hazardous duty during the COVID pandemic in a separate check in the amount of one thousand dollars (\$1,000) in ARPA year one disbursement minus tax deductions.

12.2 As of July 1 of each year of this Agreement, each police officer who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Upon the successful completion of the Police Academy and the Department Field Training, new Police Officers shall be paid at Step 1 of the salary range of his/her classification. The move to Step 1 does not affect the employee's probationary status. Each police officer who has one (1) but less than two (2) years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification. Each police officer who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 3 of the salary range of his/her classification. Each police officer who has three (3) but less than four (4) years of service in his/her classification shall be paid at Step 4 of the salary range of his/her classification.

Each police officer who has four (4) or more years of service in his/her classification shall be paid at Step 5 of the salary range of his/her classification. Lieutenants and Captains shall be on call, with payment for such included as part of their base pay.

12.3 Nothing in this section shall preclude the City, at the discretion of the Chief of Police, from placing a new hire in the rank of police officer at an advanced pay step commensurate with the new hire's experience and training as a certified police officer. In the event of a promotion an employee shall advance to the salary of his/her new classification. Certified new hires will have a six (6) month probationary period for a Certified Police Officer.

12.4 In any situation not covered by the paragraph below, any police officer assigned by direction of the Chief or his/her designee to work in a higher classification than his/her own shall receive the rate of pay for all hours worked at the rate of pay for such higher classification.

Sergeant and Lieutenant seniority established prior to July 1, 2017 shall be grandfathered and not affected by this provision unless a supervisor is promoted to a higher rank after implementation of time in grade.

Only the senior sergeant in terms of time in rank seniority who is on duty on a shift (and whether assigned to the desk or not) shall receive lieutenant's pay for work performed in a higher classification pursuant to the provisions of Article XII, Section 4 only when the lieutenant assigned to the particular shift is not on duty. No other employees shall receive higher classification pay under Article XII except:

- a. Patrolmen who are assigned to the detective bureau as acting detective shall continue to receive detectives' pay for such work in accordance with Article XII.
- b. Patrolmen who are assigned to the detective bureau, not as an acting detective, shall receive current rate of pay not to exceed twenty-one (21) days.

12.5 New bargaining unit members must be enrolled in a direct-deposit program for their City compensation.

### ARTICLE XIII LONGEVITY

13.1 Longevity shall be considered as an added compensation to employees for continued service to the City. Longevity payments shall not affect the annual pay rate to which an employee is entitled.

13.2 Longevity payments shall be due to all regular full-time employees in the continuous service of the City excluding temporary, seasonal, part-time and per diem employees on the following scale:

#### YEARS OF SERVICE

5 yrs. but less than 10 yrs.	\$250.00
10 yrs. but less than 15 yrs.	\$400.00
15 yrs. but less than 20 yrs.	\$500.00
20 yrs. or more	\$600.00



13.3 The total annual longevity payments shall be due and payable in two (2) equal installments, the first being due and payable not later than November 30, and the second being due and payable not later than May 31 of each fiscal year.

13.4 Eligibility for longevity compensation shall begin on the date the employee is hired by the City for a regular authorized position on a full-time basis.

13.5 An employee will become eligible for his/her first total annual longevity payment if he/she has completed five (5) years of service on or before November 30 of a fiscal year. An employee will become eligible for one (1) installment of his/her first longevity payment if he/she has completed five (5) years of service on or before May 31 of a fiscal Year. Thereafter, additional longevity payments for aggregate years of service will be predicated on this same basis.

13.6 Only employees on the payroll on the specified dates of longevity payments shall receive longevity compensation, except that employees who retire during a fiscal year shall be considered as having earned full longevity for such fiscal year and they shall not be required to be on the payroll on the specified dates of longevity payments in order to receive full longevity compensation for the year.

13.7 Time spent in the armed forces of the United States, i.e., Army, Navy, Air Force, Marine Corps and Coast Guard, while on leave from the City shall be included in determining the number of years of service.

#### ARTICLE XIV OVERTIME

14.1 All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day or a forty (40) hour work week.

The Chief of Police shall endeavor to administer overtime in such a manner that every full-time employee will have an equal opportunity to work overtime, subject to needs of the police department and the qualifications of the employee. Partial Shift overtime shall not be offered to ineligible employees.

a. Bargaining unit members who are newly promoted supervisors and, as a result are receiving in-house supervisory training relating to promotions, shall not be eligible for supervisory overtime until completing said training.

1. This restriction is for supervisory overtime only and is not intended to apply to other overtime that a member would be eligible for during the period of in-house supervisory training.

14.2 Any employee called back to duty after he/she has completed his/her tour of duty shall be paid for a minimum of four (4) hours at time and one-half (1 1/2) rate.

14.3 Except as otherwise provided in this Agreement, overtime shall be accomplished within rank classification on a rotating basis. Overtime lists by rank classification shall first be established by seniority. Overtime assignments will first be offered to the employee at the top of the list who will be off-duty during the hours of the offered assignment. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If that employee cannot be contacted, the next employee will be called, but the first employee will not lose his/her place in

the rotation. In the event the overtime work list is exhausted, the Chief of Police, or his designee, may order the first employee contacted at the top of the list to accept the overtime assignment.

Under no circumstances other than in emergency shall any employee be scheduled to work more than sixteen (16) consecutive hours without having at least (4) hours off. Employees may not be offered, or accept any overtime (including, but not limited to, squad work, dispatch, private/extra duty, and any special assignments) that would cause an employee to be scheduled more than sixteen (16) hours of work within a twenty-four (24) hour period without having at least four (4) hours of off-duty time, or be ineligible to work their regularly scheduled shift. Any officer who accepts an overtime assignment, but does not report for the assignment, shall lose thirty (30) days of eligibility for additional overtime assignments. All employees who are unable to report for their normal tour of duty for any reason are required to notify the department as far in advance of the start of the tour as is possible, and an officer scheduled for overtime who, for a legitimate reason cannot report for the assignment shall not be subject to the thirty (30) day eligibility loss provided he/she provides as much notice in advance of the tour as is possible.

14.4 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next overtime assignment which the employee can accept within the next two (2) weeks from the date the employee was passed over. This paragraph will not affect the hiring of overtime employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

a. In the event an officer is hired from the overtime lists for patrol overtime and assignment is cancelled and the officer has not been contacted to notify the assignment is cancelled prior to his/her arrival for duty, the officer shall have the following options of choice upon arrival for duty:

1. Work four (4) hour overtime and move on the OT List, or
2. Decline four (4) hour overtime assignment and not move on the List.

14.5 When any employee works overtime, it will not affect the regular shift assignments of the men/women on that shift. The overtime men/women will fill whatever beat assignments are left open as replacements to the employees who are assigned to the cars on the fourth shift, or any shift, or where needed by the City.

a. In the event that an employee works overtime equal to or in excess of four (4) hours that is not a continuation of their shift or as a result of a private duty hiring error, s/he shall be rotated in the prescribed manner on the overtime list applicable to that employee's pay classification and rank.

b. The above does not apply to VIS and SNTF assigned officers who work weekly or biweekly overtime as part of their assignments.

14.6 In an emergency, it is understood that the Chief, Deputy Chief or Acting Chief may call any and all employees to duty. Such time shall be paid at the rate time and one-half for a minimum of four (4) hours.

14.7

- a. Any employee who reports off duty sick from any regular assigned shift shall be considered "off duty" for a period of twenty-four (24) hours, commencing from the time that his/her regular tour of duty started for the next twenty-four (24) hours. During this twenty-four (24) hour period, an employee shall not be entitled to work any overtime, extra duty, or private duty assignments. If an employee is sick for more than one (1) day, this rule shall continue until he/she calls in or reports back to work on his/her regular duty assignments. He/she shall then become eligible for overtime, extra duty and private duty.
- b. No employee shall be charged with sick leave for absence on account of sickness from overtime.
- c. Any employee who reports "off duty sick" from an overtime assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

14.8 Overtime employees will retain their seniority rights in assignments to cars or beats when there are not enough men/women on the regular shifts to fill the cars or walking beats. Seniority will prevail for those employees working overtime when it becomes a question of assignments.

14.9 Where gender, language proficiency and/or ethnicity is/are a bona fide occupational qualification(s) for a particular assignment, it shall not be necessary to use the regular overtime hiring procedure to select the officers.

14.10 Call-in for overtime to attend departmental meetings or supervisory staff meetings shall be paid at the rate of time and one-half for the actual time it takes an employee to leave home, travel and attend the meeting at the police department and return home, with a minimum of two (2) hours' pay.

14.11 The Chief of Police is the only person authorized to permit the distribution of overtime in purely ceremonial situations.

- a. Ceremonial purposes include, but are not limited to, funerals, parades, award ceremonies/presentations, oaths of office/swearing in.
- b. Such overtime opportunities, so authorized by the Chief of Police, shall be paid in accordance with Article XIV, Section 10 (14.10), "Departmental Meetings."

14.12 Officers granted vacation leave pursuant to Article 18.4 of this Agreement may request to be placed on a Do Not Call list for overtime assignments for the length of their leave.

- a. Officers granted leave in excess of three (3) consecutive single vacation days pursuant to 18.5b of this Agreement, who indicate that they are out of state, may request to be placed on a Do Not Call list for overtime assignments for the length of their leave. However, these officers are subject to Order In if contacted.
- b. The officers must indicate in writing on a form prescribed by the Department their desire not to be called for overtime. Shift Commanders shall make a notation "DNC" on the overtime

call sheets for each officer listed on the form. The Uniformed Services Division Commander shall maintain a file of Do Not Call forms by changeover period.

**ARTICLE XV**  
**PRIVATE JOBS**

15.1 The rate of pay for private sector work shall be one- and one-half times the hourly rate of the employee. Employees performing private work shall receive a minimum of four (4) hours pay. If the work is for more than four (4) hours, but less than eight (8) hours, the employee shall receive eight (8) hours pay. When an employee reports to private work and is notified that the work is canceled, he/she shall receive four (4) hours pay at time and one half the hourly rate.

15.2 Assignments to private jobs shall be made from the private/extra duty assignments roster. Assignments will be first offered to the employee at the top of the list who will be off-duty during the hours of the offered assignments. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If the employee cannot be contacted, the next employee will be called, and the first employee will not lose his/her place in the rotation. In the event the private/duty assignment roster is exhausted, the Chief of Police, or his/her designee may allow employees not on the list to accept the assignment.

15.3 An employee injured on a private job shall receive injury coverage in the same manner provided for if injured on regular duty for the City.

15.4 Any employee who fails to report to duty on a private duty assignment shall forfeit a total of fourteen (14) days of private/extra duty assignments.

15.5 No employee shall be charged with sick leave for absence on account of sickness from private job assignments.

15.6 Any employee who reports "off duty sick" from a private duty assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

15.7 Employees working regular duty assignments may not accept a private duty assignment whose hours run consecutive to their regular duty. There must be at least fifteen minutes between the regular duty assignment and the private assignment to be eligible.

15.8 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next private/extra duty assignment which the employee can accept within the two (2) weeks from the date the employee was passed over. This paragraph will not effect the hiring of private/extra duty employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

15.9 When the City calls an employee for overtime, extra duty or private duty and for off duty employees reaches an answering machine or voice mail, the City shall leave a message and the call shall be considered no contact. The City shall not be responsible for overtime, extra duty or private duty missed

because officers have chosen to use answering machines on their residence phones or cell phones when off-duty.

**ARTICLE XVI**  
**EXTRA DUTY**

16.1 Extra duty for the purpose of this article shall mean police assignments for the Ocean Beach Park and the Board of Education.

16.2 The Chief of Police or his/her designated representative shall make all extra duty assignments. Commencing with the signing of this agreement, all employees' names shall be included on the private/extra duty roster by order of seniority. At the beginning of each twenty-eight (28) day work period, the roster shall be reordered by seniority. An employee who desires not to be included on the private/extra duty roster shall notify the Chief in writing to have his/her name removed from the roster. Employees who desire to have his/her name added back to the roster shall notify the Chief in writing at least seven (7) day prior to the next work cycle. Placement of the employee returning to the roster shall be according to seniority.

Assignments to extra duty jobs shall be made from the private/extra duty assignment roster. Assignments will be offered to the employee at the top of the list who will be off-duty during the hours of the offered assignment. If that employee accepts, works or refuses the assignment, his/her name will be moved to the bottom of the list and the next employee will be contacted. If the employee cannot be contacted, the next employee will be called, but the first employee will not lose his/her place in the rotation. In the event the private/extra duty assignment roster is exhausted, the Chief of Police, or his/her designee may allow employees not on the list to accept the assignment.

If the employee cancels, private/extra duty assignment, he/she cannot work any extra, private, or overtime assignments in the twenty-four (24) hour period commencing at 12:01 a.m. the day of the assignment to 12:01 a.m. the following day. An employee may not cancel a private/duty extra duty assignment to become eligible for any other assignment. Once assignments have been made, no "bumping" shall be allowed. An employee assigned to a private/extra job shall not "trade" or "exchange" the job to any other person, but must notify the Chief or his/her designee of inability to fill the assignment so that a reassignment may be made. Job assignments shall be cut off on Thursday at 1530 hrs. If Friday is a legal Holiday, than the closing time for assignments shall be Wednesday at 1530 hrs. This will not affect any last minute call for the work made by contractors. The Chief or his/her designee may hire assignments at any time prior to the job. The Chief or his/her designee may re-assign employees assigned to private/extra duty assignments to regular duty or other private/extra duty assignments for the operational needs of the Department.

16.3 The rate of pay for extra duty assignments shall be the employee's regular rate of pay. Extra duty hours worked in excess of forty actual hours worked shall be paid at time and one half the regular rate.

16.4 An employee injured on an extra duty assignment shall receive injury coverage in the same manner as provided for if injured on regular duty for the City.

16.5 Any employee who fails to report for duty on an extra duty assignment shall forfeit fourteen (14) days of private/extra duty assignments.

16.6 No employee shall be charged with sick leave for absence on account of sickness from extra duty assignments.

16.7 Any employee who reports "off duty sick" from an extra duty assignment shall be "off duty" until he/she calls in or reports back to his/her next scheduled tour of duty. No assignments will be scheduled during this period.

16.8 In the event of an error in the calling procedure, and an eligible employee is passed over, the eligible employee shall be offered the next private/extra duty assignment which the employee can accept within the two (2) weeks from the date the employee was passed over. This paragraph will not effect the hiring of private/extra duty employees who have already been hired. The two (2) week time limitation will not apply if the employee is on sick leave, injury leave, or vacation leave and thereby unavailable to work. The two (2) week period will begin when the employee returns from such leave.

## ARTICLE XVII HOLIDAYS

17.1 An employee will be credited with twelve (12) holidays at the beginning of a fiscal year. This total shall be adjusted to reflect anticipated retirement or a similar cause for separation from the department. The holidays are:

New Year's Day	Martin Luther King Day
Juneteenth	Presidents' Day
Good Friday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Eve	Christmas Day

17.2 Credited holiday time may be used only upon request to and approval of the shift commander of the squad to which the employee is assigned, provided that:

- a. In the case of supervisors there is one (1) squad sergeant or squad lieutenant on duty.
- b. That no more than eight (8) non-supervisory personnel assigned to that squad are off duty.
- c. No more than eight (8) total personnel per shift may be scheduled off, on vacation, on holiday, or in training, excluding firearms and C.O.R.E. retraining, on any given day.

17.3 Personnel not assigned to squads may use credited holiday time only upon request to and approval of the division commander to which they are assigned. Such request shall not affect holiday requests by Personnel on uniformed Patrol assignments.

17.4 Not more than five (5) consecutive days' absence will be allowed at any one (1) interval for credited holiday time without the approval of the Chief or his/her designee. A compensatory day off in lieu of a holiday shall be granted to an employee who makes the first request for a particular day off in lieu of a holiday. Seniority shall not be a condition or a consideration in granting a day off in lieu of a

holiday. However, such request shall be submitted within the week preceding the shift change. Employees shall be granted holiday time during the four (4) week work period.

17.5 When a holiday is observed while an employee is absent on authorized sick leave, no charge against his/her accrued holiday time will be made for that day.

17.6 Employees working on an actual holiday, set forth in Section 17.1 above, not necessarily the one observed by the City, shall receive the rate of time and one-half for all hours worked on the actual holiday and in addition receive eight (8) hours compensatory time off holidays as specified in Section 17.4 of Article XVII.

17.7 Holidays shall not accrue for any employee in a "no-pay" status.

### ARTICLE XVIII VACATION

18.1 In each fiscal year an employee shall accumulate during and after his/her probationary period, vacation leave with pay according to the following schedule:

- a. after one (1) year of service, ten (10) days;
- b. after five (5) years of service, fifteen (15) days;
- c. one (1) additional day for each year of service after five (5) years, to a maximum of twenty five (25) days;
- d. employees shall have earned their vacation based upon their anniversary date of employment.

18.2 In no event shall any employee be entitled to compensation in lieu of vacation. Nor in any event shall an employee be allowed more than seven (7) weeks' vacation in any fiscal year regardless of accumulated time. For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave.

18.3 For the purpose of selecting vacation weeks during the next fiscal year, a vacation roster will be posted by each division on January 1st of each year. The patrol division shall have two such rosters. A roster for patrol officers and one for patrol supervisors. The vacation rosters must be signed by all eligible employees by April 30th of that year. Choice of date by employees shall be granted, but operating requirements of the police department shall prevail in emergency situations.

18.4 Vacations shall commence with the first week of the fiscal year and continue throughout the fiscal year. In computing vacation time, holidays are not to be considered as part of vacation leave. Vacation weeks shall be selected on a seniority basis. No employee regardless of rank or seniority shall have more than one (1) choice as herein provided. Credited vacation may be used only upon request to, and approval of, the Division Commander or his/her designee to which the officer is assigned, provided:

- a. The number of patrol supervisors allowed to be on a vacation week at one time shall not exceed two (2) on each squad.

- b. The number of patrol officers allowed to be on a vacation week shall not exceed three (3) on each squad.
- c. Additional employees may be granted a vacation week only with approval of the Chief.
- d. No more than eight (8) total personnel per shift may be scheduled off, on vacation, holiday or in training, excluding firearm and C.O.R.E. retraining, on any given day.

18.5 Employees shall be granted the use of single vacation days during the fiscal year provided:

- a. That no more than nine (9) total personnel per shift are "scheduled" off, including personnel on vacation, holiday, or in training, excluding firearms training and C.O.R.E. training, on any given day.
- b. That not more than three (3) consecutive days absence will be allowed at any one (1) interval for credited single day vacation time without the approval of the Chief or his designee.
- c. A single vacation day shall be granted to an employee who makes the first request for a particular day off. Seniority shall not be a condition for granting a day off.
- d. Requests shall be submitted to the Division Commander or his designee within the week preceding shift change or during that next four (4) week work period. Employees shall be granted single vacation days during the four (4) week work period.
- e. A Bargaining Unit member shall not be able to cancel a split vacation day after being properly ordered in.

18.6 Employees shall be granted the use four (4) hour blocks of vacation time during the fiscal year provided:

- a. Such time is the first four hours or the last four hours of an employee's shift.
- b. Vacation requests and permanence shall conform with the applicable sections of this Article;
- c. The filling of such 4-hour vacancies shall be consistent with Section 14.3 of this contract; and
- d. This 4-hour vacation block provision is effective only throughout the duration of this contract and will thereafter become void unless agreed to by the parties in subsequent negotiations.

18.7 No refund of vacation time shall be allowed due to illness incurred while on vacation leave. However, in case an employee has exhausted his/her sick leave, he/she may apply vacation time due him/her as a credit toward sick leave.

18.8 An employee who is retired from the police department shall be granted the sum total of his/her vacation leave prior to the date of his/her retirement as specified in Section 49.2 of Article XLIX. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's designated beneficiary.



18.9 *For those employees hired prior to July 1, 2017:*

Employees may carry forward no more than fifty (50) days of unused vacation leave, plus vacation leave earned in the prior anniversary year, into the ensuing anniversary year. It shall be incumbent upon the employee to request vacation leave in such a manner that all days in excess of fifty (50) will be used prior to the end of each anniversary year. This above requirement may be waived if, as a result of an extended illness or injury, the employee is unable to take his/her vacation during that period.

*For those employees hired on or after July 1, 2017:*

Employees may carry forward no more than twenty (20) days of unused vacation leave, plus vacation leave earned in the prior anniversary year, into the ensuing anniversary year. It shall be incumbent upon the employee to request vacation leave in such a manner that all days in excess of twenty (20) will be used prior to the end of each anniversary year. This above requirement may be waived if, as a result of an extended illness or injury, the employee is unable to take his/her vacation during that period.

18.10 Personnel not assigned to the three primary squads may use credited vacation time only upon request to and approval of the Division Commander to which they are assigned. Such requests shall not affect vacation leave requests by personnel on uniformed patrol assigned to the three primary squads.

18.11 Leave requests that create two supervisor vacancies, yet conform with the numeric thresholds for such requests as outlined in sections 18.4 and 18.5 above, will be handled as follows:

- a. When a Sergeant or Lieutenant requests a single vacation day (aka "Split Vacation Day") and such a request, if approved, would create a situation where by no supervisors would be scheduled to work that particular shift, the following procedure will be utilized:
  1. Such requests shall be forwarded to the Division Commander, and
  2. The request shall contain the name of a supervisor who is willing to work the vacant shift in an overtime capacity, and
  3. If it is determined by the Chief or his designee that the shift is to be filled, then the vacant shift shall be hired in accordance with standard overtime hiring procedures.
- b. The supervisor who agrees to work does not have an exclusive right to the overtime vacancy, however,
  1. The designated supervisor must hold the time available and is obligated to work if no other supervisor accepts the assignment, and
  2. It is understood that if the fill-in supervisor is ill within twenty-four hours prior to the requested S/V shift then the leave time shall be cancelled.
- c. The numeric thresholds for officers on authorized leave for a specific shift, as outlined in sections 18.4 and 18.5 of this collective bargaining agreement, are still in full affect and are not modified or eliminated.

**ARTICLE XIX**  
**SICK LEAVE**

19.1 Each employee and probationary employee up but excluding the rank of Captain shall earn sick leave with pay at the rate of eight (8) hours of sick leave for each month of service. Captains shall earn sick leave with pay at the rate of ten (10) hours of sick leave for each month of service.

No sick leave shall accrue during periods of leave of absence without pay.

19.2 Sick leave shall be considered to be absence from duty with pay for the following reasons:

- a. Illness or injury, except where directly traceable to employment by an employer other than the City of New London;
- b. When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours;
- c. When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by a medical certificate, such certificate to be submitted within ten (10) days of the time of the incident.

Nothing herein shall preclude the Chief or his/her designee from investigating an employee when there is likelihood that sick leave is being abused.

19.3 An employee may use more than one hundred twenty (120) days of accrued sick leave in a single fiscal year only upon the recommendation of the Chief and the approval of the CEO.

19.4 An employee shall be entitled to one (1) compensatory day off at the end of any four (4) consecutive month period of perfect attendance without use of sick leave. A new period for determining entitlement begins with the day that follows the final fourth month of the prior determination period. An employee who, by absence because of sick leave, breaks a determination period shall have a new four (4) month period for determining entitlement start on the day he/she returns to his/her regularly assigned duties after such absence. The compensatory day must be used within the succeeding twelve (12) month period.

**ARTICLE XX**  
**ADDITIONAL LEAVE**

20.1 Funeral Leave: Special leave of four (4) days without loss of pay shall be granted to an employee in the event of a death in his/her immediate family. "Immediate family" is defined as spouse, parent, child, sibling, grandparent or grandchild, mother-in-law' father-in-law, son-in-law or daughter- in-law.

- a. Special leave of one (1) day without loss of pay shall be granted to an employee on the day of the funeral in the event of the death of a relative not considered to be a member of the immediate family, namely, uncle or aunt, brother-in-law, sister-in-law, niece, nephew or first cousins

- b. Additional funeral leave to that allowed in Sections 1 or 2, or funeral leave for a reason specified in Sections 1 or 2, may be granted by the Chief or Deputy Chief if such a leave is reasonable and will not hinder the operation of the department.
- c. Within two (2) weeks following return from the leave, the employee shall forward a letter to the office of the Chief specifying the name and relationship of the deceased.

20.2 Jury Duty: Department members shall notify their Division Commander within five (5) days of receiving notice for Jury Duty and provide a copy of the notice and of any changes thereafter.

- a. Those personnel summoned to jury duty shall complete the appropriate leave request form and submit the form to the Division Commander.
- b. Division Commanders shall ensure the Jury Duty is noted on the monthly roster five (5) days prior to the service date.
- c. Department members scheduled to work a regularly scheduled shift on the day of Jury Duty will be allowed to attend in lieu of their regularly scheduled shift. Members scheduled to work the 2300 hrs shift the day of the Jury Duty may elect to take the previous 2300hrs shift in lieu of shift for attending Jury duty. In addition, personnel selected for Jury duty who are scheduled to work the 2300 hrs shift and whose Jury Duty date falls on the first day of their two RDO's may take the preceding 2300 hrs shift off and the schedule shall reflect "IN-LIEU JURY" for that shift.
  - 1. At no time shall department personnel be paid for Jury Duty on their RDO's except as provided herein.
- d. Members may not switch or move days off (not otherwise associated with a monthly squad swap) if the change would place them on duty, when they would be normally off duty.
- e. In the event Jury Duty is cancelled when the member calls the court the night before the service, the officer shall immediately notify the Shift Commander and will be responsible for working his/her regularly scheduled shift. The Shift Commander will notify the members Division Commander.

## ARTICLE XXI UNION BUSINESS LEAVES

21.1 Not more than two (2) members of the Union shall be granted Union Business leave from duty with pay for the purposes of negotiating the terms of contracts or processing grievances. Union Business Leave shall be granted in lieu of the member[s]'s regularly scheduled shift.

In order to properly document leave taken under this section, the Union president or his/her designee shall on each occasion notify the Chief of Police or Deputy Chief in writing at least twenty-four (24) hours in advance of such meeting, if possible, indicating the names of the officer/union members and the purpose of the meeting.

21.2 Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational

conferences, provided that the total leave for the purpose set forth in this section shall not exceed fifteen (15) days in any fiscal year, and provided that at least two (2) weeks' notice in writing to the Chief or his/her designee is given when employees expect to attend educational conferences or labor conventions.

21.3 The President of the Union or his designee shall be granted one day per month in lieu of shift for the purpose of union business. Notification of the taking of such leave shall be provided within five business days prior to the leave.

## ARTICLE XXII SURVIVOR'S BENEFITS

22.1 The Policemen and Firemen Survivor's Benefit Fund, which is currently in effect under an agreement between the City of New London and its Police and Fire unions shall be continued for eligible employees during the term of this Agreement in accordance with the plan's provisions as described by the Connecticut General Statutes.

## ARTICLE XXIII INSURANCE

23.1 The City shall provide at its expense except for the co-pay provisions appearing in subsections below, for all employees in the bargaining unit and their enrolled dependents the following medical and surgical insurance.

The health insurance provisions as provided (currently CT State Partnership Health Benefit Plan, Appendix C), with the following changes:

- a. Additional vision coverage for prescriptions glasses, contact lenses, etc. benefit of \$100 per contract year, accruing during the life of the contract. An employee may use the entire contractual amount at any time during the term of the agreement. Employees shall be reimbursed for expenses submitted with receipts within six (6) months of purchase.
- b. Notwithstanding the foregoing, the City has the right to change insurance carrier providing that the new policy of insurance coverage is substantially equivalent to the current insurance coverage.
  - Commencing upon ratification of this agreement, all employees covered by this agreement shall contribute twenty one percent (21%) of the total premium for medical insurance coverage by deduction from their pay.
  - Commencing July 1, 2022, all employees covered by this agreement shall contribute twenty two percent (22%) of the total premium for medical insurance by deduction from their pay.
  - Commencing July 1, 2023, all employees covered by this agreement shall contribute twenty three percent (23%) of the total premium for medical insurance by deduction from their pay.

23.2 Change of Carrier: The City shall continue to make available substantially equivalent group health and hospitalization coverage. The City, however, reserves the right to change insurance carriers, and contractual arrangements have benefits administered by a third-party administrator (TPA) or health maintenance organization (HMO), which may alter the current preferred provider network of hospitals and physicians.

23.3 The City shall provide at its expense a group life insurance of \$50,000 for employees only, effective as soon as administratively possible upon the implementation of this Agreement.

23.4 To “opt out” from medical, surgical and dental coverage, an employee would be able to receive the following based on their familial status:

Employee Only \$1,000.00  
Employee + One Dependent \$2,000.00  
Employee + Two or More Dependents \$3,000.00

In order to “opt out” an employee must provide proof of insurance. The opportunity to “opt out” will be given once per year and will be paid once per year.

Employee may once a year, during open season, select to opt out or be enrolled in the City of New London Medical/Dental Insurance plan. The only other time an employee may change is due to a life-changing event as defined by our health insurance carrier. Employee forfeits opt out cash benefit if insurance option is taken during any portion of the fiscal year prior to returning to the medical/dental insurance coverage.

#### ARTICLE XXIV UNIFORM ALLOWANCE

24.1 The City shall pay by separate check annually on the second pay period in July to each bargaining unit member a uniform allowance as follows:

- a. Uniform Allowance- \$900.00
- b. Cleaning Allowance- \$150.00
- c. One-time COVID stipend in ARPA year one disbursement for uniform replacement- \$1,300.00

24.2 The uniform allowance is provided to each bargaining unit member for the purchase of the following police items: shirts, trousers, hats, winter coat, light jacket, rain gear, shoes, boots, batons, flashlights, sweaters, coveralls, pepper spray, handcuffs, and other police related equipment as approved by the Chief of Police. The City shall furnish weapons, holster, handcuff case, magazine holder, gun belt, and ballistic vests as needed.

24.3 All uniform items and equipment outlined in Section 2 of this article shall conform to requirements and specifications established by the City. The City agrees that it shall not make a change or revision in the current requirements and specifications during the period of this Agreement without the consent of the Union.

24.4 The City shall reimburse an employee for the destruction of or damage to clothing and/or personal property suffered in the performance of duty or loss of personal property as a direct result of performance of duty, provided same is not the result of his/her own negligence. Such claim for loss must be reported promptly and must be supported with reasonable proof of loss and of the value of the clothing and/or personal property, and shall be subject to procedures established by the City pertaining to the processing of such claims. It is understood that a one hundred dollar (\$100.00) cap is set for all items of reimbursable personal property, including, among other things, watches, wedding rings and eyeglasses. The wearing of jewelry, except watches and wedding rings, while on duty is discouraged and no reimbursement shall be made for jewelry items.

24.5 The City shall consider whenever possible such additional equipment that will promote the safety and welfare of employees or aid in the efficient performance of their duties.

24.6 The City reserves the right to approve and authorize requests for reimbursement or purchase orders as outlined above.

#### **ARTICLE XXV** **BULLETIN BOARD**

25.1 The City agrees to furnish the Union a suitable bulletin board, no larger than four feet by six feet (4' by 6'), to be located in the lunchroom. Use of the bulletin board will be limited to businesslike, non-accusatory Union publications and will be kept current.

25.2 Copies of administrative directives affecting the working conditions of the employees shall be posted on the City bulletin board. A copy will be furnished to the Union.

#### **ARTICLE XXVI** **RESIDENCE REQUIREMENTS**

26.1 The provisions of the City Charter concerning residency requirements, adopted by referendum on November 5, 1985, are herein incorporated.

#### **ARTICLE XXVII** **EXISTING BENEFITS**

27.1 All written employee benefits which are not specifically provided for or abridged in this contract are hereby protected in this contract.

#### **ARTICLE XXVIII** **SAVINGS CLAUSE**

28.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or

provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

## ARTICLE XXIX PROMOTIONS

29.1 Whenever any promotional vacancy is filled within the bargaining unit, such vacancy shall be filled in accordance with the procedures established by the City of New London Personnel Board.

29.2 The probationary period for such promotion shall not exceed ninety (90) days.

a. Probationary appointments to promoted civil service ranks of Detective and above within the bargaining unit shall be paid at the promoted rank Step 1 of the Wage Schedule until the conclusion of probation period at which time the employee shall be elevated to Step 2. After 12 months at Step 2 and provided there is a Step 3 in the applicable Wage Schedule the employee shall be elevated to Step 3.

b. In the event the promotion wage is less than the newly promoted employee's prior wage the probationary employee shall begin the promotion at the next highest step of the posted Wage Schedule.

29.3 Promotional vacancies filled under this article shall be posted in the department within a reasonable time when the vacancy occurs. The posting will consist of: (1) notice of vacancy; (2) the examination procedure; and (3) the planned sequence of the administrative procedure and the tentative date the appointment will be announced.

## ARTICLE XXX WORKING RULES

30.1 This contract constitutes the agreement between the City of New London and the Union and shall not be altered or amended except by mutual agreement reduced to writing.

30.2

a. All members of the bargaining unit may be able to pass the Cooper Standard for Post Certification.

b. Continued failure to comply with the requirements shall result in suspension from duty without pay until such time as compliance is achieved.

30.3 Video Monitoring. The City and the Union agree to continue to adhere to the provisions of Connecticut General Statutes, sections 31-48b and 31-48d, regarding video monitoring. The City agrees to the following protocol regarding the use of Video Monitoring in its police facilities:

a. Each location where video monitoring occurs shall be posted giving notice of the camera locations.

b. The Union shall be notified of the locations of video monitoring and be allowed to inspect the camera views.

c. When discipline is pending from the use of video monitoring in a police facility, the employee and union representative, if requested, shall have the opportunity to view and where feasible have a copy of the video recording prior to providing an explanation in writing or orally. This opportunity shall be afforded before any discipline is taken.

The above does not apply to criminal investigations C.G.S., sec. 31-48d(d); covert investigations as authorized in C.G.S., sec. 31,48d(b)(2); and for security purposes in common areas which are held out for use by the public or which is prohibited by state or federal law as specified in C.G.S., sec. 31-48d(a)(3). This also does not apply electronic monitoring in public areas.

### ARTICLE XXXI LEAVES OF ABSENCE

31.1 Leave of absence without pay: upon written request of an employee directed to the CEO, the CEO may grant the employee a personal leave of absence with the approved seniority and without pay, up to one (1) year, but not for the purpose of accepting other employment.

### ARTICLE XXXII INJURY LEAVE

32.1 The City shall not withhold federal taxes against that portion of the weekly payment made to an employee under the provisions hereof that represents said worker's compensation payments.

32.2 In the event that an employee is absent due to injury or illness suffered in the line of duty or arising out of and in the course of his/her employment, including his/her departure from his/her duty, he/she shall receive the same weekly compensation being paid during the period of his/her absence to members of the department in the same position or rank occupied by the injured employee at the time of his/her injury, less worker's compensation payments, until such time as he/she is able to return to duty, or reaches maximum recovery, whichever occurs first.

32.3 A return to work program and preferred providers network will be instituted during the life of the agreement. The City and the Union agree to negotiate the establishment and implementation of this program.

32.4 Personnel who are injured in the line of duty and who return to work in a Light, Limited or Full Duty capacity shall be compensated for subsequent physician visits as follows:

a. Personnel who must attend doctor visits or receive treatment as a result of the aforementioned injury shall be paid a minimum of two (2) hours of straight pay at the employee's rate of pay.

b. Any time over the two (2) hour minimum spent in process of travel or treatment shall be paid on an "actual time basis" (i.e., if 2-1/2 hours were spent traveling and receiving treatment, the employee shall be paid 2.5 hours at the employee's straight time hourly rate of pay).



c. All personnel shall endeavor to schedule work-related doctor visits during their on-duty hours.

d. All personnel shall "book on" with Shift Commander when leaving their residence prior to an off-duty doctor visit and shall "book off" duty with the Shift Commander once the employee has returned home following treatment. Booking on and off duty can be done via telephone. In the event that the Shift commander cannot be reached, a message may be left on the Shift Commander's phone or with the Dispatcher in the Communication Center.

32.5 Transitional/ Modified Duty- A light duty position for off duty injury / impairment shall be created by the Chief of Police under the following conditions for an employee whose physical condition prevents him or her from performing his or her normal duties and has formally requested reasonable accommodations from the Administration:

a. The employee's physician has indicated that the employee is capable of performing light duty and the employer can make reasonable employee accommodations to allow the employee a light duty position.

b. The employee's physician has indicated that the employee will eventually recover sufficiently enough to return to his or her normal duties.

32.6 Transitional/ Modified Duty- Such light duty positions may be in any of the department's divisions that employ sworn police officers; but the positions shall be administrative or supportive in nature and shall not tend to aggravate the employee's illness or injury, or retard the employee's recovery.

a. The city shall limit the number of off duty injured / impaired personnel on light duty status to a maximum of three (3) sworn personnel at any given time. Any number exceeding that amount will utilize accrued time or no pay status if such accrued time is exhausted. If a vacant light duty slot becomes available, the employee in numerical order of precedence based on when the light duty request was made would become eligible for light duty status.

b. Both parties agree the maximum amount of paid time to any person assigned to light duty due to an off-duty injury / impaired condition shall not exceed eight (8) consecutive months. The city has the right to request periodic medical updates on employee improvement and reserves the right to send the employee to an independent medical doctor chosen by the City for a second opinion on medical condition, measurable improvement, and prognosis the employee will have the ability to return to full duty. City shall cover any / all costs associated with such medical examination and employee will be paid full wages for travel time from home / work to doctor and back plus time spent at the medical facility and with the medical practitioner.

32.7 A vacation request submitted by an employee on light duty shall be considered independently from those submitted by officers on full duty and shall not affect squad count.

32.8 An employee on light duty may only bid for shifts if he or she were expected to return to full duty within sixty (60) days of the next bid cycle beginning. Otherwise said employee is not eligible to bid until he or she returns to full duty.

32.9 All employees assigned to light duty for off duty injury / impairment status shall work a strict 5-2, Monday through Friday schedule with no eligibility to earn, accrue or use an HA day benefit as described in other work schedules provisions of the CBA. In any case, the Chief and the Union shall agree to the work hours and shift assignment of any employee using this particular light duty provision.

32.10 An employee on light duty shall wear business casual civilian clothing. An employee on light duty shall not drive a marked police cruiser.

32.11 An employee assigned to light duty for an off duty injury/illness shall be excused from duty to keep medical or therapeutic appointments that relate to the condition that caused the employee's light duty status, but must utilize their accrued leave time for all time outside of agency during said appointments. If the employee's leave balance is empty it would be on a no pay status time.

32.12 An employee on light duty shall not be allowed to work any extra duty or private duty assignments.

32.13 An employee on light duty shall not work overtime when the position is consistent with his or her light duty status, or be eligible for overtime.

32.14 In accordance with Rule 9, Section 6 of the Personnel Rules, the Chief of Police or his/her designee, for any good reason, may direct an employee to be examined by a physician employed by the City if a disability or illness of any kind is discovered which impairs the effectiveness of an employee or would make his/her return to duty a danger to him/her or others. Such examination will be conducted within a reasonable amount of time.

### **ARTICLE XXXIII** **TASK FORCE POSITIONS**

33.1 The City annually agrees to post a request for volunteers assigned to the Task Force positions by July 1, of each year. Task Force assignments under this article may include but are not limited to state and federal task forces.

33.2 The City agrees to select a new officer for assignment to the Task Force positions (assuming volunteers are available) by September 1 of each year.

33.3 The Union recognizes the right of the City to specify the number and types of personnel to be assigned to the Task Force positions.

33.4 The Union agrees that officers assigned to the Task Force positions may have indefinite assignments provided that the City continues to comply with Sections 1 and 2 above.

### **ARTICLE XXXIV** **VICE & INTELLIGENCE SECTION**

34.1 The City agrees to annually post a request for volunteers for assignment to this unit by March 31 of each year.

34.2 The City agrees to select a new officer for assignment to this unit (assuming volunteers are available) by September 1 of each year.

34.3 The Union recognizes the right of the City to specify the number and types of personnel to be assigned to the unit.

34.4 The Union agrees that an officer's assignment to the unit may have indefinite assignments provided that the City continues to comply with Sections 1 and 2 above.

34.5 Investigator

There shall be an "Investigator" position created within the Investigative Services Division (ISD) for any employee temporarily assigned to the Detective Bureau (DB), Vice and Intelligence Section (VIS) or Task Force Officers (TFO).

a. Employees selected from a volunteer list for VIS or TFO assignment to any Local, State or Federal Task Force shall be:

1. Considered VIS Investigators for the duration of assignment.
2. Receive an Investigator shield and ID.
3. After initial ninety (90) days in assignment, Investigator shall earn Detective Grade Step 1 for the duration of the assignment.
4. Upon completion of VIS/TFO assignment, employee required to return to Patrol status shall surrender Investigator shield, revert back to patrol badge and applicable Police Officer wage scale in the CBA.
5. VIS/TFO Investigators be detailed on the ISD boards and follow current practices of divisional overtime hiring procedures.
6. Duties of the VIS Investigator shall be assigned by the ISD Commander or designee.
7. TFO duties shall be assigned by the ISD Commander/designee or Task Force Agency Supervisor pursuant to any inter agency Memorandum of Understanding (MOU) with the host agency.

b. Employees selected from a separate volunteer list for DB assignment shall be:

1. A 180-day calendar assignment.
2. Can be renewable for an additional 180-day calendar assignment.
3. Receive an Investigator shield and ID.

4. After initial ninety (90) days in assignment, Investigator shall earn Detective Grade Step 1 for the remaining duration of assignment.
5. Required to return to Patrol status upon completion of 180-day assignment (and renewal if applicable) shall surrender Investigator shield, revert back to patrol badge and revert back to applicable Police Officer wage scale in the CBA.
6. Investigators be detailed on the ISD boards and follow current practices of divisional overtime hiring procedures.
7. DB Investigators shall not be implemented or maintained except during the time when the City employs a minimum of six (6) Detectives.
8. DB Investigator assignment shall be limited to two (2) members at any one time.

**ARTICLE XXXV**  
**SUPPORT SERVICES**

35.1 Personnel assigned to any Youth Services Bureau, Police Community Relations Center, Community Relations Patrol position, Crime Prevention Patrol position, Training Officer Patrol position, or Statistical Officer Patrol position, which exists at any time during the term of this Agreement, shall be volunteers for such assignments. Replacement assignments as needed to cover periods of vacation, sick time or injury, shall be made from the list of volunteers. If there are no volunteers, outside applicants for these positions may be taken and acted upon.

35.2 Personnel assigned to such positions shall be from the volunteer list. Assignment from the list will be made to the volunteer who best fits the needs of the particular assignment. Seniority, among other factors, shall be considered by the Chief. A copy of the volunteer list will be furnished to the Union.

35.3 The hours of work shall be between 7:30 a.m. and 3:30 p.m., Monday through Friday, with Saturday and Sunday off. The hours of work and days off may be rescheduled to meet and satisfy program requirements, special situations, and direct attendance at regularly called meetings where police representation is required. Any employee whose hours are rescheduled in a week may adjust his/her hours on Monday through Thursday of the following week. Employees may not accumulate hours to take compensatory days off.

35.4 DARE Officer duties will be expanded to include Youth Officer duties and this shall continue as long as the City continues to operate the DARE program.

- a. The Youth Officer and DARE Officer, along with the vice and intelligence section, assists the investigation division as part of their regularly assigned duties.
- b. In the event that the City does not continue the DARE program, a second Youth Officer position will be posted.
- c. This section only applies as long as the city maintains a Youth Services Bureau.
- d. No differential payments are associated with this issue.

35.5 In order to encourage officers to participate as Field Training Officers (FTO) and to provide for compensation for additional duties and responsibilities, the following shall apply:

- a. In accordance with Section 12.4, FTO's shall receive pay at a Sergeant's rate for periods while assigned as a FTO supervising probationary officers.
- b. Selection and training of the FTO's shall be in accordance with Article XXXIX.
- c. The Chief of Police or his/her designee shall maintain all rights of assignment, to include frequency of assignment or utilization of FTO's presently certified by POST.
- d. FTO's, while being paid at a Sergeant's rate of pay, do not have authority or responsibility of general supervision of police personnel, other than the probationary officer currently assigned to them.
- e. The FTO's, including supervisors performing FTO duties, shall be allowed to wear clothing generally suited for plain-clothes police work, as authorized by the Chief of Police.
- f. Supervisors working in a FTO capacity shall receive no additional compensation.

35.6 Officers assigned to the School Resource Officer Program (SRO) will come under the supervision and direction of the Patrol Division Commander.

- a. Selection, assignment and working conditions of SRO's shall be in accordance with the above-listed provisions for Support Services. School Resource Officers hours of work shall be 0730-1530 daily with Saturday and Sunday as their regular days off.
- b. The city will continue to hire police personnel for Extra Duty Assignments at the schools as pursuant to normal staffing as in the past for such events. This will not prevent SRO's from being present at an event. However, such SRO's shall not be used in lieu of or to replace hired officers. Such SRO's may work these Extra Duty Assignments provided they are hired in accordance with the Extra Duty hiring and assignment process in Article XVI.
- c. During the school calendar year SRO's shall not be required to take leave time (i.e. holiday(s), vacation day(s)), unless the SRO requests same. When schools are closed for a one-day holiday, teacher meetings or snow days, or during periods of school vacation; School Resource Officer(s) will be reassigned to Patrol Duty on the 0700 tour with Saturday/Sunday as regular days off.
- d. Prior to the start of each school year, SRO's shall be notified and given five (5) business days' notice of their assignment. Prior to the start of summer recess, the School Resource Officers shall be notified and given five (5) business days' notice that s/he will be returning to his/her original squad and normal scheduled regular days off. A copy of these notifications will be furnished to the Union in a timely manner.
- e. These provisions shall remain in effect unless the City decides not to use a SRO.

**ARTICLE XXXVI**  
**POLICE BOAT SQUAD**

36.1 In the event the agency acquires a Marine Patrol Unit or joins a regional marine patrol unit, the City and Union shall bargain the impact as to hours of work and duties. Assignments may be made by volunteers in accordance with assigned hours.

36.2 Assignment will be made by the Chief or his designee to meet program needs. Assignments shall be scheduled for no more than eight (8) hours.

36.3 In the event the agency partners with area public safety organizations in a regional patrol boat program, the city and union will bargain the hours of work, selection of qualified personnel and deployment of personnel on the regional patrol boat.

36.4

a. Volunteers, in order to be qualified to operate the police boat, must have Connecticut Safe Boating Certificate as issued by the Connecticut Department of Environmental Protection and completion of any other boating training as determined by the Chief. Training, if required after an individual is qualified, will be at the City's expense pursuant to the training provisions of the agreement.

If however, a scuba dive is called for as part of the operation of the boat there shall be at least two (2) qualified divers participating in any such operation.

36.5 Employees whose names appear on the list of qualified volunteers must reaffirm their desire to remain on the list by annually notifying the Chief of Police of this desire prior to April 1. New volunteers may have their names added to the list any time by submitting a request to the Chief of Police with proof of Connecticut Safe Boating Certificate as issued by the Connecticut Department of Environmental Protection and completion of any other boating training as determined by the Chief.

36.6 In the event the City enters into an interlocal agreement for the establishment of a Regional Police Boat, employees will be assigned as needed from the list of qualified volunteers at the discretion of the Chief of Police or his/her designee.

**ARTICLE XXXVII**  
**K-9 UNIT**

37.1 Three (3) officers may be accepted as volunteers for a K-9 unit.

a. The department shall furnish and maintain ownership of all dogs used in this program, unless an officer has a dog which he/she wishes to donate to the K-9 program.

b. At such time as a dog may be retired from service, it shall be given at no cost to the handler.

c. All training shall be provided at department expense, in accordance with Article XXXIX of this agreement.

37.2 Officers assigned to the K-9 unit shall work his/her own squad or shift. Hours of work may be modified to meet and satisfy program requirements and special situations at the discretion of the Uniformed Services Commander.

37.3 Officers assigned a police canine will be given one half hour compensatory time for each regular day off or each day worked without the canine, for care, grooming and feeding of his/her canine when the canine is in the officer's custody and care. Officers will be granted one half hour during the regular tour of duty, for care and grooming of his/her K-9. Compensatory time must be used within the fiscal year of which it was accrued.

37.4 No other member of the bargaining unit shall, except in emergencies, be required to ride in the police car with the police canine for any reason.

### **ARTICLE XXXVIII** **MOTORCYCLE UNIT**

38.1 As many as two (2) officers per squad may be accepted as volunteers for motorcycle assignment and each member shall work his own squad or shift. Assignments may be rescheduled for special events through the Chief or his/her designee.

38.2 Officers assigned to motorcycle duties shall be required to have a Connecticut motorcycle license and any motorcycle training as determined by the Chief.

### **ARTICLE XXXIX** **SCHOOL AND TRAINING PROGRAM**

39.1 The following sections shall govern in the case of assignment of personnel to any and all schools, lectures, seminars and training sessions, except college and the residential P.O.S.T. Academy.

#### 39.2 SELECTION AND ASSIGNMENT

- a. The Chief or his/her designee shall determine which assignments are to be offered under the terms of this Article.
- b. The Chief or his/her designee shall post, in the squad room of police headquarters, an announcement of assignments to be offered.
- c. The announcement shall contain a closing date after which no member may make application to attend.
- d. Members wishing to attend such assignments, which are offered under the terms of this article, shall make written application to the Chief or his/her designee prior to the closing date contained in the announcement.

e. Members who submit written application to the Chief or his/her designee to attend such assignments under the terms of this article are obligated to attend same if they are selected by the Chief or his/her designee.

f. After the closing date for application to the assignments has been passed, the Chief or his/her designee shall compile a list of all applicants, with a copy to be given to the Union.

g. The Chief or his/her designee shall select those members who are to attend the school or assignments from the list, but in no instance shall a member attend the same course(s) or assignment until all members who have signed the list have had an opportunity to attend.

h. Nothing in this article shall prevent or exclude the Chief or his/her designee from assigning members to schools, lectures, seminars and in-service training sessions during their regularly scheduled tour of duty, and such members shall be governed by the provisions of the existing contract between the City and the Union. The Chief or his/her designee may assign any employees to attend such functions at full pay when the particular offering is deemed by the Chief or his/her designee to be necessary for proper training of a particular officer or officers in cases where no written application has been filed. Such assignment shall be in lieu of a regularly scheduled tour, in which case the employee's work schedule shall be adjusted to provide eight (8) hours of training and work.

i. Nothing in this Agreement shall prevent or preclude members from voluntarily attending schools, lectures, seminars, etc., during their off-duty time at their own expense.

### 39.3 COMPENSATION

a. The City shall pay all registration or application fees under the terms of this article.

b. The City shall pay all other fees and costs unless otherwise specified or amended by this Article.

c. The City shall provide transportation to out-of-town locations assigned.

d. When the attendance at an assignment is held away from home, or when a member is required to take his/her meal away from home, said meals shall be paid for by the City for each day of attendance, unless such meals are included in the registration and application fees covering the assignment, to a maximum of:

Breakfast	-	\$ 6.00
Lunch	-	\$12.00
Dinner	-	\$18.00

upon the submission of supporting receipts.

### 39.4 Members attending assignments under this article shall be paid at a rate of pay on the following basis:

a. A member attending an assignment during his/her regularly scheduled tour of duty shall be paid:



1. For the actual number of hours, computed to the nearest quarter (1/4) hour. A training assignment between six (6) and eight (8) hours in length may be considered an eight (8) hour duty day. An employee will need approval from a Command Officer or the Shift Commander.
- b. A member attending an assignment on a day he/she is scheduled for a regular tour of duty but the assignment does not occur during the scheduled working hours shall be paid:
  1. For the actual number of hours, computed to the nearest quarter (1/4) hour, if the assignment is six (6) hours or less, he/she shall work his/her regularly scheduled tour of duty.

For any hours that an employee works in excess of eight (8) hours combining the school or assignment and his/her regularly scheduled tour of duty he/she shall be paid at the rate of time and one-half.
  2. For eight (8) hours if the time applying to the assignment is greater than six (6) hours and up to eight (8) hours, he/she shall not work his/her regularly scheduled tour of duty .
  3. For the actual number of hours, computed to the nearest quarter (1/4) hour, if the time applying to the assignment exceeds eight (8) hours, he/she shall not work his/her regularly scheduled tour of duty. All hours in excess of eight (8) hours shall be paid at the rate of time and one-half.
- c. A member attending an assignment on a regular day off or a vacation day shall be paid for the actual number of hours applying to the assignment. In the event this day off is a regularly scheduled vacation day, the employee shall be entitled to reschedule the vacation day regardless of the number of hours applying to the assignment.
- d. The time is computed beginning with the time of departure from police headquarters and ends at the time of return to police headquarters.

39.5 Medical Surveillance While Assigned to the Shooting Range. In an effort to support safe workplace practices, the City of New London will institute a medical surveillance program for all Police Officers assigned to the shooting range as part of its comprehensive measures to prevent lead-related disease. This medical surveillance program shall identify potentially “at risk” employees, and provide them with medical examinations, consultations, and follow-up blood sampling in accordance with the OSHA Lead Standard for General Industry 29 CFR 1910.1025.

The “Baseline Medical Evaluation” of each participating employee shall include all components listed in the documentation provided by the Lawrence & Memorial Hospital. Currently such medical evaluation includes a Comprehensive Health History, a Complete Physical Exam, a Pulmonary Function Test, Blood Lead Level/ZPP, Hemoglobin & Hematocrit, Blood Urea Nitrogen, Serum Creatinine, and Routine Microscopic Urinalysis. This medical evaluation and any follow-up periodic monitoring does not and shall not include any form of drug or alcohol testing.

39.6 Police Department POST Certified Instructors planning to train or perform teaching functions in their certified topic area outside the Department are required to advise the Chief of Police in writing prior to such scheduling for acknowledgment and notification.

- a. There shall be no self-scheduling outside the department without approval from the Chief of Police or designee.
- b. Police Department POST Certified Instructors who perform or assist with Department Training shall be those assigned and scheduled by Training Officer with approval of the Police Chief.
- c. There shall be no self-scheduling for teaching or training within the Department unless authorized and approved by the Training Office.
- d. All Department POST Certified Instructors are required to submit and maintain lesson plans of respective area of certification to the Training officer and ensure the materials are updated and reflect advances in each area of specialization.
- e. The Department Training Officer shall maintain updated files for each Department POST Certified Instructor.

## ARTICLE XL POLICE CAPTAINS

40.1 Police Captains. Police Captains shall continue to be afforded all rights, privileges, and benefits provided within this collective bargaining agreement, and Captains' wages shall be adjusted in accordance with contractual wage increases applicable to the entire bargaining unit.

40.2 In accordance with the June 5, 2005 Agreement, there shall be three (3) Police Captains, one assigned to each of the three department divisions, as determined by the Chief of Police. The duties and responsibilities of the Captain Division Commanders shall be in accordance with the revised job description. In the event that a Police Captain is absent, one of the other Captains shall be assigned to supervise the Division(s), as determined by the Chief of Police.

The job description for the position of Police Captain bears professional responsibilities that differ significantly from other position in the bargaining unit. Captains have interchangeable authority over Divisions as assigned by the Police Chief, supervise other divisions during periods of absence, and serve as role models for all subordinates within the Department.

40.3 Captains who perform duties and assume responsibilities generally assigned to the Deputy Chief of Police will not receive additional salary compensation for such tasks. However, upon negotiating the impact of the reduction of duties due to the reinstatement of the Deputy Chief's position, no reduction in base salary compensation for the Captains shall occur.

40.4 Captains shall work 0830 to 1630, Monday through Friday, with Saturday and Sunday off. Captains may flex their schedule, adjusting their regular hours to satisfy program requirements, special situations, personal needs, general assignments, and direct attendance as regularly scheduled meetings with the Chief's approval or his/her designee.

40.5 Call-in duties shall be paid at 3 hours per call in, at straight-time compensatory time up to an initial 96 hours of compensatory time, after which call-ins shall be paid at the time and one-half rate. Accumulated compensatory time must be used or forfeited by the end of each fiscal year.

40.6 Based upon the rank, responsibility, and accountability intrinsic to the Captain position, Captains shall be afforded the following professional considerations:

- a. Captains may dress in any appropriate attire, in accordance with their daily work activities;
- b. Captains maintain the ability to teach, facilitate and/or attend professional training sessions and training conferences consistent with current working conditions. This professional training and attendance at yearly conferences does not need to be posted as specified in Article XXX of this collective bargaining agreement.
- c. POST and Firearms Training shall be maintained in the same manner as the Chief of Police;
- d. Captains shall be compensated for police-related meal and travel expenditures as outlined in 39.3.
- e. Captains shall be assigned laptop computers and cell phones and may be assigned other technical equipment consistent with their functions and responsibilities
- f. Captains may use vacation, holiday, or sick time in any time increment.
- g. Captains shall be compensated as specified above for approved off-site police related work pre-approved by the Chief or the Chief's designee.
- h. Captains shall be assigned a department vehicle, as they are required to respond at any time if called upon for critical incidents. Captains may utilize the vehicle both on and off duty; however, such use may not include or be related in any manner to any private, for-profit business activity. The vehicle shall be parked at the Police Department during periods when a Captain is away from home for extended periods, including vacation leave. The Captain assigned to a vehicle shall be responsible for its day-to-day appearance and condition, excluding mechanical maintenance. Failure to maintain internal and external appearance shall be grounds for revocation of the take-home privilege.

**ARTICLE XLI**  
**MASTER POLICE OFFICER/SENIOR SERGEANT**

41.1 The Title "Master Police Officer" recognizes police officers fairly and uniformly for years of service to the Department, and to encourage a positive attitude and sense of pride in each officer and the Department the following mandatory uniform changes have been adopted:

- a. The use of Master Patrol Officer (MPO) service stripes to recognize years of police service will be implemented in accordance with the following criteria:

1. One stripe with star below shall be permitted to be worn for twenty (20) years of continuous service from date of hire with the New London Police Department.
2. Master Patrol Officer (MPO) stripes shall be worn on sleeves in the prescribed military manner on long sleeve shirts, jackets, sweaters and dress blouses.
3. Officers shall be recognized by the Chief of Police as Master Police Officers and authorized to wear such stripes that ensure appropriate years of service are recognized for each twenty (20) years of service.
4. MPO stripes are mandatory and may be purchased from an officer's clothing allowance.
5. MPO stripes shall be non-supervisory and based solely upon years of service. The MPO designation shall not constitute a civil service position.

41.2 Any Sergeant with 10 years completed time in grade service as an NLPD Sergeant shall be recognized for his/her service as a Senior Sergeant and authorized to wear three chevrons with one rocker on his/her sleeves and collar devices. Senior Sergeants have no additional responsibility, authority, or wages over other Sergeants except their seniority from date of hire.

## ARTICLE XLII PENSIONS

42.1 Pension Plan. Employees shall be covered by the Municipal Employees Retirement System ("MERS"), which shall be administered in accordance with applicable law. All disputes involving interpretation or application of MERS to members between the City and the Union, or employee (s) shall be resolved in accordance with the procedures specified in the plan or by applicable law and shall not be subject to arbitration under this Agreement.

42.2 Disability Pension. For all police union employees who retire or have retired as a result of a service-connected disability accepted by MERF, the City shall provide both medical and dental insurance coverage. Said coverage shall be equal to the group health insurance benefit received by the employee when s/he was an active bargaining unit member.

Employees who have applied for a disability retirement that has not yet been accepted by MERF shall continue to contribute the same premium cost-share as an active bargaining unit member. Upon acceptance by MERF, the total premium cost-share amount paid after retirement shall be reimbursed to the employee.

Upon reaching the age of eligibility, Medicare shall become the primary health insurance coverage for such retired employees, in accordance with the City's standard practice for all retirees. Employees with a service-connected disability retirement, who are not eligible for Medicare, shall be transferred to the City's regular retiree health plan upon reaching age 65.

**ARTICLE XLIII**  
**GENERAL PROVISIONS**

43.1 Employees who may be required to attend any Court or hearings, meet with Court officials or investigators for any purpose as it relates to official police business, during their off-duty hours shall be paid a minimum of four (4) hours pay at the rate of time and one-half less any amount paid for under state statutes or any other payments received for attending Court hearings.

43.2 Each employee shall be required to maintain a working telephone in his/her residence and to provide the Chief or his/her designee with his/her current address and telephone number and shall, within fourteen (14) days of any change, report such change in writing to the Chief or his/her designee. Upon request, the Union shall be provided with a copy of the current roster.

43.3 Flu shots and blood pressure screenings will be administered once per year, for two (2) hours at a time at several locations throughout the City Departments, one of which shall be the Police Department.

- a. Specific hours of availability shall be determined by the provider; however, the shots and screenings shall be administered twice in the early morning and twice in the afternoon.

**ARTICLE XLIV**  
**PAST PRACTICE**

44.1 In addition to the continuation of all benefits not expressly provided for in this Agreement under Article XXVII, the City hereby agrees to maintain in full effect and without modification all conditions of employment not expressly provided for herein as established by the prior or past practices between the parties.

**ARTICLE XLV**  
**CIVILIAN DISPATCHERS**

45.1 To promote the efficiency of the New London Police Department, Local #724, Council #4, AFSCME, AFL-CIO, and the City of New London agree that the city may hire Civilian Dispatchers to do Police Dispatching providing the Police Officers relieved of the dispatching function will be reassigned to a new permanent assignment known as Headquarters Post as indicated in the Chiefs Memorandum establishing such post, (dated January 13, 1985).

45.2 No regular duty sector or post shall be assigned to the police console. In the event the City must rely on utilizing a Police Officer to perform overtime duty on the Police Console, from the overtime list, the following compensation rates will apply:

- a. If duty is performed voluntarily, the employee will be paid his regular hourly rate at time and one-half (1 ½).
- b. If duty is performed as a result of being ordered in, the employee will be paid his regular hourly rate at double time.

c. When duty is performed on Independence Day, Christmas Day and New Year's Day, the employee will be paid his regular hourly rate at double time and one-half.

When the City calls an employee for overtime, extra duty or private duty and reaches an answering machine, the City shall leave a message and the call shall be considered a no contact.

## ARTICLE XLVI DRUG TESTING PROGRAM

46.1 This Program is in accordance with Public Act, No. 20-01, Section 3 (Section 7 - 294d), Subsection 10 (House Bill No.6004); urinalysis drug test that screens for controlled substances, including but not limited to, anabolic steroids. Beginning with those police officers who have a certification expiration date of 6/30/2021 and every certification period thereafter, all Police Officers as defined in CGS Sec. 7-294a(9) shall meet the recertification requirements, within the three-year review period, of submitting to a urinalysis drug test -screened for controlled substances to include anabolic steroids, which indicates no presence of a controlled substance not prescribed for the officer. This article shall continue in the event of a repeal of the Statute referenced in 46.1.

46.2 The City may choose the vendor for the testing process and choose on-site testing at police headquarters, or a third-party location given that said location is reasonable. The City shall also make a reasonable effort to have the employee test during their normal work hours. If testing cannot be completed during the members normal working hours the employee shall be compensated in accordance with article 14.10, "Overtime" of the collective bargaining agreement.

46.3 The City is limited to receiving results for each employee indicating a "pass" or "fail" from the testing physician. In the event that the urinalysis drug screening results indicate the presence of controlled substance(s), there shall be a portion of the process that requires the testing physician to contact the employee in question to determine what controlled substances may be prescribed to the employee.

46.4 The City shall not be made aware of this inquiry as it pertains directly to the employee's private medical history. This part of the process shall occur prior to any "pass" or "fail" result being forwarded to the Chief of Police.

46.5 There shall be an appeal process agreed upon between the union and the city which may be dependent upon the vendor in the event that an employee receives a test that indicates the presence of a non-prescribed controlled substance.

46.6 This article shall not supersede any requirements set forth by legislation. Any statutory changes that affect urinalysis drug screenings for municipal police officers, given the language is more stringent, shall immediately be complied with. This article shall continue in the event of a repeal of the statute referenced in Article 46.1 absent further agreement by the parties.

**ARTICLE XLVII**  
**DURATION**

47.1 This Agreement shall be in effect from July 1, 2021 through June 30, 2024, and shall upon its effective date specifically supersede the predecessor agreement between the parties effective July 1, 2020 through June 30, 2021.

47.2 Either party wishing to amend or modify the Agreement shall notify the other party, in writing, no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration. Within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the City and the Union negotiating committee for the purpose of negotiating such amendment or modification.

**ARTICLE XLVIII**  
**DETECTIVE ON-CALL ROTATION**

48.1 The parties agree to work together to create an on-call rotation for off hours for detectives during the length of this contract.

48.2 The on-call detective shall be assigned a take home vehicle in accordance with the Take Home Vehicle policy.

**ARTICLE XLIX**  
**RETIREMENT LEAVE**

49.1 This retirement leave policy shall be effective July 1, 2014.

49.2 Each eligible employee may have his accrued time buy out to a maximum lump sum amount of thirty thousand dollars (\$30,000.00), with the remaining time paid out on a bi-weekly basis until exhausted. The employee shall remain as a paid employee until all accrued time is exhausted, however such an employee shall not be eligible for overtime, private duty, or call back assignment, and shall surrender police powers and all equipment.

49.3 In order to qualify for the payment set forth in this Article XLIX, an officer must leave employment in "good standing," and shall be issued a Retirement ID indicating HR-218 status.

**ARTICLE L**  
**POST-C TRAINING**  
**PROVISIONS**

50.1

a. Non Police Officer Standards and Training Council (POSTC) Certified Employees hired after 7/1/14 shall be required to attend the POST C Academy Basic Training Course (ABTC). The

City agrees to pay wages, provide benefits and provide/reimburse for equipment expenses related to the training and education provided at the POST C ABTC.

b. Non POST C Certified Employees hired after 7/11/14 who voluntarily resign and actively perform law enforcement shall be required to reimburse the city the total costs of recruitment, training, equipment, wages and benefits along with related POST C ABTC costs for a time period that extends three (3) years from date of hire.

c. For the purposes of this section, a lateral transferred employee shall be considered a certified police officer that is not required to attend the entire POST C ABTC and is exempt from Section 50.1b.

## ARTICLE LI DETECTIVE VEHICLES

### 51.1

a. Detective Sergeant shall be assigned a departmental vehicle, as they are required to respond at any time if called upon for critical incidents. Detective Sergeant may utilize the vehicle in accordance with established take home car departmental policies.

b. Any Detective while assigned as the "on call" Detective(s) and required to respond at any time for critical incident call outs may elect to take an appropriate departmental vehicle home while on said temporary assignment and utilize the vehicle in accordance with established take home car departmental policies.

## ARTICLE LII PERFORMANCE EVALUATIONS

52.1 The City of New London and the Union agree to an annual performance review / evaluation of its members completed by the end of each calendar year under the following criteria;

a. Reviews / Evaluations shall only begin when there are enough supervisors trained so the reviews / evaluations can be completed by an immediate supervisor of the member being evaluated. All supervisors will be trained as soon as practical".

b. Officers shall be reviewed / evaluated by his or her immediate supervisor only.

c. An official review / evaluation should not be the first time that an officer is made aware of an area covered in the review / evaluation that he or she is deficient in or below average.

d. The City and the Union agree to working towards a standardized procedure for the reviews / evaluations once a training curriculum is selected.



**ARTICLE LIII**  
**POLICE CIVILIAN REVIEW BOARD**

53.1 The Police Civilian Review Board (“The Board”) will replace or shall be integrated into the current Police Citizen’s Review Committee (“PCRC”) process. However, the City agrees not to have both committees in operation at the same time. Upon the conclusion of the Police Civilian Review Board’s first board meeting, the PCRC as it existed previously shall dissolve.

53.2 The Board will serve in an advisory role to the City and will review all Citizen Complaints regarding the New London Police Department and those respective investigations. It is the intent of the City and the Union that the Board be used as a forum to increase communication between the community and the New London Police Department, while also strengthening the trust in the accountability and transparency of the Citizen Complaint process.

53.3 Each prospective Board Member, prior to being appointed, shall have a background check completed under the direction of the City’s Personnel Director. Concerns resulting from any findings and/or information from the background check shall be reviewed by the CEO and the City Council for resolution in Council Executive Session. A member of the Union’s Executive Board, or their designee, shall be allowed to give written and/or oral testimony during that process, at the Union’s discretion. It is the intent of this process to ensure that Board Members appointed have a true and non-bias interest of Police/Community relations in the City of New London and that they are not looking to influence the Board by simply following a Pro-Police or Anti-Police agenda. Committee members should be looking to advance the relationships between the City, it’s community members and the Police Department.

53.4 The Board shall be comprised of seven (7) Board Members.

- a. Three (3) Board Members shall be appointed by the CEO or his/her designee,
- b. Three (3) Board Members shall be appointed by City Council (as the result of a majority vote)
- c. One (1) Board Member shall be appointed by the Police Union President or his/her designee.
- d. Not appointing any member to the committee shall only be done with just cause. The final determination of just cause shall be made by the CEO, in writing.

53.5 The quorum for this committee, in regard to voting purposes, shall be five (5) committee members. Committee members must be present during all Board meetings, unless it is held via teleconference, to submit any votes.

53.6 The CEO and the Chief of Police, with the input of the Police Union Executive Board, will develop the requirements for the prerequisite training and orientation of appointed Board Members. That training shall include, but not be limited to, basic knowledge of modern policing practices, an understanding of the New London Police Department’s General Orders, principles of policing, labor relations and the State of Connecticut’s Police Accountability Act (HB-6004). It is critical that Board Members reviewing Citizen Complaints about Police actions and allegations of poor performance and/or misconduct have a reasonable knowledge of these areas and be able to review such matters in an informed manner.

53.7 Board Members shall adhere to a code of ethics, values and conduct while serving on the Board. This ethos shall include their personal conduct and shall also include an earnest attempt to work with the

City, and the New London Police Department, to ensure that Police Citizen Complaints are taken seriously with a thorough and complete review with sound and reasonable conclusions. Board Members shall remain in “good standing” within the community, to include conduct and self-expressions, regarding the community and Police relationships.

53.8 When any Board Member is found to be working against the improvement of Police/community relations, there will be a process to review and assess the suitability of that Board Member to remain on the Board. That structured process shall include;

- a. A hearing to determine the suitability of the accused Board Member to serve, this hearing shall include the alleged concerns being brought forth in a prosecutorial process by the City’s Law Director’s Office, before the CEO and the Public Safety Committee of the City Council, where evidence and witnesses may be called and heard.
- b. It shall be the CEO and the Public Safety Committee who shall make the final determination as to whether the Board Member remains or is relieved of their position.
- c. If a Board Member is removed, the sponsoring party of that member (CEO, City Council or Police Union) shall immediately begin the process to replace that Board Member.

53.9 Board Members, upon their appointment, shall serve a term of two (2) years.

- a. Board Members may be reappointed, at the discretion of their respective sponsoring party (CEO, City Council or Police Union) at the end of their first term.
- b. Reappointments shall not be blocked or objected to, unless new information has come to light that would have originally prevented said Board Member from obtaining their initial appointment.
- c. No Board Member shall serve more than two (2) consecutive terms on the Board, regardless of sponsoring party.

53.10 Upon the conclusion of an investigation and the presentation of the findings;

- a. The Board will have the option to either vote to accept or vote to object to the thoroughness and/or conclusion of the internal investigation brought before them.
- b. Upon the review of the Police internal investigation of a Citizen Complaint, should the Board have questions or concerns with aspects of the investigation or the final conclusion, they may vote by majority to send the questions and concerns back to the Office of Police Chief for clarification. Said clarification shall be provided/presented at the next scheduled Board meeting. That clarification may be provided by the Chief of Police or his/her designee in either written testimony or by appearance before the Board.
- c. Should the testimony still not resolve the issue/concerns, the Board may send the matter to the CEO via super majority vote. A super majority vote shall be defined as a minimum of five (5). The CEO, at his/her discretion, may conduct a formal hearing to take testimony in order to render a written judgement in the matter. The CEO shall present his/her written judgement at the first scheduled Board meeting following the conclusion of the fact finding in person or via his/her designee.

53.11 As the Board serves the City and its citizens in an advisory role only, the Board will shall not be privy to the specifics of any punitive actions taken against a member of the New London Police Department as the result of the investigation. Board members will only be notified that the investigation was concluded and that it fell into one of the following categories;

- a. **Exonerated:** The investigation determined by a preponderance of the evidence that misconduct or malfeasance was not committed by the subject of the investigation.
- b. **Unfounded:** The investigation determined by a preponderance of the evidence that the misconduct or malfeasance complained of did not occur.
- c. **Not Sustained:** The investigation was unable to determine by a preponderance of the evidence whether or not the misconduct or malfeasance complained of occurred, or whether or not it was committed by the subject of the investigation.
- d. **Sustained:** The investigation determined by a preponderance of the evidence that the misconduct or malfeasance complained of occurred and that it was committed by the subject of the investigation.
- e. **Withdrawn:** At some point prior to the completion of the investigation, the Complainant notified the agency that he/she wished the investigation to be discontinued and concurrence for this action was obtained from the Chief of Police.
- f. **Summary Action:** Disciplinary action was taken by the employee's supervisor or commander for violations of department rules, policies or procedures as defined by this agency.
- g. **Misconduct Not Based on Original Complain:** The investigation determined by a preponderance of the evidence that other misconduct or malfeasance which was not the basis for the original investigation occurred, was discovered during the course of the original investigation, and was committed by the subject of the investigation.
- h. **Reconciled:** At the discretion of the Chief of Police, the process of reconciliation may be encouraged in lieu of any of the above dispositions. When authorized by the Chief of Police, supervisors receiving complaints shall to the extent possible, bring together the complainant and the officer involved in minor violations and attempt reconciliation. This may be used where the complaint is from a misunderstanding on the part of the affected officer or complainant. Reconciliation may be employed for complaints of a minor nature that do not reflect:
  - 1. Discredit upon the agency
  - 2. Discredit upon the involved officer
  - 3. Commission of a criminal offense; or
  - 4. Allegations of racism, bigotry or prejudice against any race, religion, creed, national origin, sexual orientation, or circumstances beyond the individual's control.

Reconciliation must be documented through the chain of command to the Chief of Police or his/her designee. Reconciliation does not preclude further corrective action on the part of the agency.

- i. **Other:** The investigation reveals circumstances that do not fit into the above categories.



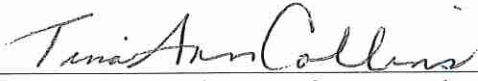
Michael Passero, Mayor  
For the City

Date: 5-16-2023



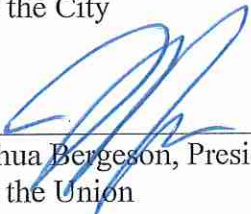
Steven Fields, CAO  
For the City

Date: 5-16-23



Tina Collins, Director of Personnel  
For the City

Date: 5/16/2023



Joshua Bergeson, President  
For the Union

Date: 5-16-23