

AGREEMENT

BY AND BETWEEN

THE CITY OF NORWALK

AND

**NORWALK POLICE UNION,
LOCAL 1727, COUNCIL #15, AFSCME, AFL-CIO**

JULY 1, 2013 - JUNE 30, 2016

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PREAMBLE

This Agreement entered into by the City and 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 establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions, or conditions of employment. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religious creed, national origin, qualified handicap, political affiliation or union membership.

ARTICLE 1 RECOGNITION

SECTION 1. Agreement, made by and between the CITY OF NORWALK, a municipal corporation situated in the County of Fairfield and State of Connecticut, (hereinafter referred to as “City”) and NORWALK POLICE UNION LOCAL 1727 and COUNCIL 15, AFSCME, AFL-CIO (hereinafter referred to as “Union”).

SECTION 2. The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers, up to and including the rank of Inspector.

SECTION 3. All collective bargaining with respect to hours of work, wages, grievance procedure and other conditions of employment shall be conducted by the authorized representative of the Union and the authorized representatives of the City of Norwalk, only.

ARTICLE 2 DUES DEDUCTION

SECTION 1. The City agrees to deduct Union dues or an agency fee from the pay of employees who give written authorization to the City Comptroller for such deductions and to transmit dues collected to authorized Union Officers designated in writing to the Comptroller of the City of Norwalk by the President and Treasurer of the Union, so long as this authorization is validly in effect and is not revoked by the employee.

SECTION 2. (a) Any newly hired employee shall, within thirty (30) days of hire, either join the Union or pay an agency fee to the Union as a condition of employment. The agency fee shall be equal to that proportion of Union dues expended for the purposes of collective bargaining, contract administration and grievance adjustment. In no event shall the agency fee exceed the Union dues.

(b) All employees who are members of the Union and all employees who become members after the signing of this Agreement shall, as a condition of employment, maintain their membership in the Union for the duration of the contract or pay the agency fee.

SECTION 3. Deductions for Union dues or agency fees will be made by the City from the weekly pay of the employee. In the event that an employee does not have any pay for a particular period, or in the event the employee does not have a sufficient sum due him/her, after deductions have been made for taxes, Social Security, pension, garnishments, or other deductions authorized by the employee or required by law, then it will be the responsibility of the Union to collect the dues directly from the employee.

SECTION 4. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deduction of Union dues or an agency fee, so long as the authorization is validly in effect.

SECTION 5. The Union agrees to save the City harmless from any action growing out of these deductions and commenced by an employee or other person against the City, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union official.

SECTION 6. The City shall remit the dues or agency fees collected from employees to the Union on a monthly basis, and shall accompany said remittance with a list of the names of the employees from whom dues and/or fees were collected, and the amount collected from each employee. The City shall remit to the Union, the dues and/or fees collected for the previous month by the close of the second period of the following month.

SECTION 7. The City shall permit the Union financial officer to examine, upon request, weekly payroll sheets, or other appropriate documents necessary to verify the deductions and remittances made to the Union.

ARTICLE 3 UNIFORMS AND EQUIPMENT

SECTION 1.

(a) Upon appointment to the Norwalk Police Department, a regular member of the Department shall receive such clothing and equipment as are specified in the then current Standard Operating Procedure of the Department. Any changes in the Standard Operating Procedure shall be discussed with the Union prior to implementation.

Once the individual officer is qualified to use alternative equipment, and has been issued the equipment, the City may substitute such alternative equipment. The City shall provide proper training on all equipment issued as per the recommendations of the Municipal Police Training Council, manufacturer's recommendations and other similar sources of authority.

(b) All uniformed and non-uniformed personnel, after the original issue for new officers as above (new officers shall not receive a clothing allowance during the fiscal year of original issue) shall receive a clothing allowance payable in the month of July. The clothing allowance payable in July for each fiscal year shall be nine hundred twenty-five dollars (\$925.00). Effective July 1, 2015, the clothing allowance shall be nine hundred seventy-five dollars (\$975.00).

SECTION 2. In addition, all regular members of the Department including detectives and non-uniformed personnel will receive a maintenance allowance per fiscal year to be paid to said members for their private expenditures on clothing and supplies used by them in the performance of their duties. The amount of the allowance shall be six hundred dollars (\$600.00). Effective July 1, 2015, the amount of the allowance shall be six hundred fifty dollars (\$650.00).

SECTION 3. Any regular member of the department who separates from employment in the fiscal year shall be entitled to the proportion of the clothing allowance provided in the following schedule:

<u>Date of Separation</u>	<u>Percentage of allowance paid</u>
July 1 st through Sept 30 th	Prorated, months worked divided by 12(months).
October 1 st through December 31	Fifty percent (50%)
January 1 st through June 30 th	One hundred percent (100%)

SECTION 4. Repair bills for clothing and equipment damaged in the line of duty shall be submitted to the commanding officer together with the police report and case number showing that the damage occurred while on duty. When properly submitted pursuant to this Section, such items broken or damaged beyond repair shall be fully replaced and paid for by the City. Repair bills must be submitted within two (2) weeks of the event that caused the damage. If an officer cannot obtain a bill within two weeks, the officer may request, in writing, an extension of up to two (2) additional weeks from the Chief.

Prescription eyeglasses or contact lenses, not to exceed three hundred dollars (\$300.00) per pair, and wristwatches, not to exceed one hundred dollars (\$100.00), nonprescription sunglasses, not to exceed fifty dollars (\$50.00), cell phone, not to exceed two hundred dollars (\$200.00), wedding rings, not to exceed two hundred dollars (\$200.00) per item, shall be repaired or replaced pursuant to this Section.

SECTION 5. Uniformed members of the bargaining unit shall be issued, as soon as practicable, an exclusive badge and shoulder patch. The uniform worn by the regular Norwalk Police Officers shall be exclusively worn by said department members and shall not be authorized or permitted to be worn by any members of any other City agency. It is not the

intent of this Section to prevent employees of other City agencies from wearing clothing that is similar to or the same color as that which is worn by members of the Norwalk Police Department.

SECTION 6. Organizational equipment and substitutes for such equipment issued by the Department including: handgun, ammunition, holster, gun belt, handcuffs, handcuff case, and flashlight are the property of the City of Norwalk and must be turned in upon termination of employment. Uniforms must also be turned in if still serviceable. Upon leaving the Department, in good standing, after a minimum of five (5) years of service, the employee shall be permitted to maintain ownership of the shotgun if purchased through his or her clothing allowance.

**ARTICLE 4
VACATION AND DAYS OFF IN LIEU OF HOLIDAYS**

SECTION 1. Regular members of the Norwalk Police Department shall be entitled to annual vacations days off in lieu of holidays in accordance with the following:

<u>Length of Service</u>	<u>Vacation</u>	<u>Days Off in Lieu of Holidays</u>
From date of hire, for each full month of service, before the end of the fiscal year.	0	1 day per month
Beginning of the first full fiscal year of service, but before the end of the first full fiscal year of service.	1 week	12 days
Beginning of the second full fiscal year of service but before the end of the seventh full year of service.	2 weeks	12 days
Beginning of the eighth full fiscal year of service, but before the end of the twelfth full year of service.	3 weeks	12 days
Beginning of the thirteenth full fiscal year of service and thereafter.	4 weeks	12 days
Beginning of the twenty-first full fiscal year of service.	5 weeks	12 days

By mutual agreement of the employee and the Chief, an employee may be paid his/her regular rate of pay in lieu of time off, for vacation time in excess of three (3) weeks, or any days off in lieu of holidays. Either party shall be free to agree or withhold agreement.

SECTION 2.

(a) Scheduling of Vacations and Holidays.

(1) Regular members of the Police Department shall bid for vacations and holidays within rank on the shift on the basis of seniority subject to the control of the Chief. In bidding for vacations and holidays, length of service in any particular rank or specialty shall be governing.

(2) Members of the Detective Division shall bid and take their vacations separately from uniformed patrol officers, subject to the right of the Chief to control the total number of personnel on leave at any time. In bidding for vacations and holidays, length of service in any particular rank or specialty shall be governing.

(3) Bidding shall start February 1st and end March 1st of the given year, at which time all or part of the time due may be bid.

Regular members who wish to use vacation during the period January 1 to March 1 shall bid by December 20 of the previous year. Approval of bids during this period will be made by December 27, with vacation granted on the basis of seniority. Vacation will be granted on a first come basis if no bid is received by December 20.

(4) An officer choosing not to bid his/her vacation/holiday time will not be allowed to bump a junior officer at a later date. Any officer who subsequently elects to change or modify their vacation/holiday time selections may do so, subject to what time is open on a first come basis. They will not be allowed to bump a junior officer from a previously selected date.

(5) Once a vacation/holiday is bid and that bid accepted and approved, an officer shall maintain a right to that vacation/holiday time regardless of assignment, shift or squad change if such change was beyond his/her control.

(6) Any officer anticipating a shift or squad change/transfer may request from that respective C.O. permission to bid on that shift/squad prior to transfer. The officer will be allowed to bid on only one shift per bid period.

(b) Carry-over of Vacation and Holidays.

In the event that an employee could not take his or her vacation in the calendar year earned, the employee shall be permitted to carry over into the next calendar year, to a maximum of fourteen (14) days' vacation; provided, however, that the vacation carried over must be used within the next calendar year.

Approval to carry over vacation may be granted only by the Chief. Such approval shall be in writing and must specify the number of days carried over.

SECTION 3. Regular members of the Police Department suffering from service-connected injuries prior to their vacation shall be entitled to an additional day's vacation for each one lost through such service-connected injury.

SECTION 4. The work schedule for the regular uniformed patrol division, communication division and general investigation section of the detective bureau shall be as set forth in the yearly squad calendar. Those units shall be governed by Section 1 of this Article.

All other employees shall receive the same vacation and days off in lieu of holidays as in Section 1, and further, shall be entitled to seventeen (17) days off in lieu of working 5/2, 5/3 schedule, the dates of which are to be at the discretion of the Commanding Officer.

SECTION 5. The regular holidays for which employees receive days off in lieu of the holidays, pursuant to Section 1 of this Article are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Employees who work Monday through Friday schedules shall receive time off with pay on the days the holidays listed in Section 5 are celebrated by City employees. If any such employee is ordered to work on a holiday by the Chief or his/her designee, he/she shall receive pay at time at time and one-half rate for hours worked on the holiday.

Officers on the 5/2, 5/3 schedule who work any of the above-listed holidays shall be paid time and one-half for the number of hours said officer worked, except that such officer shall be paid double time for hours worked on New Year's Day, Thanksgiving and Christmas. Effective in the pay period following ratification of this 2013-2016 Agreement, for purposes of this provision, an employee's hourly rate shall be computed by dividing by 1948 his/her yearly compensation under the applicable compensation schedule as attached to this Agreement.

As provided in Section 1 of this Article, by mutual agreement of the employee and the Chief, an officer may be paid his/her regular rate of pay in lieu of granting time off for any of the above listed holidays. Either party shall be free to agree or withhold agreement.

SECTION 6. The following shall apply to requests for eight (8) hour blocks of time owed:

- (a) The request shall be made as much in advance as possible.

(b) Such request shall be approved/disapproved if possible within seventy-two (72) hours prior to the requested date.

(c) An approval given within the seventy-two (72) hours prior to the requested date shall not be withdrawn due to bumping by a senior employee. The approval shall not be withdrawn within the twenty-four (24) hours prior to the requested date except in an emergency.

(d) Within the seventy-two (72) hours prior to the requested date, request for vacation, holiday or time owed shall be treated equally on a first come, first served basis.

An officer who is off duty on compensatory time/time-owed may not be hired to work until all three extra work lists have been exhausted and no officer has taken the hire back. For example, Officer Doe has time owed on the First Platoon, and this has created a need to hire to replace him. He may not be hired back unless and until the officers on the first, second, and third call-out lists have all been called and the hire remains unfilled. The officer on time-owed would be offered the hire only if, otherwise, the supervisor would have to order an officer to duty to ensure adequate staffing levels.

ARTICLE 5 FUNERAL LEAVE

SECTION 1. (a) Each regular member of the Police Department shall be granted leave with pay in the event of death in his/her immediate family. Such leave shall start on the date of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) calendar days commencing with the day of death, except in the case of a spouse or child in which case such leave may be up to five (5) calendar days commencing with the day of death.

For the purpose of this Article, the term “immediate family” shall mean and include the following, with or without the prefix “step”:

Mother	Sister	Sister-in-law
Father	Brother	Brother-in-law
Father-in-law	Spouse	Grandparents
Mother-in-law	Child	Grandchildren

(b) One (1) day of leave shall be allowed to attend the funeral of an aunt, uncle or grandparent-in-law.

SECTION 2. If such funeral leave takes place during an officer’s vacation, the officer’s vacation shall be extended correspondingly, however, in no event to exceed three (3) calendar days.

SECTION 3. The leave provided for in Section 1 of this Article shall include persons domiciled in the employee's household who are related by blood or marriage to the employee. In the event a death occurs to a member of the immediate family, as specified in Section 1 above, and it is necessary to travel, then in that case, at least one (1) additional day off with pay beyond the date of burial/cremation, for travel time in excess of one hundred (100) miles.

ARTICLE 6 UNION BUSINESS LEAVE

SECTION 1. Up to four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings with the Chief of Police, Board of Police Commissioners or the City of Norwalk for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.

The City and Union agree to limit the negotiating teams to no larger than eight (8) on each side, except that a Council 15 representative may additionally be present, and said limitation does not prevent the attendance of witnesses for purposes of testimony or information.

SECTION 2. The president of the Union, or his/her designee, and the aggrieved shall be granted leave from duty with full pay for all meetings, in or out of the City of Norwalk, attended by the City of Norwalk, concerning the processing of such grievance when such members are scheduled to be on duty.

SECTION 3. Delegates and officers of the Union, duly designated, shall be granted leave from duty with full pay for Police Union business, such as attending local, regional and international police conventions and international conferences, provided that the total combined leave time for all individuals shall not exceed fifty (50) working days for this purpose in any fiscal year. It is further agreed that up to five (5) delegates or officers of the Union shall be granted leave for these purposes at any one time; provided, however, that the Chief may limit the number off on a shift or unit. Notification for time off under this Section shall be submitted to the Chief of Police at least one (1) week in advance of the time requested, when possible. The notification for leave shall specify the purpose and the date(s) of leave.

SECTION 4. (a) One member of the Union Executive Board shall be allowed time off with pay, chargeable to Union business leave under Section 3 above, for no more than three (3) days to attend the criminal and/or civil trial and/or any combination thereof of any Union member (for no more than three days), as it relates to his/her duty.

(b) Prior to the use of the Union business leave as in paragraph a, the Union shall make every attempt to use off-duty hours to attend the criminal and/or the civil trial of a union member as it pertains to his/her duty.

(c) If, per the Chief's judgment, the loss of the Union Executive Board member from the duty roster for that day would reduce staffing to unsafe levels, the Chief may, subsequent to discussions with Union, deny the request for Union business leave under this Section for that day.

ARTICLE 7 SICK LEAVE

SECTION 1. Sick leave for each regular member of the Norwalk Police Department shall be earned at the rate of one and one-quarter (1 1/4) days per month accumulative to a maximum of two hundred (200) days.

SECTION 2. When the serious illness or emergency affecting a member of the officer's immediate family requires his/her personal attendance, time off, chargeable to sick leave, shall be granted if supported by medical certificate. Said leave under this section shall not exceed three (3) days. "Immediate family", for the purpose of this Section shall be those in the definition of "immediate family" in Article 5, Section 1 who are members of the officer's household, except that a mother, father, child, sister, or brother need not be a member of the officer's household.

SECTION 3. The Chief of Police or the Board of Police Commissioners shall hear any individual requesting extension of sick leave benefits and, for good cause shown may, at the Chief's or Commissioners' discretion, extend such sick leave benefits.

SECTION 4. An employee who is pregnant may request maternity leave. The employee shall have the right to use sick leave on the same basis as for any other disability. Should the employee exhaust accumulated sick leave, she may request an extension of sick leave benefits as provided for in Section 3, or she may use accumulated vacation and/or compensatory time. The employee may request a leave of absence without pay from the Board of Police Commissioners. A request for such leave of up to three (3) months shall not be unreasonably withheld. During this three-month period, the employee may use accumulated vacation and/or compensatory time. All time on maternity leave under this Section shall be considered leave pursuant to the Family and Medical Leave Act provided the employee is eligible for leave under the Act.

SECTION 5. An employee shall be required to submit verification of his/her inability to work by a licensed physician in any case of absence for more than three (3) consecutive working days.

The physician's statement shall either be on a mutually agreed upon form or shall contain at a minimum the following information:

- 1) name of the employee;

- 2) name of treating physician;
- 3) nature of the employee's current illness (optional) or injury;
- 4) the date(s) on which the physician past treated the employee for same;
- 5) the estimated date the employee is due for further evaluation/treatment and/or the date on which the employee is cleared to return to work without restriction.

Nothing herein shall preclude the City from requesting that an employee undergo examination by a physician selected by the City, at the City's expense, or from taking appropriate action against an employee whose attendance is unacceptable.

ARTICLE 8 INJURY LEAVE

SECTION 1. Each regular member of the Department who is injured or disabled in the line of duty and within the scope of his/her employment shall be entitled to injury leave with full pay from the date of the injury until such time as the first of the following occurs:

- (1) he/she is able to return to duty;
- (2) he/she is placed on disability pension;
- (3) he/she has reached maximum medical improvement and ,is no longer able to perform his/her duties;
- (4) eighteen (18) calendar months have passed, provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely that the employee will be able to return to work during that period.

For on the job injuries, except in emergencies, all employees shall obtain treatment from a physician who is within the Managed Care Preferred Provider Network. If an employee does not adhere to this requirement and the Workers' Compensation statutes, then the City shall not be obligated to pay the workers' compensation portion of the injury leave included in this Section 1.

In the event an employee appeals suspension of workers' compensation benefits for an alleged violation of Conn. Gen. Stat. § 31-279(c), an employee's injury leave full pay shall continue until such appeal is finally determined by the Workers' Compensation Commissioner. If the Commissioner rules against the employee, the employee shall be obligated to repay the workers' compensation portion of the injury leave paid by the City.

The terms of repayment (e.g., from sick leave, vacation or compensatory time, and partial payments) shall be negotiated by the employee and the City.

In Section 31-279(c) situation, an employee may request to be examined for a second opinion by a reputable practicing physician not listed in the Preferred Provider Organization Network and the City shall pay for such examination.

SECTION 2. The City shall pay the service-connected hospital, medical, dental and drug expenses for each regular member of the Department who was injured or disabled in the performance of duty. Approved bills shall be paid within thirty (30) days.

SECTION 3. Claims for the payment of benefits under the provisions of Sections 1 and 2, for any condition or impairment of health caused by hypertension or heart disease resulting in temporary or permanent, total or partial disability to a regular member of the Police Department who successfully passed a physical examination on entry into such service, which examination failed to reveal any evidence of such condition, shall be governed by Section 7-433c of the Connecticut General Statutes.

SECTION 4. Any member of the Department, injured or otherwise disabled while making or attempting to make an arrest, or in the performance of any police duty during his/her off-duty time, shall be entitled to the benefits provided for in the same manner as in Sections 1 and 2.

SECTION 5. An employee who is on injury leave pursuant to Section 1 may be assigned to "light duty" status from and after the date on which his/her treating physician determines that he/she may return to work even though he/she cannot perform all of the regular duties of a police officer. Such assignment shall be in the sole discretion of the City and shall be subject to the following:

1. The assignment shall be consistent with the limitations prescribed by the employee's treating physician.
2. The nature and duration of the assignment shall be determined by the City. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a Police Department function.
3. The work schedule for an officer on light duty status shall be subject to any limitation on hours of work prescribed by the employee's treating physician. An officer's regular-scheduled hours will not be changed unless the treating physician so recommends.

Any officer who is released by his/her treating physician to perform restricted work and who refuses to accept a light duty assignment shall forfeit his/her right to injury leave. This provision shall not, however, be determinative as to the employee's right to workers'

compensation payments, which are the province of the Workers' Compensation Commissioner.

SECTION 6. An employee who is eligible for the benefits of this Article, as provided in Section 1, and who submits an on-duty injury report and cannot report to work, may charge such absence to injury leave from the first day of injury, subject to the following:

1. The employee and the Union expressly agree that the City's charging this absence to injury leave shall not in any way be deemed an acceptance of the employee's claim for benefits under the Workers' Compensation Act and the charging of the absence to injury leave is entirely without prejudice to the City's position concerning such claim.
2. In the event that the City successfully contests the claim, the employee shall be responsible to repay the City for the number of days of injury leave used prior to the City's ceasing of injury leave based on its contest of the claim. Such repayment shall be taken first from the employee's accumulated sick leave and if no sick leave is available, from the employee's accrued vacation and/or compensatory time. If the employee has no accrued leave, the City shall deduct payment for the time from any future payments to which the employee is entitled, whether as an active employee or a retiree.

SECTION 7. If an employee's injury is caused by a third party, and the City brings an action against that third party or intervenes in an employee's suit against the third party, the City shall have the right to recoup from any judgment or settlement of the claim all payments made pursuant to the Workers' Compensation Act, including the cost of continuation of employee benefits while the employee was receiving workers' compensation benefits, and all injury leave payments made to the employee.

ARTICLE 9 TERMINAL LEAVE

SECTION 1. Upon retirement, any member of the Police Department shall receive compensation for one-half (1/2) of his/her accumulated sick leave, not to exceed sixty (60) days, excepting those who resign, are dismissed for cause, or are placed on Veteran's Reserve. (Any member on Veteran's Reserve, subsequently retired, shall receive the benefits under this Article.) For the purposes of compensation under this Article, a member's base annual salary shall be divided by fifty-two (52) to determine his/her weekly salary and for each five (5) days of accumulated sick leave, he/she shall receive a sum equivalent to one week's salary. Any accumulated days in excess of units of five (5) shall each be compensated at the rate of one-fifth (1/5) of his/her weekly salary.

SECTION 2. Any member of the Police Department, upon retirement, shall receive one (1) day's pay for each full year of service in the Department.

ARTICLE 10
SALARY AND BENEFITS

SECTION 1. Salaries shall be paid to the regular members of the Police Department in accordance with the salary schedules attached hereto and designated Schedules A, B and C.

- a. Effective and retroactive to July 1, 2013, all rates on the salary schedules in effect on June 30, 2013, shall be increased by two percent (2.0%).
- b. Effective and retroactive to July 1, 2014, all rates on the salary schedules in effect on June 30, 2014, shall be increased by two percent (2.0%).
- c. Effective July 1, 2015, all rates on the salary schedules in effect on June 30, 2015 shall be increased by two and one-quarter percent (2.25%)

SECTION 2. Whenever any employee works in excess of regularly assigned work week or work schedule, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at one and one-half (1 1/2) times the hourly rate which he/she receives for his/her regularly assigned duty, provided that such excess work is at the direction of the Division Commander. For purposes of this Article, an employee's hourly rate shall be computed by dividing by 1948 his/her yearly compensation under the applicable compensation schedule as attached to this Agreement.

For all overtime worked by an employee said employee shall be given a slip indicating the overtime worked, and at the employee's option, said employee may accept payment for such overtime or compensated time off at the time and one-half (1 1/2) rate, provided, however, accumulation shall not exceed sixty (60) hours.

The calculation of overtime shall be made using the above hourly rate of the officer, plus any shift premium or premium pay provided in accordance with Article 10, Section 5 of this Agreement (for work on the first and third platoons for Patrol and Communications Division and as Holding Facility Officer) and/or Article 16, Section 1 of this Agreement (for Communications and Desk assignments).

SECTION 3. Should an employee desire to work or swap for another employee of equal rank (Patrol Officer/Patrol Officer, etc.), within the same division, he/she shall be permitted to do so, provided, however, that he/she provides the Platoon Commander with five (5) days' written notice and that the employee involved in the swap days shall not receive any additional compensation or overtime. It shall be at no cost to the City of Norwalk and be limited to five (5) consecutive days at each occurrence. An employee may work a maximum of three (3) swaps per calendar week and additional swap(s) in a week for each day he/she is on vacation, to a maximum of five (5) consecutive days at each occurrence.

SECTION 4. (a) This subsection shall apply when a regular, off-duty member of the Police Department is summoned or directed to duty, which term shall include appearance in

criminal court proceedings in connection with arrests made by the Norwalk Police Department; Liquor Control Commission or Department of Motor Vehicle adjudicative/administrative hearings at which the officer must testify in his/her capacity as a police officer; appearance as a witness for the City in any civil liability action brought against a fellow officer for action taken as a police officer; off-duty officers (except those in a role as a grievant or defendant) summoned by the City for grievance hearings, trial board hearings, arbitration hearings, and labor board hearings. Such officer shall receive payment for his/her off-duty time, and he/she shall be paid for a minimum of four (4) hours, unless such hours are immediately before or continue immediately after a normal tour of duty (with the exception that required attendance at educational classes, seminars, panels or forums, on off-duty time shall entitle the member to be paid for a minimum of three (3) hours unless such hours immediately proceed or succeed a normal tour of duty). A regular member shall receive compensation at the rate of one and one-half (1 1/2) times his/her hourly rate when entitled to payment under this subsection.

(b) When an off-duty member of the Police Department is subpoenaed by a private party to appear in a civil matter, the officer shall bill the private attorney by sending a letter to that attorney. If the private party has not paid the officer in full within thirty (30) days following that letter, the City shall pay the officer time and one-half his/her hourly rate less any payment by the private party or the court. The officer shall be paid a minimum of two (2) hours and any time in excess of two (2) hours provided the officer submits verification for the time in excess of two (2) hours.

(c) All payments for extra time worked and overtime pay shall be paid by the City at the next regular payroll period but in no event longer than three (3) weeks from the date of said extra work or two (2) weeks from the date of said overtime. Upon completing overtime or extra time worked, the member of the department shall receive from the sergeant then present, or other supervisory personnel, a slip verifying his/her overtime worked. The City shall make a good faith effort to provide itemized check stubs showing overtime, extra work and premium paid amounts as separate items.

SECTION 5. Premium Pay.

(a) For any hour worked on the third platoon, patrol and communications division, a regular member of the Department shall receive an additional five percent (5%) of his/her normal hourly pay. Effective in the pay period following ratification of this 2013-16 Agreement, the shift premium for hours worked on the third platoon shall be six percent (6%) of normal hourly pay.

(b) For any hour worked on the first platoon, patrol and communications division, a regular member of the Department shall receive an additional seven percent (7%) of his/her normal hourly pay. Effective in the pay period following ratification of this 2013-16 Agreement, the shift premium for hours worked on the first platoon shall be eight percent (8%) of normal hourly pay.

(c) Effective in the pay period following ratification of this 2013-16 Agreement, any officer assigned to work as the Holding Facility Officer (HFO) shall receive an additional three percent (3%) of his/her normal hourly salary for all hours worked as the HFO. This will be in addition to any shift premium paid to the member. This assignment (HFO) shall be given to the most senior officer who volunteers for it within each platoon of the Patrol Division. If the position is not filled by a voluntary assignment, the least senior officer shall be assigned.

SECTION 6. Longevity. In addition to his/her regular hourly salary and wages, each member of the Norwalk Police Department shall receive two hundred fifty dollars (\$250) upon completion of eight (8) years of service as a regular member on or before June 30th, and fifteen dollars (\$15) additional for each year thereafter. Payment under this section shall be made no later than the third Thursday of each December

SECTION 7. Annual salary increments shall be automatic and take effect July 1 of each contract year. However, if the performance of any regular member of the Police Department has continually shown and proven to be inadequate and/or not in keeping with the Department's high standards, the Commissioners may deny an increment to such member provided that such member has been warned in writing concerning his/her performance and has been given an opportunity to improve same. Employees hired or promoted prior to April shall advance one (1) step July 1 of that year. Employees hired or promoted between April 1 and June 30 will not advance one (1) salary step until January 1 of the following year.

SECTION 8. All regular members of the Police Department shall be paid in accordance with the Salary Schedule attached hereto.

SECTION 9. Education Benefits for Employees Hired Prior to October 19, 1983.

The City shall reimburse any regular member of the Department hired prior to October 19, 1983 pursuing a course of study at any accredited college, university, junior college or community college to the extent of one-half (1/2) the tuition and fees, subject to the following conditions:

1. The course being taken is fulfilling degree requirements and is related to improving the individual's ability to serve the City of Norwalk as a Police Officer.
2. The course for which tuition has been charged have been completed with a grade of average or better.

In the event that the member obtains, or already has a degree in an area that is related to improving his/her ability as a Police Officer, he/she shall receive the following increments:

1. For a four-year degree, he/she shall receive an eight hundred dollars (\$800.00) increment to his/her base salary.

2. For a Master's Degree, he/she shall receive a one thousand one hundred dollars (\$1,100.00) increment to his/her base salary.

Notwithstanding the provisions of this Section, any officer covered by this Section who was receiving education incentive payments for an Associate's degree prior to July 1, 1999, and any officer covered by this Section who obtains an Associate's degree prior to July 1, 2000 shall receive the \$350 education incentive payment of the prior contract.

The Police Commission retains the right to approve or reject payment of tuition and/or bonus based on the appropriateness of the degree pursued.

SECTION 10. Education Benefits for Employees Hired on or After October 19, 1983.

The City shall reimburse any regular member of the Department hired on or after October 19, 1983 for course work which is part of a course of study at an accredited college, university, junior college or community college subject to the following:

1. The course of study and degree program, as well as each course, must be approved in advance by the Police Commission. The course of study must be in a subject area (such as criminal justice) which will significantly contribute to the employee's value as a police officer. Individual courses that are not in such a subject area will be approved for reimbursement provided they are part of a degree program approved by the Police Commission.
2. Only courses in pursuit of an Associate's degree, Bachelor's degree or Master's degree shall be reimbursed.
3. The officer must receive a grade of average or better.
4. The City will reimburse 50 percent of the tuition and fees for a course, to a maximum based on the tuition for twelve credit hours of coursework at the University of Connecticut, per year per officer.

The following incentive payments shall be made to a police officer who has obtained the designated degree in an area that the Police Commission finds significantly contributes to his/her value as a police officer for the City:

1. For a Bachelor's degree, eight hundred dollars (\$800).
2. For a Master's degree, one thousand one hundred dollars (\$1,100).

The Police Commission reserves the right to approve or reject payment of tuition reimbursement and/or education incentive based on the appropriateness of the degree pursued.

SECTION 11. Bilingual Pay. All regular members of the Department who are fluent and proficient in a second (or more) language(s) shall receive four hundred dollars (\$400.00) incentive payment annually, paid in the month of July. The member(s) receiving this increment must receive a grade of average or better on a proficiency test in the respective second language(s).

Effective and retroactive to July 2014, the amount of the incentive payment shall be six hundred dollars (\$600.00) annually.

SECTION 12. Police Department Operations. When an off-duty member of the Police Department in the following divisions: Internal Affairs, Emergency Services, Hostage Negotiations, or Scuba, is summoned or directed to duty said member shall be paid a minimum of two (2) hours. Minimum call-out shall not be used and is not for training purposes.

SECTION 13. (a) The City shall pay any police officer who obtains or maintains MRT certification a stipend of five hundred dollars (\$500) annually in the first pay period of each fiscal year. The City shall pay any police officer who obtains and maintains EMT certification a stipend of one thousand dollars (\$1,000) annually in the first pay period of each fiscal year. Said payments are subject to all applicable taxes and deductions.

(b) In order to receive payment for a stipend, an officer must be certified and on the payroll on the date the payment is processed.

SECTION 14. Effective within ninety (90) days following ratification of this Agreement, the City shall revert to weekly pay for police bargaining unit employees.

SECTION 15. Effective with the first pay period following September 1, 2011, all wages shall be paid by direct deposit to an employee's account.

ARTICLE 11 MEDICAL INSURANCE BENEFITS

SECTION 1. Medical Benefits for Active Employees.

Medical Plans:

- (a) Prior to January 1, 2015, the current OAP-POS Medical Plan (including prescription benefits), shall remain in place.
- (b) Active Member/Retirees/Eligible Individuals: (if residing outside CIGNA's regional POS network). If a Member/retiree/eligible individual is outside of the CIGNA POS regional network (in other words, outside of the POS list of providers) because of non availability at the member's/retiree's/eligible individual's geographic location, he/she shall utilize the available CIGNA

POS network (list of providers) in his/her region and shall be fully covered and entitled to all of the benefits under the Norwalk Medical Benefit Plan as set forth herein. If no CIGNA POS network (POS list of providers) exists in the member's/retiree's/eligible individual's geographic location, then the member/ retiree/ eligible individual shall utilize the CIGNA PPO network (PPO list of providers) in that region in an out of network capacity and the City shall reimburse and hold harmless said member/retiree/eligible individual for the medical expenses/costs incurred as if said member/retiree/eligible individual was fully covered under the current medical plan / CIGNA POS network (even if the medical cost to the member/retiree/eligible individual is in excess of Reasonable and Customary "R&C"). If no CIGNA POS or CIGNA PPO network (list of providers) exists in the member/retiree/eligible individual's region, or treatment is obtained from a provider not in a CIGNA PPO or CIGNA POS network, then said member/retiree/eligible individual utilizes the out of network medical benefit/schedule and pays in an out of network capacity.

(c) The Prescription Plan Benefit shall be as follows:

The co-pays shall be \$10 for generics, \$30 for formulary drugs and \$45 for non-formulary drugs.

There shall be mandatory mail order and mandatory generic programs for all prescription drug coverage as follows:

1. Where a generic drug is available, employees will be required to use the generic drug unless their physician deems it medically necessary and obtains prior authorization for the non-generic drug. If the non-generic drug is unauthorized, the employee will pay the applicable non-generic co-pay plus the cost difference between the non-generic and the generic prescription.
2. The mandatory mail order program will require that employees obtain their maintenance prescription drugs through mail order after two retail prescriptions are filled for a given drug. If mail order is not utilized when required, the prescription will be subject to twice the applicable co-pay.

Effective January 1, 2015, the office visit co-pay for the OAP-POS plan shall increase to \$25.

Effective January 1, 2015, there shall be two medical plan options for an eligible employee and the employee's eligible dependents - the OAP-POS Medical Plan (including prescription benefits) and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

Summaries of the major provisions of the OAP-POS and HDHP-HSA Plans are included in Appendix C.

The Employer shall fund each eligible employee's HSA in the following amounts:

- (i) for calendar year 2015, at sixty-five percent (65%) of the deductible;
- (ii) for calendar year 2016 at sixty percent (60%) of the deductible.

Employer contributions shall be in place on January 1 of each plan year. If an employee enters the HDHP-HSA following January 1, the employer contribution to the HSA shall be made at the time of enrollment, and shall not be prorated for the plan year.

(d) Premium Cost Sharing for the Medical Plan for Active Employees:

Effective upon ratification, the premium cost sharing for the OAP-POS Plan shall be twelve percent (12%) of the Self-Funded Equivalent Rate. Effective upon implementation the HDHP plan premium cost sharing shall be twelve percent (12%) of the Self-Funded Equivalent Rate.

Effective July 1, 2015, the premium cost sharing for both plans shall be thirteen percent (13%) of the Self-Funded Equivalent Rate.

(e) Flexible Spending Accounts:

The City of Norwalk will establish a Pre-tax/flexible spending plan/ day care plan in connection with the member's premium cost share contributions.

(f) Dental Plan:

Dental benefits shall include 100 percent coverage for preventive and diagnostic treatment, an annual maximum benefit of \$1,500 and an orthodontic lifetime maximum of \$2,000 per employee and eligible dependent. Dental expenses will not be applied to the HDHP deductible.

Premium cost sharing for the dental plan shall be the same as the premium cost sharing for the medical plans and it shall be blended with the medical plan premium. Upon request, the City shall provide the Union with separate premium amounts of the dental and medical plans.

(g) The City may offer alternative health insurance plans to employees and employees will be permitted to enroll in such alternative plans on a voluntary basis.

SECTION 2. (a) An employee who retires under the City of Norwalk Police Department Pension Plan, whether on normal or disability retirement, shall be eligible to continue participation in the medical plan subject to the following:

1. Vesting under the pension plan shall not constitute retirement for purposes of eligibility for any insurance benefits that are made available to retirees.
2. Any individual who retires under the Plan and is otherwise eligible for continued insurance benefits, shall not be eligible to continue in the City's medical plan if that individual is eligible for substantially equivalent coverage through some other employer. However, should alternate coverage cease for any reason, the retiree may reenter the City's medical plan, without penalty.
3. The existing carve-out method for coordination of benefits with Medicare shall continue. When the retiree is eligible for Medicare, if the retiree enrolls in a Medicare Risk HMO, the City shall pay the full cost of the retiree's and his/her spouse's enrollment in said Medicare Risk HMO.
4. Retirees shall be eligible to participate in the same medical plan and dental plan as are available to active employees. The City shall make the same contribution to a retiree's HSA as it makes for active employees in any given year. The retiree may only remain in the HDHP-HSA plan until the retiree is Medicare eligible. At the time of Medicare eligibility, the retiree shall be enrolled in the OAP-POS plan with the carve-out provision. In addition, if a retiree turns 65 and is not eligible to participate in the HDHP-HSA plan but has a spouse or dependent who is under 65, the retiree and the spouse or dependent shall be enrolled in the OAP-POS plan (with the carve-out provision applicable to any plan participant who is 65 and over). Retiree HDHP deductibles shall remain frozen at the time of retirement, unless the IRS code requires otherwise.
5. Retirees shall be subject to all cost containment provisions applicable to active employees.
6. The widow/widower of a retiree and eligible dependents shall continue to be eligible for medical benefits following the retiree's death, with the same cost sharing as applied to the retiree.
7. Employees who have entered the DROP or enter the DROP not later than September 1, 2011, shall pay no premium cost sharing for themselves or their dependents upon retirement. The City and the Union agree that officers who intend to enter the DROP on September 1, 2011, must give written notice by August 23, 2011, and not the full 90 days notice required Article 24, Section 16 (f).

Employees who are not in the DROP but who retire on or prior to September 1, 2011, shall also pay no premium cost sharing for themselves or their dependents upon retirement. Any such employees shall receive payments due for terminal leave and other payouts in three equal installments -- one in

September 2011, one in or about August 2012 and one in August 2013. At the City's option, these payments may be accelerated.

Except for those employees covered by the two preceding paragraphs, employees hired prior to April 15, 2011 shall pay the following shares of the premium cost for medical and dental coverage upon retirement:

<u>Service at Retirement</u>	<u>Cost Share</u>
20 years	10 percent
25 years	9 percent
30 years	8 percent
35 years	7 percent

Employees hired on or after April 15, 2011, must have at least 20 years of service upon retirement to qualify for retiree medical and dental benefits. Such employees shall pay the following share of the premium cost for medical and dental coverage upon retirement:

<u>Service at Retirement</u>	<u>Cost Share</u>
20 years	50 percent
25 years	40 percent
30 years	37.5 percent
35 years	35 percent

Neither the City nor the Union shall be required to negotiate over changes to this subsection 7 which would be effective prior to July 1, 2016.

8. Only the spouse and dependents of the retiree at the time of retirement shall be eligible for retiree medical benefits.

(b) Each employee shall contribute one percent (1%) of base salary to the retiree medical trust fund. For the purposes of this contribution, the member's base salary shall not include any payments made for extra duty, overtime, longevity or shift premiums. Contributions to the trust fund shall be used exclusively for the purpose of funding liabilities associated with retiree medical benefits.

SECTION 3. The City reserves the right to change the method of administering its benefit plan and unilaterally select the insurance agent for such plan administration. In the event that the City were to change from the current self-insured method and return to an insurance carrier method where an outside insurance company would provide both insurance and plan administration services, then the city would reserve the right to unilaterally change insurance carriers. However, prior to actual implementation, any such change in the method of insuring, or in the insurance carrier, or in the agent performing plan administration services, shall first be communicated to the Union, which shall have the opportunity to review plan documents. Further, any such change shall result in equal and/or better benefits than

provided before the change in insurance carrier or self-insurance program, and there shall be no break in service or coverage. Once a change is implemented, in the event that a disagreement between the parties arises over such change as it relates to differences over the level of benefits or method of claims payments and procedures, the issue(s) may be submitted to expedited arbitration or to a mutually agreed upon arbitrator(s), the costs of which shall be shared equally by the parties.

SECTION 4. The spouse of a deceased employee shall have the right to continue in the City's group medical insurance program, at the spouse's own cost, by paying 50 percent of the premium to the City on a monthly basis. If the deceased employee had twenty (20) or more years of service with the Norwalk Police Department, or if the employee was killed in the line of duty, the City will continue to pay the cost of the medical insurance coverage, subject to the same premium cost share as would have applied to the deceased employee, for the spouse and eligible dependent children until the spouse a) remarries or b) received substantially comparable benefits through another employer or c) up to the date on which the deceased employee would have attained age sixty-five (65), at which time Section 2, paragraph 3, above shall apply.

SECTION 5. Whenever an employee covered by the terms of this Agreement is suspended without pay, the premiums on all insurance policies shall continue to be paid by the City of Norwalk, throughout the suspension period, as a loan to the employee throughout the suspension period, provided, however, that if the employee is not reinstated, the amounts advanced to pay such premium shall be a debt due the City and promptly repaid.

SECTION 6. The City shall have the right to adopt health care cost containment measures and cost management techniques, including but not limited to:

- 1) requirement for pre-admission certification;
- 2) mandatory second surgical opinions;
- 3) limitations on diagnostic and in-hospital testing;
- 4) restrictions on day of admission;
- 5) peer review.

It is not the purpose of a second surgical opinion program to interfere with the decision between the patient and the physician whether or not to have the surgery. Rather, it is to help the patient obtain additional information as to the need for the surgery.

Limitations on diagnostic testing and pre-admission screening shall not result in employee liability for payment in an emergency where the doctor or hospital makes decisions that are out of the employee's control.

The implementation of cost containment measures shall not result in any reduction of health benefits. The Union shall be given the opportunity to review and comment on any cost containment measures which amend the present program prior to implementation.

Failure to comply with the cost containment measures of the health benefit plan summarized in Appendix C shall be penalized in accordance with the plan provisions.

In the event that the cost containment program determines that there is not confirmation of medical necessity for a procedure, or need for inpatient treatment or additional days of stay in a hospital or other treatment facility, the employee who elects such procedure, inpatient treatment or additional days of stay shall receive fifty percent (50%) of the benefit to which he/she would otherwise be entitled under the medical plan. An employee who follows the procedural requirements for second surgical opinions shall not be subject to a 50 percent reduction even if he/she decides to have surgery which the second opinion recommends against.

The medical benefit plan as summarized in Appendix C shall include an appeal procedure by which an employee may seek review of:

- 1) a decision concerning lack of medical necessity; and/or
- 2) imposition of a penalty.

The appeal procedure provided by the health benefit plan administrator(s) shall be the exclusive method of resolving an employee's claims concerning coverage, medical necessity, amount of payment or other element of coverage or benefits. Such claims must be filed with the health benefit plan administrator(s) within the time established by the plan administrator. Such claims are not subject to the grievance and arbitration provisions of this Agreement, with the sole exception that the Union may process a grievance, by filing at Step 1-A of the grievance procedure within the time set forth in Article 20, Section 2, if it alleges that the City is not complying with an express provision of Appendix C of this Agreement.

SECTION 7. The City shall provide and pay for life insurance for each employee in the amount of his/her base salary as set forth in the applicable Appendix to this Agreement, with a double indemnity rider.

SECTION 8. Waiver of Medical Coverage. Effective with the first full plan year following approval of the 2010-2013 Agreement, an employee who is eligible for health benefits in accordance with Section 1 of this Article may voluntarily elect to waive such benefits for a full plan year and, in consideration of such waiver, the employee shall not be required to pay the required premium cost sharing. An employee seeking to waive participation in the health benefits of Section 1 must:

- a) complete a written waiver on a form provided by the Personnel and Labor Relations office;

- b) provide evidence of similar coverage under another health benefit program;
- c) submit the above during the open enrollment period for the coming plan year.

If an employee waives the health benefits of Section 1 for a plan year and does not affirmatively withdraw the waiver for a new plan year, the waiver shall remain in effect for the new plan year commencing July 1.

An employee who waives health benefits shall be eligible to re-enroll only as follows:

- a) during open enrollment for a new plan year; or
- b) within a plan year, upon the occurrence of a qualifying event as defined by law, and submission of documentation to the City of such qualifying event.

Re-enrollment within a plan year shall be effective the first of the month following at least thirty (30) days' written notice to the Personnel and Labor Relations office with documentation required to support the need for the change.

ARTICLE 12 LIABILITY INSURANCE

The City shall provide adequate coverage for each and every member of the Norwalk Police Department to protect said members from suit and liability for actions alleging assault, battery, brutality, false arrest and any other tort while committed in the performance of duty, as required by State Statutes.

ARTICLE 13 ACTING OFFICERS

Whenever a regular member of the Police Department is assigned by the Chief or his/her designee to work in a higher classification than his/her regular classification, i.e., Acting Sergeant, Acting Lieutenant, and Acting Captain, such member shall receive the difference between his/her regular pay and the next higher pay step in the scale for the higher classification in which he/she serves in the acting capacity.

ARTICLE 14 RESIDENCE

All members of the bargaining unit (except members of the Emergency Services Unit) shall be allowed to live anywhere within forty (40) miles of Police Headquarters. Members of the Emergency Services Unit shall be allowed to live anywhere within thirty (30) miles of Police Headquarters.

ARTICLE 15
PROBATIONARY APPOINTMENTS

SECTION 1. A new appointment shall be for a probationary period of one (1) year following completion of certification, including the POST Academy and field training, for newly hired police officers. The one-year period shall begin on the last day of his/her field training except that the probationary period may be extended at the discretion of the Commissioners or the Chief, provided such extension shall be for a period of no more than an additional six (6) months, and the individual employed shall receive a warning, in writing, of such extension a reasonable time prior to the end of the probationary period. During the probationary period of a newly hired police officer, the Chief or the Board of Police Commissioners may terminate the employment of such employee in his/her/their sole discretion, and such decision shall not be subject to review in the grievance procedure or arbitration. Upon request, the employee shall be entitled to a meeting with the Chief or his/her designee to discuss the reason(s) for termination.

SECTION 2. The probationary period for promotion shall be for a period of six (6) months and may be extended at the discretion of the Chief, provided such extension shall be for a period of no more than an additional six (6) months, and the individual employee shall receive a warning, in writing, of such extension a reasonable time prior to the end of the first six (6) month period.

The promotional probationary period for Sergeant shall include a cross-training period for such time as the Chief determines, but not to exceed six (6) weeks. During the cross-training period, the Sergeant shall be assigned to shifts and squads at the discretion of the Chief. The employee shall be given notice of the shift and squad assignments at least one week in advance. If the probationary Sergeant is absent due to vacation, illness or injury for during the time of the cross-training, the end-date may be extended by the number of days of such absence.

There shall be no evaluation process applicable to the cross-training period beyond that which is provided under Article 27, Section 7.

After receiving a probationary appointment, no member of the Department shall be ordered to return to his/her previous duties without first receiving in writing a statement indicating why his/her performance during the probationary period was not satisfactory and without first being permitted to request and receive a hearing concerning his/her impending return to his/her prior duties by the Chief of Police as provided in Article 20, Section 2, Step 2. The appointee shall be entitled to be represented by counsel be accompanied by a Union representative. If, after such hearing, the Chief of Police determines that the appointee should be returned to his/her previous duties, the appointee shall at once return to such duties without invocation of injunctive relief or other court action, and it is expressly agreed that the relief afforded by this Article is in lieu of any right of appeal and such a right of appeal, if it exists, is hereby waived by both the City and the Union. The appointee's return to his/her

previous duties, however, shall in no way prejudice his/her right to further prosecute his/her grievance with the Connecticut State Board of Mediation and Arbitration, as provided in Article 20 of this Contract.

SECTION 3. When a probationary employee is attending training at the Police Academy or other outside training program designated by the City, the employee shall work the schedule set by the Academy or training facility and shall be paid their regular weekly pay as a salary, without additions or deductions based on hours of the training schedule. The City shall hold the Union harmless with respect to any claims that this provision is invalid.

ARTICLE 16 COMMUNICATIONS

SECTION 1. Any officer assigned to work in the Communications Department and any officer below the rank of Sergeant assigned to work on the desk shall receive an additional three percent (3%) of his/her normal hourly salary for all hours worked in said Department or on the desk. The premium paid under this Article shall not be considered a transfer, assignment, promotion or appointment governed by Article 18 of this contract.

SECTION 2. (a) The City of Norwalk may civilianize police communications. Civilization will not reduce the number of sworn personnel nor the adequacy of supervision/supervisors in patrol/on the street. No change in police function or the chain of command will occur. During the transitional period, pay differential(s) will remain in effect. It is understood that there may be a civilian communications manager in charge of administrative matters.

(b) The Norwalk Police Union President, or his/her designee, shall be a member of the Public Safety Advisory Board for the City of Norwalk.

ARTICLE 17 EXTRA WORK AND OVERTIME

SECTION 1. All extra work, both for the City and private organizations wishing to hire off-duty officers, shall be performed by regular full-time Norwalk Police Officers. In the event no regular full-time officer volunteers for said available work, the Chief of Police may order a regular full time Norwalk Police Officer to said work.

SECTION 2. Department records indicating the total number of extra assignments, including work outside the Department and the number of extra hours each officer has received, shall be available to the President of the Union and/or designee for inspection. Copies of the payroll records, including work outside the Department, shall also be made available to the President of the Union on request for inspection.

SECTION 3. Extra Work. All extra work, with the exception of forty percent (40%) of extra work funded by grants, shall be distributed as equally as possible among the regular

full-time Norwalk Police Officers of the Department desiring such extra work, in accordance with the following.

1. Except as provided herein or as otherwise agreed by the parties, all extra work shall be posted, with the exception of forty percent (40%) of extra work funded by grants.
2. All extra work which comes in prior to the weekly posting deadline shall be posted on Friday unless the extra work is scheduled before the weekly posting on Friday.
3. Officers shall sign up in seniority order for the posted extra work. Exceptions to seniority may be made if the job is designated as (1) supervisory or (2) for a particular sex or other b.f.o.q. In such cases, sign-up shall be in accordance with present practice.

A posted job not taken in the Friday sign-up may be assigned or cancelled by the City, in its discretion, in accordance with existing practice.

4. Any officer wishing to be considered for extra work must do so by contacting the extra work office and having his/her name added to the extra work list and the secondary list. These officers will be eligible for all extra work jobs. The officer's name will remain on the lists until the officer contacts the extra work office in writing to remove their name from either of the lists. Officers may choose to remove or add their name onto the extra work list or secondary list at any time. A secondary list shall be established by seniority, starting with the most senior officer to the least senior officer. Each officer on the secondary list shall have no more than two (2) telephone numbers on the list.
5. The secondary list will begin at the point at which the weekly sign-up ended. The extra work list and secondary work list will be continuously rotating starting with the most senior person at both weekly and monthly sign ups. Any extra work job called in after the weekly posting must be offered to the next available senior person on the secondary list. This must be done by both the extra work office or, in their absence, the applicable uniform division commander or designee. The extra work office will notify the on duty uniform shift commander of all extra work that needs to be filled at the closing of the extra work office. The on duty shift commander will also be responsible to notify the oncoming commander and/or the extra work office of all available extra jobs needing officers to work.
6. If an extra work job becomes available after the weekly sign-up, the extra work office or in their absence the appropriate shift commander or designee shall call the next officer on the secondary list. Calls will be made to each officer on the secondary list, using the two (2) telephone numbers provided by each officer on the list and they will be offered all available work. The officer

taking the extra work job(s) may take job(s) totaling eight (8) hours. At no time may an officer combine jobs totaling more than eight (8) hours. When a call is placed, if applicable a message shall be left stating the time called and that extra work is available and who to contact. Once calls are placed, officers will be allowed up to ten (10) minutes to return a call for the available extra work. If no call is received within the ten (10) minutes, the next junior officer on the secondary list will be offered the work. This process will continue until all extra work has been taken. It is the responsibility of the person calling to check the daily assignment schedule to see if the officers being offered the extra work jobs are presently working so the officers can be notified of the availability of the extra work. If all persons on the secondary list have refused the extra work job, then the job may be offered to any officer. If no officer takes the work, the shift commander shall be notified and may order an officer to work said job.

7. In the event an officer decides (for any reason) that he/she will be unable to work an extra work assignment, that officer must notify the extra work office not less than four (4) full days in advance of the extra work assignment so that a replacement can be found. Once such 4 day notification is given, that officer will no longer be responsible for the assignment.

Officers may turn in an extra work assignment to the extra work officer within the four (4) day period prior to the assignment so that a replacement may be found. However, if no replacement is found, the originally assigned officer is responsible for working the assignment. If such officer does not work the extra work assignment and no replacement was found, that officer will be deemed to have violated the extra work procedure. It is the responsibility of the originally assigned officer to determine if a replacement has been found. Officers turning in extra work assignments within four (4) days of the assignment during a time when the extra work office is closed may turn in the assignment to the uniform division shift commander or designee who will attempt to find a replacement by using the secondary list. If the extra work office opens prior to the day of the assignment, the assignment slip will be turned over to the extra work office to find a replacement.

No officer may take an overtime hire or extra work assignment knowing there is a conflict with an extra work assignment unless ordered-in because of an emergency. If an officer does so, the officer will be deemed to have violated the extra work procedure.

8. In an event an employee violates these procedures for extra work assignments, said violation shall be put to a Panel of the Union Executive Board. Said panel shall include at least three (3) members of the Executive Board and shall determine, by a majority vote, if, in fact, a violation had taken place. If the Panel determines a violation of the extra work procedures has taken place:

The first violation, by that officer, shall be one (1) week's suspension from extra work assignments.

A second violation shall be a two (2) week suspension from extra work assignments.

A third violation, shall be a thirty (30) calendar day suspension from extra work assignments.

A fourth, and any subsequent violation, shall be a three (3) month extra work assignment suspension.

Such suspension period shall commence from the date the extra work committee determines that a violation had been committed. The life span of each violation will be two (2) years from the date when the violation occurred. Thereafter, the violation may not be used against the officer for extra work violation purposes. The suspension period will be based on the number of violations less than two (2) years old in the officer's file. Violations may include excessive tardiness to one or more assignments, leaving the jobsite numerous times or for an extended duration of time, or any other action or inaction that constitutes malfeasance of duty during an extra duty assignment. If through the appropriate process it is determined that a violation has occurred, a verbal or written warning may be issued by a member of the Union Executive Board to the member who committed the violation. The decision to issue a warning in place of a suspension will be determined by majority vote (minimum 3 Executive Board members) of the Union Executive Board.

Any decision, by the Executive Board Panel, relating to extra work suspensions, shall not be grievable or arbitrable.

This shall not in any way limit the Chief's right to take disciplinary action for just cause.

9. If there is an error in the distribution of extra work, the employee who should have received the extra work but was not granted the assignment will be offered the first extra work opportunity which is the same duration as the missed assignment and does not conflict with his/her regularly scheduled work hours. This shall be the exclusive remedy for a violation of the extra work distribution procedures.
10. Effective as soon as practicable following approval of the 2010-2013 Agreement, the posting, sign-up, extra work list, secondary list and other procedures for distribution of extra work shall be converted to an electronic, on-line process which shall duplicate the existing process as much as possible. The City shall consult with the Union during development of the new process.

The Union shall designate a representative to participate in all meetings between the Police and Information Technology Department concerning the development of the on-line process for distribution of extra work.

SECTION 4. Overtime. All overtime work, with the exception of forty percent (40%) of overtime hiring for work funded by grants, shall be distributed as equally as possible among the regular full-time Norwalk Police Officers of the Department desiring to work overtime, in accordance with the following:

1. A seniority list shall be established for all officers in each rank (seniority is based on time in the rank). All overtime shall be distributed in each rank based on availability of overtime in the rank and division.
2. All overtime in each division shall be offered to the most senior officer in the rank by rotating through the seniority list until the overtime is taken. All overtime lists shall be continuous rotating lists. Each officer on each of the seniority lists shall have no more than two (2) telephone numbers. When overtime becomes available, both numbers will be called and a message regarding the type of work and who to call to accept such work will be left if applicable. Each officer will have up to ten (10) minutes to return a call accepting the overtime hire before the next junior officer is offered the work.

Forty percent (40%) of the overtime hiring for programs or activities funded by grants shall be at the discretion of the Chief or his designee, based upon needs and generally offered only to those assigned to the grant funded program or activity.

Detective Division (Including Detectives Assigned to Special Services).

1. The Division will establish a seniority list starting with the most senior detective to the least senior detective. When detective overtime work becomes available, the most senior detective will be offered the work and if the detective declines the work, the next junior detective will be offered the work. This process will continue until the overtime is taken. Once the overtime hire is taken, the next junior detective will be the next detective to be offered the next overtime work. This process will be a continuous rotating list.
2. No detective or detective supervisor may take vacation or time-owed and subsequently be hired for overtime on the same day for their assigned shift unless vacation and time-owed were previously approved at least seventy-two (72) hours previously.
3. No detective supervisor may hire him/herself without the approval of an officer of higher rank.

Patrol Division.

1. The Patrol Division will establish a seniority list for each shift, one for officers and one for supervisors. The list(s) will start with the most senior to the least senior wishing to work each shift. The shift commander of each shift shall post the overtime list(s) so officers and supervisors are able to know where the list begins or ends. The shift commander will offer overtime according to the continuously rotating seniority list. For each new overtime hire, the list(s) shall start after the last officer or supervisor who took the last overtime hire.
2. Once all the officers and supervisors on the shift(s) who are off have been offered the work and there are overtime positions still available, then a master list of all patrol officers and shift supervisors desiring to work that shift will be used to fill the overtime position. The patrol master list(s) will start with the most senior to the least senior desiring to work each shift. This list(s) will be continuous and start with the next junior officer/supervisor once the overtime hire has been taken.
3. If an overtime hire for supervisor exists after going through the patrol master list, then the overtime will be offered to Sergeants of other divisions based on rank seniority.
4. No patrol officer or supervisor may take vacation or time-owed and subsequently be hired for overtime on the same day for their assigned shift unless vacation and time-owed were previously approved at least seventy-two (72) hours previously.
5. No supervisor can hire him/herself without the approval of a higher rank.

If a division needs to fill overtime hires from outside of their division, the commander of that division shall fill the overtime hire within their own rank. If overtime hires cannot be filled by officers within their own rank, then officers of the next lower or higher rank may work that overtime hire, except that no rank above patrol officer may work in the patrol division.

If there is an error in the distribution of overtime, the employee who should have been called to work but was not called will be offered the next available overtime opportunity which is the same duration as the missed assignment and which does not conflict with his/her regularly scheduled work hours. This shall be the exclusive remedy for a violation of overtime distribution procedures.

SECTION 5. Rates.

- (a) The rates to be charged for all extra duty assignments shall be as follows:

- 1) All City agencies: time and one-half (1½) the officer's straight time hourly rate of pay.
- 2) All others: time and one-half (1½) the Patrol Officer maximum hourly rate.
- 3) Extra work for the Norwalk Housing Authority shall be time and one-half (1½) the officer's straight time hourly rate of pay.
- 4) All grant hires will be paid at time and one-half (1 ½) the Patrol Officer maximum rate, except when a supervisor working a grant hire works within the capacity of his/her rank. Up to forty percent (40%) of grant funded overtime shall be allocated as deemed appropriate by the Chief or his/her designee and overtime hires with those funds need not be posted. All other extra work on grant funded assignments shall be made available to all officers of all ranks and posted and filled in accordance with the provisions of this Article. The Union shall be provided with information on the use of grant funds for extra work so that the Union may oversee the use of the funds in accordance with this provision.

The rates set forth herein may be modified by mutual agreement of the Union and the Board of Police Commissioners. Each party agrees to give full consideration to the other's request.

(b) In situations where the Department deems it necessary and appropriate to have a supervisor assigned to function in a supervisory capacity for extra duty, the supervisor's rate shall be two dollars (\$2.00) per hour above the applicable hourly rate specified in Section 4(a) above. However, the provisions of this paragraph shall not apply to those situations where the officer is receiving an extra duty rate based on time and one-half (1 1/2) of his/her normal hourly rate.

(c) In addition to the charge for the officer's time, the City shall charge and receive a surcharge of fifteen percent (15%).

(d) When an employee is off duty, sick or injured for his/her regularly scheduled department tour of duty, then that employee will not be eligible for an extra duty assignment until twelve (12) hours after the regularly scheduled department tour of duty would have been completed, had the employee worked.

(e) If a "good faith" error is made in the assignment of extra work or overtime the aggrieved officer will receive "make up time". Make-up opportunities will be discussed between the aggrieved officer, the Union Extra Work Committee, and the Extra Work Office to resolve the error. Make-up time must be scheduled as soon as possible of notification of the resolution of the issue and cannot be changed except for serious exigent circumstances or conflict with the availability of an extra work job or overtime hire.

SECTION 6. Even if there is sufficient advance notice to provide for the offering of overtime on the basis of the process outlined in this Article, the following exceptions to seniority are permitted:

1. If the position has a specified bona fide occupational qualification, that qualification will take precedence over seniority.
2. Within the Detective Division and/or Special Services unit, case-specific work shall remain with the assigned officer, and will not be distributed on the basis of seniority.
3. If an officer must be held over on a shift to complete an assignment or paperwork, that overtime need not be offered on the basis of seniority.

ARTICLE 18 PROMOTIONS

SECTION 1. All Detectives in the Detective Division will be considered to have been appointed to such position as a result of a promotion. No member of the Department shall be eligible for promotion to the rank of Detective unless he/she had, at the time of making application for promotion, at least three (3) years of service as a regular member of the Department. After a field trial probationary period and if permanently appointed to the Division, permanent members of the Department shall receive a Detective's badge and shall turn in their old badge.

SECTION 2. No member of the Department shall be eligible for promotion to the rank of Sergeant unless he/she had, at the time of making application for promotion, at least five (5) years of service as a regular member of the Department. No member of the Department shall be eligible for promotion to the rank of Lieutenant unless, at the time of making application for promotion, he/she has attained the rank of top grade Sergeant. No member of the Department shall be promoted to the rank of Captain unless he/she has attained the rank of top grade Lieutenant. No member of the Department shall be promoted to the rank of Inspector unless he/she has attained the rank of top grade Lieutenant or above.

SECTION 3. All promotions within the Department to ranks up to and including the rank of Captain are to be made only after a competitive examination which is to be administered under the direction of a duly established, impartial agency. The parties recognize the right of the Board of Police Commissioners to appoint without restriction the Deputy Chief and Chief of the Police Department. Such agency shall provide for closed competitive examinations within the Department and only the individual obtaining the highest total grade shall be promoted to such position as may exist subject to the availability of funds for such promotion. In the event that more than one position exists during the term of the promotional list, these openings shall be filled on the basis of the standing of the members on the

promotional list with each position being filled by the member then standing at the head of the promotional list with the highest total grade.

The following weights and ratings shall be considered in arriving at the respective total grade for examinations:

Rating	Weight
Written Examination	45%
Assessment Center	40%
Seniority	15%

All candidates must receive a minimum score of seventy percent (70%) on the written examination in order to be eligible for a final grade covering all factors involved.

A minimum total score of seventy percent (70%) is required for inclusion on a promotional eligibility list.

An assessment center process shall be used, with the ratings and weights set forth above, for promotions to the ranks of Detective, Sergeant, Lieutenant and Captain. Only those candidates who pass the written examination with a grade of 70 or more shall be eligible to participate in the assessment center segment of the examination. A maximum of twelve (12) officers with the highest ranking scores shall participate in the assessment center process. The ranking for the purpose of selecting the twelve who will take part in the assessment center process shall include the score (of 70 or more) on the written examination and seniority, with the weights as set forth above. Seniority will be calculated using the date of hire and the date of the written examination.

The written exam score and the seniority score will be calculated according to their respective weights and a rank order list will be established from the highest to lowest based on the combined score (45 % written exam and 15% seniority score). From the rank order list, the top twelve (12) scores will proceed to the assessment center portion of the promotional testing process. In the event that more than one candidate(s) are tied for twelfth (*i.e.* the candidates have equal weighted combine scores), then the number of candidates proceeding to the assessment center will include all of those candidates tied for twelfth.

In the event that the final list for a rank is exhausted and there is a vacancy in that rank prior to the expiration of two years, the City and the Union may agree to have another assessment center for those who passed the written examination but were not among the twelve who took part in the assessment center.

SECTION 4. The eligibility list shall be maintained for future vacancies during the next two (2) years following the date placed on the final promotional list by the examining agency. Only those individuals currently serving in the ranks of Captain and below shall be eligible for promotional examination and only to the next higher rank, except a Patrol Officer may be promoted directly to the rank of Sergeant.

SECTION 5. Promotional tests shall be given within twenty four (24) months after a promotional test has expired; provided, however that the City need not administer a promotional test for the rank of Captain unless and until the City determines that there is a Captain's vacancy and that the vacancy will be filled. The City may give a promotional test sooner if the need exists.

ARTICLE 19 DISCIPLINARY ACTION

SECTION 1. The Chief of Police shall be responsible for administering discipline for all regular members of the Police Department.

When the Chief is considering serious discipline (suspension or discharge) of an officer, the Chief shall hold a pre-disciplinary hearing prior to the imposition of discipline. The Chief shall give the employee and the Union at least five (5) calendar days notice of such hearing, which notice shall set forth the reasons why the Chief is considering serious discipline. With the notice, the Chief or his designee shall provide the officer and the Union with a copy of the report of an Internal Affairs investigation, if any, concerning the matter. At the hearing, the officer may be represented by the Union. The officer and/or the Union may give reasons at the hearing why discipline should not be imposed, or mitigating circumstances.

Within ten (10) calendar days following the pre-disciplinary hearing, the Chief shall issue his final decision in writing to the officer and the Union. Within ten (10) calendar days following the Chief's decision, the Union may appeal the decision to arbitration in accordance with Article 20 of this Agreement, except that there shall be no right of appeal for a probationary officer.

SECTION 2. Any disciplinary action(s) taken by the Chief shall be supported by just cause.

SECTION 3. If an officer is arrested for a Class A or Class B felony, the Chief shall have the right to place that officer on administrative leave without pay immediately. If an officer is arrested for a Class C or Class D felony, or is arrested for any misdemeanor committed on duty, the Chief shall have the right to place the officer on administrative leave without pay after 30 days. The Chief shall notify the Union if he places an officer who is arrested on administrative leave without pay. The Union shall have the right to appeal, on the issue of administrative leave without pay only, to the American Arbitration Association. A copy of the appeal shall be sent to the Chief, the Corporation Counsel's office and the Director of Personnel and Labor Relations. The arbitrator selected through the American Arbitration Association shall render a decision on the appeal within 30 days of the hearing. The cost of the filing fees and the arbitrator's fee shall be shared equally by the parties. In the event that the arbitrator finds that the placement of the office on unpaid leave was not justified, the officer shall receive his contractual salary for the time spent on unpaid leave. During the time that an officer is on administrative leave without pay, the City shall continue to pay its

portion of the cost of health benefits for the officer provided that the officer pays his premium cost share.

SECTION 4. Complaints.

When a complaint is received from a person outside of the Norwalk Police Department or other department of the City, the officer receiving the complaint shall ask the complainant to give a sworn statement concerning the complaint. If the complainant gives a sworn statement, a copy of such statement shall be given to the Chief of Police, the Deputy Chief, the officer and the Union prior to any questioning of the officer regarding the matter.

When a complaint against a member of the bargaining unit is received by any supervisor, or by the Office of the Chief of Police or the Office of the Deputy Chief, the Union President or Vice President (if the President is unavailable) shall be notified of the complaint within seventy-two (72) hours of the complaint being made. The notification can be made by email or by phone call, and it will include the general nature of the complaint, as well as the identity of the officer(s) against whom the complaint is being lodged. The failure of a supervisor or administrator to follow this provision shall not preclude the administration of the department from conducting a complete investigation of the complaint and taking and action deemed appropriate based on the results of said investigation.

A supervisor who receives a civilian complaint against an officer will make notification via e-mail to the Chief, Deputy Chief and Union President as soon as practicable following receipt of the complaint. The e-mail will include the name of the officer as well as the general nature of the complaint that has been made. This procedure does not apply to criminal complaints or investigations.

Upon receipt of a complaint or other information that may lead to a criminal investigation of an officer's conduct, the officer receiving such notification shall immediately notify the Chief. Notification shall be given ONLY to the Chief unless the Chief is unavailable, in which case notification shall be given to the Deputy Chief. Notification may be given via e-mail or telephone, or in person.

Whenever the Chief or, in his absence, the Deputy Chief, orders an Internal Affairs investigation into an officer's conduct or a complaint against an officer, written notice shall be given to the officer and to the Union. Notice shall be given by completing the standard notice form. The notice will advise the officer of the general nature of the conduct or complaint under investigation and the approximate dates in question, if known. If the employee is not available, the form will be given to the Union and the Union will be responsible for notifying the employee. The findings of any such investigation, together with any supporting documentation, shall be forwarded to the Chief, the Deputy Chief, the officer and the Union. Should the investigation of any complaint filed against an officer disclose a reason to believe that a complaint is false, the Chief shall have the discretion to decide whether that also should be investigated.

SECTION 5. A limitation of one (1) year shall be placed, from the date of the alleged occurrence of a violation of the departmental rule and regulation by an employee, for the commencement of an Internal Affairs investigation of the employee, except that charges may be made at any time as a result of a conviction of a criminal charge, excluding minor motor vehicle violations. The Internal Affairs investigation shall be concluded within sixty (60) days; provided, however, that the officer assigned to conduct the investigation may extend this sixty-day period by up to thirty (30) days upon written notice to the Chief and Union that there are extenuating circumstances which have prevented concluding the investigation. Within twelve (12) days of the conclusion of the investigation (unless the Union agrees to an extension of this time limit), the Chief shall bring charges, if any, against the employee who was the subject of the investigation.

For the purpose of this section, “conviction” of a criminal charge shall include a conviction, a plea of guilty or a plea of *nolo contendere*.

SECTION 6. In the event of an incident which gives the supervisor reasonable cause to believe that an officer should be suspended immediately, the officer may be suspended for up to three (3) working days. Immediate notice of such suspension shall be given to Chief, the Deputy Chief and the Union via e-mail. The Chief or his designee shall promptly hold a meeting with the officer and the Union to determine whether continuation of the suspension is warranted or whether to restore the officer to active status pending investigation of the charges for which he/she was suspended. The Chief, upon conclusion of the investigation, will administer a further suspension if he/she determines it is warranted or justified.

SECTION 7. Generally, officers and the Union will receive a minimum of eight (8) hours notice prior to the officer being interviewed by internal affairs when they are the subject of an internal investigation. This requirement does not apply to emergency situations, as determined in the judgment of the Chief of Police. Notice to the Union shall be given by placing a copy in the Union’s mailbox located in the administrative offices.

ARTICLE 20 GRIEVANCE PROCEDURE

SECTION 1. Definition. For the purposes of this Agreement, a grievance shall be considered to be an employee or Union complaint concerning:

- 1) any disciplinary action;
- 2) any matter relating to the interpretation and application of this Agreement;
- 3) any act or condition with reference to wages, hours, working conditions, which the Union or any member of the Police Department believes to be unfair or improper or in violation of any term of this Agreement.

SECTION 2. Any regular member of the Police Department having a grievance shall seek adjustment in accord with the following procedures:

Step 1: Any member of the bargaining unit who has a grievance shall report same to the President of the Union or his/her Designee in writing, and signed upon a grievance blank made out in quadruplicate provided by the Union and filed by the Union or the Chief of Police or his/her designee within twenty-one (21) days of its occurrence. All pertinent evidence connected with the matter shall be entered on the grievance blank.

The aggrieved member, or the President of the Union, and Chief of Police or his/her designee shall attempt to settle the matter. In the event agreement is reached, the Chief of Police or his/her designee shall sign all four (4) copies of the grievance blank and return same to the aggrieved member or President of the Union. If the matter is not settled within ten (10) days from its receipt by the Chief or his/her designee and the aggrieved member, the Chief or his/her designee shall sign and return three (3) copies of the written grievance to the aggrieved member and shall maintain the Department's copy.

Step 1-A: Note: This Step applies only to grievances concerning matters which are outside the scope of the Chief's authority.

If subject of the grievance concerns issues which are outside the jurisdiction of the Chief, such as but not necessarily limited to wages, overtime calculations, insurance and retirement, a member of the bargaining unit who has a grievance shall report same to the President of the Union or his/her Designee in writing and signed upon a grievance blank made out in quadruplicate provided by the Union. All pertinent evidence connected with the matter shall be entered on the grievance blank. The Union may file such grievance with the Director of Personnel and Labor Relations within twenty-one (21) days of the occurrence giving rise to the grievance. The Director of Personnel and Labor Relations shall meet with the Union within fourteen (14) days after receiving the grievance in an effort to resolve the matter. The response of the Director of Personnel and Labor Relations shall be given in writing to the Union not more than seven (7) days after the meeting.

Step 2: If the matter is not settled at Step 1 or 1-A, as applicable, either party may refer the dispute to the Connecticut State Board of Mediation and Arbitration within ten (10) days after the receipt of the written decision of the at Step 1 or 1-A, as applicable; provided, however, that if the grievance concerns the discharge of an employee, the filing for arbitration shall be with the American Arbitration Association. The Union shall, simultaneously with any filing for arbitration, send a copy of such filing to the Chief of Police, the City's Law Department and the Director of Personnel and Labor Relations. The decision of the arbitrator(s) shall be final and binding on both parties. The arbitrator(s) shall have the power to uphold the action of the City or to rescind or modify such action.

SECTION 3. In the event that a member is suspended, he/she shall be provided with a written copy of the complaint against him/her within twenty-four (24) hours of his/her suspension and in no event shall he/she be required to attend a hearing before the Chief of Police without first receiving a written complaint five (5) days prior to said hearing.

SECTION 4. The time limits referred to in this Article shall be defined as calendar days and can be extended by mutual written agreement.

ARTICLE 21 ASSIGNMENTS

SECTION 1. The hours of work for each Division of the Norwalk Police Department shall be as follows:

Patrol Division and Communications Division:

- a. 11:00 p.m. to 7:00 a.m. - 1st Platoon
- b. 7:00 a.m. to 3:00 p.m. - 2nd Platoon
- c. 3:00 p.m. to 11:00 p.m. - 3rd Platoon

The Chief may establish work schedules for Sergeants in the Patrol Division which vary from the above by up to one hour (i.e. commencing one (1) hour earlier and/or one (1) hour later).

The Union and City agree that no more than four (4) patrol officers can be assigned to work the above divisions commencing one (1) hour later. This assignment shall be done by seniority bid in each platoon and reverse seniority shall prevail should no one bid this one (1) hour late shift.

It is understood and agreed by the Union that the Chief of Police may, at his/her sole discretion as a management prerogative, establish a fourth platoon which shall work the shift to be determined by the Chief of Police and the number of members of said platoon shall be determined by the Chief of Police. Said fourth platoon will be paid premium pay, pursuant to Article 10, Section 5, in proportion to the number of hours it works during the 3:00 p.m. to 11:00 p.m. shift or the 11:00 p.m. to 7:00 a.m. shift. Said fourth platoon shall be considered a regular shift for bidding purposes, and its members shall be determined by bid as hereinafter set forth.

Fourth Platoon: If the City establishes a Fourth Platoon and reduces the patrol staffing level of the First Platoon during the hours of 0300 hours to 0700 hours, the shift supervisor of the First Platoon shall have the authority to increase the staffing level of the First Platoon in order to meet the needs of patrol. If the shift supervisor increases such staffing levels, said supervisor shall have and may be required to show cause for the need to increase the staffing levels beyond the established minimum.

Personnel assigned to the Patrol Division shall continue to bid their shifts every four (4) months, except as otherwise provided in this Section.

Community Policing:

- a. Members assigned to community policing will work an adaptable eight hour shift within a twenty-four hour period.
- b. Community policing shall continue to be part of the Patrol Division.
- c. The first available non-supervisory assignment in community policing shall be part of the bidding process. Thereafter, on an alternating basis, such an assignment will not be part of the bidding process. Instead, the Chief shall make assignments to such positions from among those who are interested in community policing. In other words, the first assignment to an open position shall be by seniority bid, the second shall be an appointment of the Chief, the third shall bid by seniority, the fourth shall be the assignment of Chief, etc.
- d. Any supervisors assigned to community policing shall be selected by the Chief.
- e. The Chief may designate up to twenty (20) positions as part of community policing. All non-supervisory personnel shall be assigned to community policing in accordance with c above.

Detective Bureau: Rotate every other week.

- a. 8:00 a.m. to 4:00 p.m.
- b. 4:00 p.m. to 12:00 midnight

Detective Technician-Photographer shall not rotate, and shall work Monday through Friday 8:00 a.m. to 4:00 p.m.

The commanding officer(s) of the Detective Bureau and I. D. Division has the discretion to adjust shifts by two (2) hours with the consent of the employee(s).

Special Services: Hours as prescribed by officer in charge, but limited to investigations involving organized crime activities, vice, gambling and narcotics.

Complaint Bureau: Monday through Friday, 8:00 a.m. to 4:00 p.m. In his/her sole discretion, the Chief may add a 4:00 p.m. to 12 midnight shift for the Complaint Bureau. The commanding officer of the Complaint Bureau has the discretion to adjust shifts by two (2) hours with the consent of the employee(s).

Community Services: Hours as deemed necessary by the immediate supervisor.

Marine Division: Hours as prescribed by the Marine Division Officer in Charge. The Scuba team shall have, per month, a minimum of four (4) hours of team training per month, subject to budgetary approval.

Special Victims Unit: Monday through Friday, 8:00 a.m. to 4:00 p.m., and 4:00 p.m. to 12:00 midnight. The commanding officer of the Special Victims Unit has the discretion to adjust shifts by two (2) hours with the consent of the officer(s).

Traffic Enforcement Unit: In the event that the Board of Police Commissioners approves the establishment of a Traffic Enforcement Unit, and funding is provided for same, the following shall apply:

- a. The Traffic Enforcement Unit shall be part of the Patrol Division.
- b. The supervisor and the number of officers assigned to the Traffic Enforcement Unit shall be determined by the Chief. Assignments to the Traffic Enforcement Unit are at the discretion of the Chief.
- c. Officers assigned to the Traffic Enforcement Unit will work an adaptable eight-hour shift within a twenty-four hour work period. Officers assigned to the Traffic Enforcement Unit will work in squads, according to the yearly squad calendar.
- d. Training for officers assigned to the Traffic Enforcement Unit shall be as needed, subject to the approval of the Chief or his designee, and shall normally take place during an officer's normal tour of duty.
- e. Traffic Enforcement Unit duties will be as determined by the Chief or his designee.

Professional Standards Division: Hours as determined by the officer in charge.

SECTION 2. Emergency Services: Assignments to the Emergency Services Unit, consisting of the SCUBA team, SWAT Unit, Hostage Negotiating, and Intelligence Unit shall be made by the Chief of Police, who shall have the right to determine the number of employees assigned to each unit. These units shall have, per month, a minimum of four (4) hours of team training, subject to budgetary approval.

SECTION 3. Canine Unit:

The Canine Corps is an established unit within the Patrol Division. Assignments for the Canine Unit shall be made by the Chief of Police, who shall have the right to determine the number of employees assigned. A supervisor shall be designated as the officer in charge.

- (a) All members of the Department shall be eligible for the Canine Unit. The Chief of Police may consult with the Canine Unit Supervisor and/or the

Canine Unit Trainer for identification of the most qualified candidates. The final authority for assignment to the Unit shall be the Chief of Police.

- (b) Employees who cannot physically participate in the Unit shall be removed.
- (c) Assignments of the Canine Handlers within the department shall be at the discretion of the Chief of Police.

Canine Handlers assigned to platoons within the Patrol Division shall bid their assignments each bid period. The Handlers shall bid among other Handlers, in order of seniority within the Unit, for assignments to existing platoons. The purpose of this process is to ensure equal distribution of Canine Handlers among the existing platoons. The Chief of Police shall assign the Canine Handlers in the event the Handlers cannot agree on their desired assignments. The Chief of Police may assign Canine Handlers to either Patrol or to a specialized unit(s).

- (d) Care: Each Canine Handler will receive ninety dollars (\$90.00) per month, subject to budgetary approval, but not less than forty-five (\$45.00) per month, to be used for feeding and other related care, exclusive of medical treatment by a Doctor of Veterinary Medicine.
- (e) Training: Each Canine Handler will be afforded at least twelve (12) eight (8) hour training days per fiscal year (July 1 to June 30), subject to budgetary approval. The Chief may approve additional days of training. The Canine Unit Supervisor will designate the dates and times. Handlers who miss training, for whatever reason, will not be allowed make-up time.
- (f) The officers shall receive a one (1) hour reduction from a normal work shift. This reduction shall be from the beginning or end of a normal work shift. This shall be determined through mutual agreement of the shift Commander and Canine Handler based on shift needs. If a mutual agreement cannot be reached, the Chief of Police shall make the final determination.
- (g) On those days on which a Canine Handler is not scheduled to work, the officer shall receive one hour of pay at one half (1-1/2) times the state minimum wage rate.
- (h) Canine Handlers shall be assigned take home vehicles. Use of the vehicles shall be restricted to:
 - 1) transporting the police service dog (PSD) to and from work;
 - 2) transportation to and from training required by the department;

- 3) other law enforcement purposes approved by the Chief or Deputy Chief of Police.

The department shall retain the right to remove from a Canine Handler, any issued vehicle that is being used in violation of this agreement. The Handler shall relinquish said vehicle immediately upon being ordered to do so. The use of the department vehicle shall not be considered a right of employment and the department shall have the right to take away the exclusive right to the vehicles if the patrol fleet is reduced to a level rendering that action necessary.

Once a Canine is determined not fit for further duty as a PSD, the ownership of the PSD shall revert to the Canine Handler. The City shall no longer pay for feeding and care of the animal, shall no longer be responsible for veterinary costs, and shall no longer compensate the Handler in the manner described in this section.

SECTION 4.

(a) All members of the Department shall be eligible for assignment to the Emergency Services and Canine Units, but final determination as to the selection onto the Units shall rest with the Chief of Police.

(b) Employees who cannot physically participate in the Unit shall be removed from said Unit(s).

(c) Training for such Units shall be mandatory and, under most circumstances, shall be on employer time, whenever possible. However, if employees are required to attending training, other than on employer time, compensation for such mandatory training time will be at time and one-half (1 1/2). Compensation will be in the form of monetary compensation. However, the employee may request that compensation be paid in the form of compensatory time off; approval of such requests will be at the discretion of the Commanding Officer. Employees who do not attend all of the training may be removed from the Unit at the discretion of the Chief of Police.

(d) Participation in the Emergency Services and Canine Unit(s) shall be voluntary on the part of the employee.

(e) Whenever an officer is required to have a medical examination, the officer shall use the health benefit plan to cover the cost of the medical examination. If there are special tests needed due to the officer's participation in a special team or assignment and those tests are not covered by the health benefit plan, the Police Department shall reimburse the officer for the cost of such tests.

SECTION 5. Any existing position not mentioned above shall work Monday through Friday, 8:00 a.m. to 4:00 p.m.

If the City creates a new unit or a new position, and the Chief determines that the work schedule should be other than Monday through Friday, 8:00 a.m. to 4:00 p.m., the City and the Union shall negotiate over the days and hours of work for the new unit or position.

Assigned administrative or headquarters personnel shall generally work 8:00 a.m. to 4:00 p.m. An officer so assigned may request an adjustment in these hours. The Chief or his/her designee may permit such adjustment in his/her sole discretion. Such adjustment shall not entitle the officer to any premium pay or shift differential based on the hours affected.

Administrative or headquarters personnel may be ordered by the Chief or his/her designee, in their sole discretion, to work adjusted hours as exigent circumstances may require. An adjustment in hours resulting from an order shall entitle the officer to premium pay or shift differential if the contract calls for such for the hours he/she is ordered to work.

The Chief has the discretion to adjust the shift by two (2) hours with the consent of the employee.

SECTION 6. Prior to any change in hours by the Chief of Police, they shall be negotiated with the Union. The provisions of this section shall not apply to the provisions of Section I regarding the fourth platoon.

SECTION 7. Non-Compulsory Training.

(a) All training will be reasonably and adequately posted in areas visible to all union members. All training will be posted and all officers expressing a desire to receive specific training will be given consideration. Officers seeking or interested in specialized training will contact the Training Division supervisor and place their name on a list for training.

(b) Training decisions may be made based on budgetary constraints.

(c) Officers may elect to shift their regular scheduled working hours by mutual agreement to attend training in lieu of working the shift. If an officer does not wish to adjust his or her schedule to attend training, the offer may be withdrawn. In the event an officer agrees to shift his or her hours to attend training in lieu of work, that officer shall be compensated pursuant to the existing bargaining agreement for any travel time incurred to attend training. If an officer agrees to shift his or her hours of work to attend training, and the officer's platoon or squad is required to hire overtime to fill the vacancy created by that officer shifting hours, that officer shall be given first opportunity for that overtime assignment.

(d) Officers may not change their days off to attend training. Officers who attend training on their scheduled day off will be compensated pursuant to this Agreement.

(e) Training of Specialized Units addressed in this Agreement shall not be impacted or affected by this Section.

SECTION 8. Indefinite term assignments which exceed four (4) months and transfers to positions, any of which may be established by the Police Commission, calling for a higher pay rate than the regular rate for the rank from which the individual shall be assigned shall not be filled without proper competitive examination, as outlined in Section 3 of Article 18.

SECTION 9. (a) The assignment of Detective Technician-Photographer shall be exempt from the provisions of this Article. The individual filling that special assignment shall be a Detective selected by the Chief based on his/her qualifications for the assignment; provided, however, that if there is no Detective who is qualified to perform the duties of the position, the Chief shall not be required to select a Detective. The individual selected shall be paid at Detective rates.

(b) The Union acknowledges that the City may decide to employ a civilian to perform photography work. No reduction of the sworn force shall occur.

(c) Information Technology Officer: Hours as determined by the Chief of Police. When the officer currently assigned as Information Technology Officer is reassigned, or resigns or retires, the City shall have the right to fill the function with a non-bargaining unit employee(s), in its sole discretion. The officer currently assigned as Information Technology Officer shall not be reduced in rank as a result of reassignment.

SECTION 10. Effective in the first pay period following ratification of this 2013-2016 Agreement, for any shift that a Field Training Officer has a probationary officer assigned to him or her for the shift and evaluates the probationary officer's performance for that shift, the Field Training Officer shall receive two (2) hours of pay at the rate of time and one-half his base hourly rate. The FTO may not elect compensatory time in lieu of this payment.

ARTICLE 22 SENIORITY

SECTION 1.

(a) Seniority as a member of the Police Department shall be based upon the length of service as a member of the Department.

(b) Seniority shall begin to accrue from the date a Supernumerary becomes a regular member of the force, at which time he/she will be given a concurrent seniority number and, from that date, seniority shall continue to accrue during his/her period of service. In the case of identical dates of acceptance as a regular police officer, the person, or persons, with the highest Academy grade shall receive preference. In case of identical dates of transference to duty in a supervisory capacity, the person or persons with the highest total grade shall receive preference. For currently POST certified officers, in the case of same

date of hire, the officer with the greatest length of service as a police officer shall receive preference.

(c) Seniority shall help govern all members of the Police Department in cases of vacations, promotions, demotions, retention in case of a reduction in force and assignment to a shift in accordance with the yearly squad calendar.

(d) The Chief of Police shall publish in the Order Book a seniority list. Copies of this list shall be made available to all members of the Department. Such list shall be known as the "Police Officers' Seniority List" and shall contain the names of all police officers entitled to seniority, whether active or inactive, and the dates of the police officer's acceptance on the force.

(e) Within ten (10) days after January 1 and July 1 of each year, the chief shall bring up-to-date and post in the order book a Revised Police Officers' Seniority List. This list shall contain, in proper date, the names of all police officers then entitled to seniority. Copies of this list shall be made available to all members of the Department. Police officers shall have thirty (30) days after the posting of such list in which to protest to the Chief of Police any omissions or incorrect posting affecting their seniority on this revised list. Such protest shall strictly conform to errors or changes subsequent to the posting of the list.

(f) Regular members of the Department shall bid shifts every four-month period in accord with the yearly squad calendar, except as otherwise provided in Article 21.

(g) The Chief shall determine the number of officers required to utilize on each shift prior to each bid period. Once this is done, the chief will attempt to assign the nine (9) least senior officers on the bidding list equally among the three (3) shifts, if practicable.

(h) Regular members holding a permanent assignment to a shift by seniority bid shall be permitted to make mutual transfers of bids, subject to the approval of the Division Commander and the Chief of Police.

(i) Seniority shall be maintained for all approved leaves of absences.

(j) When leaves are granted on account of sickness or injury in the line of duty, seniority shall continue to accrue until the employee is able to return to duty, or is found unfit for duty.

(k) A police officer transferred to supervisory duty shall begin to accrue seniority within his/her rank. For purposes of competitive exams for Lieutenant and Captain, seniority shall be time in rank.

(l) Any police officer whose service with the police force is permanently severed shall forfeit his/her seniority rights.

(m) Seniority shall not be broken by vacations, sick time, any authorized leave of absence or the fulfillment of a member's initial military obligation or involuntary activation thereafter.

(n) There shall be no loss of seniority as the result of a suspension.

(o) In the event an officer must be ordered in to meet staffing levels on a non-emergency basis, the least senior officer from the previous shift shall be called in. No officer shall be ordered in more than twice during a calendar week for non-emergency shift coverage unless there is no other means of covering the shift. If the least senior officer from the previous shift is not available, or has already been called in twice during the calendar week, the next least senior officer shall be called in. These restrictions shall not apply during an emergency declared by the Chief of Police. In the event of a City-wide prolonged emergency, officers shall be ordered in by reverse seniority within each rank for which there is a call-in.

ARTICLE 23 RETENTION OF POWERS

The City of Norwalk has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the City had prior to signing this Agreement are retained by the City, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

The Mayor may designate the First Responder of the City of Norwalk.

ARTICLE 24 RETIREMENT AND SURVIVOR BENEFITS

SECTION 1. (a) For employees hired prior to January 1, 2015, the retirement plan set forth in Section 2 through 16 of this Article and the document titled "City of Norwalk, Police Department Pension Plan" shall be known as the Pre-2015 Police Pension Plan. No change in the said Plan shall be made without negotiating with the Union. A copy of the most recent Actuarial Report will be forwarded to the Union within seven (7) working days of receipt by the City.

(b) For employees hired on or after January 1, 2015:

Sections 2, 3, 4, 9, 12, 13, 15 and 16 of this Article shall not apply to an employee hired on or after January 1, 2015.

(c) For employees hired on or after January 1, 2015, there shall be a new Pension Plan, known as the 2015 Police Pension Plan. The following shall be the key provisions of such plan:

1. There shall be the following forms of retirement:
 - a. Normal Retirement: Normal Retirement shall be at the later of age 52 or the completion of twenty-five (25) years of service. An employee who continues working past Normal Retirement shall continue to accrue credited service until he reaches the maximum of sixty percent (60%) of FAC.
 - b. Early Retirement: An employee may retire prior to age 52 provided he has at least twenty-five (25) years of service. The adjustment factor for early retirement shall be six percent (6%) for each year prior to age 52, or one-half of one percent for each month or part thereof for partial years of service.
 - c. Special Early Retirement: An employee who has at least twenty (20) years of service may take Special Early Retirement at age 60 with no early retirement adjustment factor.
 - d. Terminated Vested Retirement: An employee who is vested and terminates employment with the City prior to eligibility for Normal Retirement, Early Retirement or Special Early Retirement shall be eligible to collect his accrued vested benefit (calculated as of the date of termination of employment) at the first of the following:
 - (i) the date on which he would have reached Normal Retirement if he had remained in the City's employ;
 - (ii) age 65.
2. Mandatory retirement shall be at age 65.
3. The pension benefit of a retiree shall be two and one quarter percent (2.25%) of Final Average Compensation (FAC) for each year of credited service or portion thereof.
4. FAC shall be defined as the average of the employee's base salary for the one hundred fifty-six (156) weeks prior to retirement. Base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends.
5. (a) A regular member of the Police Department who is totally and permanently disabled as a result of an injury incurred in the active performance of duty shall be eligible for a service connected disability pension that is the greater of fifty percent

(50%) of FAC or two and one quarter percent (2.25%) of FAC for each year of credited service. The procedures applicable to service connected disability retirement shall be the same as those in the Pre-2015 Police Pension Plan.

- (b) A vested regular member of the Police Department who is totally and permanently disabled from a cause not connected with his duties as a member of the Police Department shall be eligible for a non-service connected disability pension calculated based on two and one quarter percent (2.25%) of FAC for each year of credited service. An employee with less than ten (10) years of service has the option to take a return of contributions. The procedures applicable to service connected disability retirement shall be the same as those in the Pre-2015 Police Pension Plan.
6. The maximum benefit for any retiree shall be sixty percent (60%) of FAC.
 7. Employee contributions to the Pension Plan, as a percent of base salary, shall be ten percent (10%).
 8. There shall be no automatic post-retirement adjustments to the pension.
 9. Vesting. An employee who has been a contributing member for ten (10) years of service in the Pension Plan shall be entitled to become “vested” in the pension system. “Vested” for this purpose shall mean that should such employee resign from the Department, the employee may, at his/her option, leave the employee contributions in the pension plan and thereafter, upon reaching the later of age 52 or the year when he/she would have completed twenty-five (25) years of service, may begin to draw a pension based on the number of years of creditable service at the time of resignation.
 10. The following method shall be used to calculate the monthly pension benefit for a normal retirement:
 1. Determine the member’s average weekly salary for one hundred fifty-six (156) weeks prior to the date of retirement.
 2. Multiply the average weekly salary by fifty-two and two-tenths (52.2) weeks.
 3. Multiply the annual figure derived in Step 2 by two and one-quarter percent (2 1/4%) per year for each year of service plus any

portion of a year prorated based on completed whole month(s) of such service, up to a maximum of sixty percent (60%).

4. Divide this amount by twelve (12).

SECTION 2. Any regular member of the Police Department shall be eligible to retire and shall, at his/her request, be placed on the retirement list, provided that he/she has completed twenty (20) years of service and reached his/her forty-eighth (48th) birthday.

SECTION 3. Upon retirement, said member shall receive a pension to be computed on the basis of two and one-half percent (2 1/2%) per year of service plus any portion of a year prorated based on completed whole month(s) of such service, up to a maximum of seventy-five percent (75%) times his/her salary for the twenty-six (26) weeks prior to date of retirement. The following method shall be used to calculate a member's monthly pension benefit:

1. Determine the member's average weekly salary for twenty-six (26) weeks prior to the date of retirement.
2. Multiply the average weekly salary by fifty-two and two-tenths (52.2) weeks.
3. Multiply the annual figure derived in Step 2 by two and one-half percent (2 1/2%) per year for each year of service plus any portion of a year prorated based on completed whole month(s) of such service, up to a maximum of seventy-five percent (75%).
4. Divide this amount by twelve (12).

SECTION 4. Contributions. Each regular permanent member of the Police Department shall contribute the sum of eight percent (8%) of his/her base salary to the Police Benefit Fund. Effective in the first pay period following ratification of this 2013-2016 Agreement, employee contributions shall be at the rate of eight and three quarters percent (8.75%) of base salary. Effective in the first pay period following July 1, 2015, employee contributions shall be at the rate of nine and one-half percent (9.5%) of base salary. For the purposes of this contribution, base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends (with the exception of stipends for education). For the purposes of this contribution, the member's base salary shall not include any payments made for extra duty, overtime, longevity or for shifts premium. Upon termination of employment, or death, the member or his/her estate shall receive the amounts contributed by said member to the Police Benefit Fund, provided said member is not eligible for retirement at the time of death or termination of employment, and provided further, in the event of death, that the member's widow/widower or estate is not entitled to other benefits under the provisions of the Pension Plan. The member or his/her estate shall be entitled to the return of only those contributions which were made subsequent to July 1, 1971.

Employees shall make pension contributions for all years of pension credited service. When an officer has made contributions for the maximum years for which credited service is granted, he/she shall no longer contribute to the fund.

Employee pension contributions shall be made pursuant to Section 414(h) of the Internal Revenue Code, with pre-tax dollars to the maximum extent allowed by law.

SECTION 5. The years of service of a Police Officer as a supernumerary police officer shall not be counted as years of service for the purposes of the Pension Plan.

SECTION 6. The pension benefits herein shall not affect the benefits of those individuals who are currently receiving pension or survivor benefits from the City of Norwalk.

SECTION 7. Survivor Benefit. When any member of the permanent force of the Police Department shall be on or shall be eligible to be placed on the retired list pursuant to the provisions of this Article and the Pension Plan, and shall die while on or eligible to be placed on the retirement list, the Board of Police Commissioners shall direct an allowance out of the pension fund equal to the amount received by the member while on the retired list or to which he/she would have been entitled had he/she been placed on the retired list to be paid to the widow/widower or dependents of such member on a monthly basis.

SECTION 8. Section 1-322 of the Norwalk City Charter shall be of no force or effect as to members of this bargaining unit.

SECTION 9. Vesting. Any member of the Department who has been a contributing member for ten (10) years of service in the Pension Plan shall be entitled to become “vested” in the pension system. “Vested” for this purpose shall mean that should such employee resign from the Department, the employee may, at his/her option, leave the employee contributions in the pension plan and thereafter, upon reaching age forty-eight (48), may begin to draw a pension based on the number of years of creditable service at the time of resignation.

SECTION 10. In the event that there is a conflict between the terms of this Article and any provisions of the City’s Charter, ordinance, rules, regulations or Special Acts, it is expressly understood and agreed that the terms of this Agreement shall prevail.

SECTION 11. If necessary to implement the provisions of this Article, the City agrees to take any steps which are appropriate or necessary to amend the document titled “City of Norwalk, Police Department Pension Plan” in order to place it in accord with this Article.

SECTION 12. It is expressly understood that all sections of the current Police Benefit Fund provisions as contained in the Norwalk City Charter (1970) which are not in conflict with this Article shall remain in full force and effect and without limiting the above it is specifically agreed that the provisions of Sections 1-319(1), (2), (3), (4), (7), 1-320, 1-321, 1-324, 1-328, 1-329, 1-330 and 1-332 of said Charter shall remain in full force and effect for the duration of this Agreement.

SECTION 13. Pension Adjustment. Any regular member of the Police Department who retires on or after July 1, 2006 shall have his/her pension increased annually by one and one-half percent (1½ %) commencing at age 55 to be applied upon each birthday of the retiree provided that the first such adjustment will be made only if the retiree has been retired for at least six (6) months. In the event of the retiree's death prior to the age of 55, the survivor's benefit shall be adjusted beginning on the date the retiree would have reached age 55.

SECTION 14. Military Service Purchase.

(a) All employees shall have the right to purchase up to two (2) years of credit toward retirement for active military service in the regular armed forces of the United States. An employee must decide within eighteen (18) months of his/her date of hire whether to purchase military service, or be foreclosed from purchasing such service in the future.

(b) Once an employee has decided to purchase military service credit, he/she shall contribute eight (8%) percent of his/her annual salary at the time of election for each year or portion thereof of military service credit purchased, to the maximum of two (2) years or twenty-four (24) months. The employee may make payment of the amount due in installments over a period of up to twenty-four (24) months.

(c) Only full-time active service in the regular armed forces of the United States may be purchased.

(d) The maximum amount of service credit which may be purchased is two (2) years or twenty-four (24) months. An employee may purchase any amount of service up to the maximum.

SECTION 15. Disability Retirement. Effective upon implementation of the 1994-98 contract, the following disability retirement provisions shall be in effect and shall replace the provisions for Veteran's Reserve and disability retirement in the Norwalk City Charter.

(a) **Service Connected Disability.**

An employee who is totally and permanently disabled as the result of a bodily injury or disease or mental impairment sustained in the performance of duties pertaining to his/her employment as a police officer for the City may retire and receive a disability retirement allowance prior to his/her normal retirement date. An employee's disability retirement date shall be the first day of the month subsequent to the date of determination that the employee is totally and permanently disabled. The procedures, requirements and benefits for disability retirement shall be as set forth herein.

1. Application. An application for disability retirement shall be submitted to the Police Commission. The application may be initiated by either the employee or the City. An application for disability retirement shall not be considered

complete until there has been a determination of disability as set forth in paragraph 3 herein.

2. Eligibility. An employee shall be eligible to receive a disability retirement allowance provided the employee meets the following conditions:
 - a. The employee is totally and permanently disabled as a result of a bodily injury or disease or mental impairment sustained in the performance of duties pertaining to his/her employment as a police officer for the City, but excluding disabilities resulting from:
 - (i) service in the armed forces of any country, for which a government disability pension is available;
 - (ii) alcoholism or addiction to narcotics;
 - (iii) the commission of a felony that results in a conviction, or a finding of guilt following a plea of nolo contendere, or the granting of an application for accelerated rehabilitation;
 - (iv) willful effort to cause injury or illness to himself/herself or another person;
 - (v) heart disease or hypertension, so long as the heart and hypertension act is not repealed by the legislature.
 - b. The disability precludes his/her performing the required duties of a member of the Norwalk Police Department.
3. Determination of Disability. The disability of an applicant for disability retirement shall be determined through examination by two medical examiners within the State of Connecticut who are Board Certified in the specialty related to the claimed disability. One (1) examiner shall be selected by the employee and one (1) shall be selected by the City. If these two examiners do not concur in the determination that the employee is disabled in accordance with the eligibility criteria set forth in paragraph 2 above, then a third examiner, who is Board Certified in the specialty related to the claimed disability, and who is acceptable to both parties shall be appointed, and the majority decision of the three shall be final and binding on both the City and the applicant. In the event that the parties cannot agree on a third examiner, either the applicant or the City may petition the Workers' Compensation Commissioner for the Seventh District to select the third.
4. Disability Retirement Allowance. The disability allowance payable in accordance with this Section shall be the greater of: fifty percent (50%) of the employee's base salary at the time of disability or, if the employee is eligible

for a normal retirement allowance, the amount of such normal retirement allowance calculated in accordance with Section 3 of this Article.

5. Annual Medical Examination.

- a. The City may require a disability retiree to submit to an annual medical examination by an examiner, selected by the City, who is Board Certified in the specialty related to the retiree's disability.
- b. If the disability retiree has moved a significant distance [sixty (60) miles or more] from the geographic boundaries of the City of Norwalk, the City shall either arrange to have the examination conducted by a physician in the geographic area reasonably proximate to the disability retiree's new residence, or may pay for the reasonable transportation and accommodations cost of the disability retiree to come to the City of Norwalk or its environs.
- c. If the medical examination reveals that the disability has terminated, and the retiree disagrees with that determination, the retiree may submit report from another physician who is Board Certified in the specialty related to the retiree's disability, at the retiree's expense. If there is disagreement between the two examiners, the City shall select and pay for a third examination. The reports of all three examiners shall then be submitted to the City and the decision of the majority of the examiners shall be final and binding on the City and the retiree.

6. Discontinuation of Disability Retirement Allowance.

- a. In the event that the City concludes that the disability for which the employee was granted a disability retirement no longer exists, the City may order the discontinuance of the disability retirement allowance. Such retiree may elect to take a non-disability pension, regardless of age or length of service in the Police Department. The non-disability pension shall be calculated in accordance with Section 3, based on credited service up to the date of disability retirement.
- b. A decision to discontinue a disability retirement allowance shall be made based on examination of the retiree by two medical examiners within the State of Connecticut who are Board Certified in the specialty related to the claimed disability. One (1) examiner shall be selected by the employee and one (1) shall be selected by the City. If these two examiners do not concur in the determination that the employee is disabled in accordance with the eligibility criteria set forth in paragraph 2 above, then a third examiner, who is Board Certified in the specialty related to the claimed disability, and who is acceptable to both parties shall be appointed, and the majority decision of the three

shall be final and binding on both the City and the applicant. In the event that the parties cannot agree on a third examiner, either the applicant or the City may petition the Workers' Compensation Commissioner for the Seventh District to select the third.

(b) **Non-Service Connected Disability.**

An employee who has completed at least ten (10) years of service as a police officer in the Norwalk Police Department shall be eligible for a non-service connected disability retirement provided the employee is totally and permanently disabled so that he/she is unable to engage in any gainful employment, which disability was not caused by the performance of duties pertaining to his/her employment as a police officer for the City and is not covered by the provisions of Conn. Gen. Stat. § 7-433a or § 7-433c.

1. Application. The application process shall be the same as set forth above for service connected disability retirement.
2. Eligibility. An employee shall be eligible to receive a non-service connected disability retirement allowance provided the employee meets the following conditions:
 - a. The employee is totally and permanently disabled as a result of a bodily injury or disease or mental impairment, which was not sustained in the performance of duties pertaining to his/her employment as a police officer for the City, and excluding disabilities resulting from:
 - (i) service in the armed forces of any country, for which a government disability pension is available;
 - (ii) alcoholism or addiction to narcotics;
 - (iii) the commission of a felony that results in a conviction, or a finding of guilt following a plea of nolo contendere, or the granting of an application for accelerated rehabilitation;
 - (iv) willful effort to cause injury or illness to himself/herself or another person;
 - (v) heart disease or hypertension, so long as the heart and hypertension act is not repealed by the legislature.
 - b. The disability precludes his/her performing any gainful employment.

3. Determination of Disability. The procedure for determination of disability shall be the same as set forth above for service connected disability.
4. Disability Retirement Allowance. The disability allowance payable in accordance with this Section shall be the greater of: an allowance calculated at two and one half percent (2.5%) per year for each year of credited service with the Norwalk Police Department, on the final year's base annual salary at the time of disability; or, if the employee is eligible for a normal retirement allowance, the amount of such normal retirement allowance calculated in accordance with Section 3 of this Article.
5. Annual Medical Examination.
 - a. The City may require a disability retiree to submit to an annual medical examination by an examiner, selected by the City, who is Board Certified in the specialty related to the retiree's disability.
 - b. If the disability retiree has moved a significant distance [sixty (60) miles or more] from the geographic boundaries of the City of Norwalk, the City shall either arrange to have the examination conducted by a physician in the geographic area reasonably proximate to the disability retiree's new residence, or may pay for the reasonable transportation and accommodations cost of the disability retiree to come to the City of Norwalk or its environs.
 - c. If the medical examination reveals that the disability has terminated, and the retiree disagrees with that determination, the retiree may submit report from another physician who is Board Certified in the specialty related to the retiree's disability, at the retiree's expense. If there is disagreement between the two examiners, the City shall select and pay for a third examination. The reports of all three examiners shall then be submitted to the City and the decision of the majority of the examiners shall be final and binding on the City and the retiree.
6. Discontinuation of Disability Retirement Allowance.
 - a. In the event that the City concludes that the disability for which the employee was granted a disability retirement no longer exists, the City may order the discontinuance of the disability retirement allowance. Such retiree may elect to take a non-disability pension, regardless of age or length of service in the Police Department. The non-disability pension shall be calculated in accordance with Section 3, based on credited service up to the date of disability retirement.
 - b. A decision to discontinue a disability retirement allowance shall be made based on examination of the retiree by two medical examiners

within the State of Connecticut who are Board Certified in the specialty related to the claimed disability. One (1) examiner shall be selected by the employee and one (1) shall be selected by the City. If these two examiners do not concur in the determination that the employee is disabled in accordance with the eligibility criteria set forth in paragraph 2 above, then a third examiner, who is Board Certified in the specialty related to the claimed disability, and who is acceptable to both parties shall be appointed, and the majority decision of the three shall be final and binding on both the City and the applicant. In the event that the parties cannot agree on a third examiner, either the applicant or the City may petition the Workers' Compensation Commissioner for the Seventh District to select the third.

(c) **Offsets.**

1. All disability retirement allowances, whether service-connected or non-service connected, shall be reduced by any payments received under the workers' compensation statutes and the heart and hypertension statutes for which the City is liable. Said reduction will commence at the time when such payments are first received following the commencement of the retirement allowance. The amount of the workers' compensation or heart hypertension offset shall be such that the combined amount of the disability pension, workers' compensation benefits and/or heart and hypertension benefits shall not exceed one hundred (100) percent of the base salary at the present time or, if the employee was eligible for a normal retirement, the normal retirement allowance calculated in accordance with Section 3 of this Article.
2. All disability retirement allowances shall be reduced when the combination of pension, workers' compensation benefits and/or heart and hypertension benefits, and earnings from employment or self-employment exceed the salary in the current collective bargaining agreement applicable to employees holding the same rank or position held by the retiree at the time of retirement. The disability retirement allowance shall be reduced by the amount equal to the excess of said outside earnings over the amount of current salary applicable to employees in the same rank or position held by the retiree at the time of retirement.
3. Excluded from the term "earnings from employment or self employment" is passive income such as interest, dividends, capital gains, rent or royalty income, alimony, and other sources of funds typically referred to as passive income.
4. Any disability or insurance plans or programs which are provided solely at the employee's expense and which are not provided for through payroll deduction, are specifically exempt from the phrase "earnings from

employment or self-employment” and from this pension benefits integration provision.

5. With respect to the earnings offset, the disability retiree shall be required to provide to the City of Norwalk, by June 15th of each calendar year subsequent to the year in which he or she retires, a copy of his or her federal and state income tax returns together with an affidavit or verification attesting that the same are true and accurate copies of the returns filed. The City of Norwalk may also require said disability retiree to furnish a duly executed Internal Revenue Service and State of Connecticut authorization to secure copies of income returns.
6. The earning cap set forth in the preceding paragraph shall no longer apply when a disability retiree who was vested in the regular pension system attains the age of forty-eight (48) years. At that time, the retiree must file for a regular pension as described in this Article, and his/her disability pension shall automatically cease.

(d) **Medical Benefits.**

Any member of the bargaining unit who retires with a disability pension shall be eligible to continue participation in the medical plan under the same terms and conditions as set forth in Article 11, Section 2, of the collective bargaining agreement.

(e) **Other Benefits.**

Upon a disability retirement, the disabled police officer shall receive all contract benefits given to a regular retired police officer, e.g., sick leave, vacation and longevity.

SECTION 16. Deferred Retirement Option Plan (DROP).

(a) The Deferred Retirement Option Plan (hereinafter “DROP”) is intended to provide an alternative retirement option to all current employees/members who are eligible to retire.

(b) The DROP Period is defined as the time after the member has elected the DROP, commencing on the date the first amount is credited to the DROP recordkeeping account within the Police Benefit Fund/Police Pension Plan through the date that the employee/member separates from City Service.

The DROP Period must begin on the first day of a calendar month and end on the last day of a calendar month.

(c) An employee/member, who is a member of the Police Pension Plan for full-time employees of the Police Department, upon completing twenty (20) years of service and

reaching his/her forty-eighth (48th) birthday, may elect the DROP retirement option at anytime in lieu of other retirement options set forth under this agreement.

(d) Length of DROP: The DROP Period shall be one (1) to five (5) years in length. The minimum length of the DROP will be one (1) year and a maximum length of DROP will be five (5) years and shall be in increments of years.

(e) Employees/members may only elect to DROP on or before the commencement of their 32nd year of credited service and no DROP Period shall extend beyond thirty-two years of credited service (e.g., If employee/member has reached the end of 27 years of credited service, he/she may DROP for up to 5 years, namely, 28, 29, 30, 31, and 32; while an employee/member reaching the end of his/her 30th year of credited service may DROP for up to 2 years).

(f) Written Notice of Intent to DROP: Any employee/member with less than 30 years of credited service at the date of the execution of this agreement shall provide at least 90 days written notice to the City of his/her intention to elect the DROP Option. Said written notice shall include the necessary employee/member information, date to commence DROP, and the term/length of the elected DROP Period.

(g) Any employee/member electing the DROP will be considered retired only with respect to the calculation of the employee's/member's monthly pension benefit under the Pension Benefit Plan/Police Pension Plan on the date of the commencement of the DROP Period but will not be separated from City service. Notwithstanding any other provision within the Police Pension Plan or the Police Benefit Fund to the contrary, a member does not need to separate from City Service to qualify for Pension Benefits as long as that member has elected the DROP.

(h) While in the elected DROP Period, the employee/member shall remain in full City Service at his/her current rank/seniority, with all the terms, rights, conditions, and benefits of the Collective Bargaining Agreement (i.e. wage adjustments, earned sick leave, injury leave, uniform, allowances, medical, OT, extra duty, Union status, etc.) except as expressly limited herein.

(i) Employees/members shall not be eligible for promotions within the Police Department while in the elected DROP Period.

(j) Employees shall not be eligible for tuition reimbursement under Article 10, Section 9 or 10 of this Agreement while in the elected DROP period.

The sole exception to the above shall be for those officers enrolled in the DROP prior to February 1, 2011 who were enrolled in a degree program prior to entering the DROP and are continuing to take courses toward that degree during the DROP.

(k) Employees/members shall not begin to receive the Pension Adjustment (COLA) as set forth in this agreement until the DROP Period is completed.

(l) No further pension benefits will accrue after the DROP effective date (i.e. the monthly pension payment is locked in at the date that the member commenced the DROP Period).

(m) When a member elects the DROP, he/she shall be entitled to the benefits he/she would have received under the Normal Retirement provisions of the Police Pension Plan (during the DROP Period) with the following exceptions:

(1) Prior to implementation of this 2010-13 Agreement or issuance of an arbitration award in Case 2011-MBA-99, an employee who is participating in the DROP shall continue to have payments of his/her monthly pension amounts made to a separately designated DROP account established under a 401a Plan. Effective the first of the month following approval of this 2010 Agreement, the following shall apply to all DROP payments for both pre-existing and new DROP participants. During the DROP Period, the employee's/member's monthly pension amounts that would have been payable had the member elected to retire will be credited to the recordkeeping account of the member within the Police Benefit Fund/Police Pension Plan. Such amounts shall be credited with interest as follows: At the end of the DROP period, these funds, with interest accrued at the rate of the two-year average T-bill, adjusted annually, to a maximum of five percent (5%) per annum, on each year's balance shall be paid in a lump sum to the member. Payment shall be made within thirty (30) days of the member's separation from service.

(2) During the elected DROP period of up to thirty (30) years of credited service the monthly pension amount credited to the member will be 90% of the monthly pension payment the employee was entitled to receive had the member retired without electing the DROP. Thereafter, the monthly pension payment(s) credited to the member will be eighty-five percent (85%) of the monthly pension payment the employee was entitled to receive had the member retired without electing the DROP.

(n) During the elected DROP period, the employee/member will cease to make contributions to the Police Benefit Fund/Police Pension Plan.

(o) Any member who has commenced the DROP may not withdraw from the DROP option once the DROP Period begins unless:

(1) The employee/member separates from City service.

(2) The employee/member applies in writing to the Pension Board to seek permission to be released/withdrawn from their DROP election for cause and the Retirement Board grants that request, which decision will be final.

(3) Upon the separation from the DROP, the commencement of Normal Pension benefits shall occur at 100%.

(p) Terminal and Other Leave Payouts and Carryover of Sick and Vacation:

(1) A member shall carry over into the DROP period all of his/her accumulated sick leave and vacation leave. Use and carryover of this leave shall be subject to all of the provisions concerning same as are set forth in this Agreement.

(2) Accumulated sick leave, terminal leave, vacation and holiday leave to the extent provided in this Agreement, shall be paid to the employee/member at the end of the DROP period.

(q) Upon the completion of the DROP period the employee/member will be considered a retired employee/member. The employee/member shall be entitled to a lump sum payment of one hundred percent (100%) of the DROP recordkeeping account balance within thirty (30) days of his/her separation from service. Upon completion of the DROP period, the employee shall commence receiving monthly pension benefits (*i.e.*, 100% of his/her normal retirement benefits determined as of the DROP effective date).

(r) Members who elect the DROP shall participate in the medical and dental plans and contribute the same premium cost share as active employees/members during their elected DROP period. Upon the completion of the DROP Period, said employee/member shall be deemed to have retired and shall pay the premium cost, if any, applicable to a retiree in accordance with Article 11, Section 2 of this Agreement.

(s) Employees/members that are in their elected DROP Period who sustain injury shall be entitled to all Workers Compensation Benefits as if an active employee/member. If the employee/member becomes disabled while in the DROP Period, said employee/member shall be entitled to receive a Disability Pension pursuant to this agreement and if received, their DROP option shall revert to a disability pension without penalty.

(t) Members who elect the DROP shall execute the following:

- ADEA waiver
- Notice of Election to participate in the DROP
- Application for participation in the DROP
- Resignation of Employment Letter upon completion of DROP
- Beneficiary designation

SECTION 17. Neither party shall be required to negotiate over changes to Article 24 and Article 11, Section 2 which would be effective prior to the expiration of the contract that is a successor to this 2013-2016 Agreement.

ARTICLE 25 INFECTIOUS DISEASE

SECTION 1. For the health and welfare of every member of this bargaining unit, specifically for the protection against possible transmittal of life threatening infectious disease viruses, the City shall provide all appropriate protective gear and equipment necessary to an employee when performing any duties. Such protective gear and equipment shall be provided to each bargaining unit member, to be used whenever possible where physical contact is to be made with the public, most especially where there is bleeding or presence of body fluids.

SECTION 2. (a) Any police officer who, in the performance of his/her duties, suffers a significant exposure (as defined in Conn. Gen. Stat. § 19a-581) to a life threatening infectious disease shall be entitled to appropriate testing at no cost to the officer. Testing shall be by the City's Health Department or provided through the City's workers' compensation program.

(b) A police officer may be tested for tuberculosis once each year at no cost to the officer. Testing shall be by the City's Health Department. Testing may be provided more frequently if there is reason to believe the officer was exposed to tuberculosis.

ARTICLE 26 SUBSTANCE ABUSE TESTING

All employees shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with Appendix A of this Agreement.

ARTICLE 27 GENERAL PROVISIONS

SECTION 1. The City shall give each present employee and each new employee, when is he/she is hired, a copy of the final contract. The City and the Union shall share the cost of printing the contract in booklet form, subject to mutual agreement on the cost.

SECTION 2. Grooming and Dress Code. The parties shall cooperate in developing and making changes in the grooming and dress code which are necessary to comply with accreditation standards.

No officer will be permitted to have a tattoo on or above the neck, or on his/her hands. The exception to this will be a tattooed wedding band on the ring finger, or any tattoo resulting from a surgical procedure or bona fide medical or cosmetic issue. An officer hired prior to the date of ratification of this 2013-2016 Agreement shall not be required to cover any sleeve or legging tattoo while on duty unless it was obtained on or after the date of ratification of this 2013-2016 agreement. An officer hired on or after the date of ratification of this 2013-2016 Agreement must cover any sleeve or legging tattoo while on duty.

Any tattoo that is deemed by the Chief of Police to be offensive must be covered so it is not visible while an officer is on duty. Neutral colored make up, an adhesive bandage, or a form fitting sleeve can be used to cover tattoos when required.

The determination by the Chief of what is considered to be offensive will be based on obvious depictions of nudity, profanity, obscenity, or indecent drawings.

The Chief shall issue upon any officer whom he deems to have an offensive tattoo an order, in writing, notifying him/her of his determination, and ordering that officer to cover the tattoo in an appropriate manner consistent with this policy while on duty. The officer may grieve the Chief's determination in accordance with the grievance and arbitration procedure set forth in Article 20 of this Agreement..

There shall be no restriction on tattoos that are on areas of the body that are not visible while in uniform.

SECTION 3. Requests for leaves of absence up to six (6) months may be made. Approval of such requests shall be at the discretion of the Chief. Employees will be responsible for covering the cost of applicable insurance benefits during such Leaves of Absence.

Requests for leave of absence for the purposes specified in the federal Family and Medical Leave Act shall be granted pursuant to the eligibility and other requirements of the Act. Employees shall be required to use paid leave, to the extent it is available under this Agreement, for Family and Medical Leave Act purposes. An employee who is out on leave under the Family and Medical Leave Act shall have insurance and other benefits continued to the extent provided in the Act.

SECTION 4. If an employee is receiving a paycheck rather than receiving pay by direct deposit, his/her paycheck shall be delivered to him/her in a sealed envelope.

SECTION 5. The City shall reimburse an employee as a mileage allowance at the IRS rate per mile for each mile driven by the employee in his/her personal vehicle on behalf of the City.

SECTION 6. No employee shall be permitted to work in excess of sixteen (16) consecutive hours, or to work in excess of sixteen (16) hours in a twenty-four hour period, unless ordered to do so by the Chief in extraordinary circumstances. In the event that an officer is ordered to work and the period of time for which he/she is ordered to work would put him/her in

excess of this limitation, the officer is obliged to notify the superior officer of this fact immediately so that he/she may contact the Chief or his/her designee for instruction on how to proceed.

If, at any time, a superior officer has reasonable grounds for believing that an officer is not fit for duty because he/she has worked excessive overtime and/or extra duty, he/she shall bring such to the attention of the Chief or his/her designee who shall promptly investigate the circumstances. If the Chief or his/her designee determines that the intent of this Section would be violated by allowing the officer to work the assignment, he/she shall so order.

The intent of this Section is to ensure that an officer is fit for duty and to safeguard the health and safety of the officer, his/her fellow employees and the public.

SECTION 7. Evaluations.

All police officers shall be evaluated annually in accordance with the evaluation instrument attached hereto as Appendix D. The evaluation instrument shall have only three ratings for each item – “exceeds standards,” “meets standards” and “requires improvement.” An evaluation shall be used only for the purpose of identifying areas of training and development for the officer. An evaluation shall not be used for promotional purposes or for disciplinary purposes and, therefore, shall not be subject to the grievance and arbitration procedures of this Agreement.

Effective January 1, 2015, the Police Department’s Directives shall be revised to include the following:

Exceeds standards - Reflects performance which exceeds what would be expected from a trained and experienced person in the assigned job. This rating is used for employees who exceed the standards and requirements of the position on a consistent basis.

Effective January 1, 2015, the applicable paragraph of the Police Department’s Directives on counseling and notification prior to an evaluation shall be revised as follows:

In addition, supervisors are encouraged to counsel their employees at various times during the rating period regarding job performance. Supervisors shall notify employees whenever their performance is deemed by the supervisor to be unsatisfactory in terms of performance appraisal. This notification shall be used to make the employee aware of unsatisfactory performance and attempt to bring the employee’s performance to acceptable levels. Supervisors shall take appropriate measures to ensure that counseling or training is provided to the employee so that satisfactory performance and subsequent rating can be achieved.

**ARTICLE 28
SAVINGS CLAUSE**

If any Article or Section hereof is declared to be invalid or in violation of any law, statute, administrative ruling or judicial decision, such declaration or invalidity shall not affect the validity of any other Article or Section hereof, and the parties agree to reopen this Agreement for the purpose of substituting provisions for such invalid provision.

**ARTICLE 29
DURATION**

SECTION 1. This Agreement shall be effective on ratification or issuance of the arbitration, and shall terminate on June 30, 2016.

SECTION 2. On or after January 1, 2016, either the City or the Union may give written notice of its desire to commence negotiations for a successor contract. Such negotiations shall commence not later than the March 1 prior to the expiration date of this Agreement.

**SCHEDULE A
POLICE SALARIES 2013-2014**

EFFECTIVE JULY 1, 2013
(2%)

Rank	Step	Annual Salary
PATROL OFFICER	1	\$60,216
	2	\$62,821
	3	\$65,586
	4	\$68,458
	5	\$71,533
	6	\$73,281
DETECTIVE	4	\$77,819
	5	\$81,343
SERGEANT	4	\$83,509
	5	\$87,385
LIEUTENANT	4	\$92,510
	5	\$96,301
CAPTAIN	4	\$100,825
	5	\$104,621
INSPECTOR		\$105,042

**SCHEDULE B
POLICE SALARIES 2014-2015**

EFFECTIVE JULY 1, 2014
(2%)

Rank	Step	Annual Salary
PATROL OFFICER	1	\$61,420
	2	\$64,077
	3	\$66,898
	4	\$69,827
	5	\$72,964
	6	\$74,747
DETECTIVE	4	\$79,375
	5	\$82,970
SERGEANT	4	\$85,179
	5	\$89,133
LIEUTENANT	4	\$94,360
	5	\$98,227
CAPTAIN	4	\$102,842
	5	\$106,713
INSPECTOR		\$107,143

**SCHEDULE C
POLICE SALARIES 2015-2016**

EFFECTIVE JULY 1, 2015
(2.25%)

Rank	Step	Annual Salary
PATROL OFFICER	1	\$62,802
	2	\$65,519
	3	\$68,403
	4	\$71,398
	5	\$74,606
	6	\$76,429
DETECTIVE	4	\$81,161
	5	\$84,837
SERGEANT	4	\$87,096
	5	\$91,138
LIEUTENANT	4	\$96,483
	5	\$100,437
CAPTAIN	4	\$105,156
	5	\$109,114
INSPECTOR		\$109,554

APPENDIX A SUBSTANCE ABUSE TESTING

In order to investigate and detect the use of illegal drugs and the abuse of otherwise legal drugs or alcohol by members of the Norwalk Police Department, the following procedures will be effective on approval of this 2010-2013 Agreement or issuance of an arbitration award in Case 2011-MBA-99.

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed in the following instances:

- 1) upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- 2) on a random basis.

The Police Chief shall be responsible for the random scheduling and administration of screening tests.

TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on “reasonable suspicion” when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member’s drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member’s behavior or work performance; an observed impairment of the member’s ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief of Police or his/her designee. The Chief shall decide whether to direct the member to testing. Prior to so deciding, the Chief or his/her designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member’s choice.

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

RANDOM TESTING

Selection of members to be tested on a random basis shall be done by a computerized random selection system. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty. Those members selected for random drug testing will be notified approximately twenty-four (24) hours prior to the scheduled testing.

Any employee who discloses the identity of another employee selected for random testing, that a random testing is scheduled or the date on which the testing will be done shall be subject to disciplinary action.

Members selected for testing must appear unless they are on previously approved or scheduled

- a) sick leave,
- b) regularly scheduled day off,
- c) military leave,
- d) annual vacation,
- e) funeral leave,
- f) compensatory time day.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he/she is unable to do so.

Members missing a scheduled test for any reason will be rescheduled for testing as soon as possible.

REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test pursuant to the provisions of this Appendix will result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

TESTING PROCEDURES

1. The member shall provide a urine sample, hair sample or blood sample, as determined by the testing laboratory, for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Chief. If the breathalyzer tests

positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. The testing laboratory shall determine the appropriate equipment and methodology for testing, in accordance with professionally accepted standards.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine or other specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.
7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services or equivalent state or federal licensing/certification agency.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Chief of Police that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The Department will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation.

OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and either:

- (a) voluntarily admits to alcohol or drug abuse prior to testing, or
- (b) tests positive in random testing, for the first time.

Any member who voluntarily admits to the Chief of Police his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he/she will be immediately suspended and will be subject to discharge.

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests as provided in section 2 and 3 herein shall be compensated pursuant to the terms of the collective bargaining agreement.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.
3. Any violation of the confidentiality provisions of this Agreement, if committed by an employee of the City, shall be grounds for disciplinary action against the employee. The City will also take appropriate action against a person and/or organization not employed by the City for violation of the confidentiality requirements.
4. Notwithstanding anything to the contrary above, this Agreement shall not abrogate nor in any way interfere with the City's right to hire employees, promote employees, layoff employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this Agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Police Commission.
5. The City and the Union agree that the provisions of this Agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.
7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

APPENDIX B

MEMORANDA OF UNDERSTANDING

BETWEEN

CITY OF NORWALK

-AND-

NORWALK POLICE UNION

LOCAL 1727, COUNCIL #15, AFSCME, AFL-CIO

RIGHT TO USE OUTSIDE SOURCES

Whenever a State Police Officer is assigned to law enforcement activities in the City of Norwalk in joint operations such as the ROCCY, SWATs and similar programs, such officers will work with, or in conjunction with, Norwalk Police Services personnel.

The use of such outside sources of police assistance shall not result in the layoff of any member of the bargaining unit nor to supplant any member of the bargaining unit.

Nothing herein contained shall be construed to imply minimum staffing levels of personnel.

WELLNESS PROGRAM

The City agrees to provide an Employee Wellness Program to all employees and their dependents, at no cost to the employee, which includes activities such as educational prevention and information programs on health related issues (e.g., the effects of drugs and alcohol, reducing injuries at work, nutrition, etc.), blood pressure screenings, other health screenings, therapy groups on stress management and other problems.

RATES OF PAY FOR EXTRA DUTY ASSIGNMENTS

With respect to Article 17, Section 4, paragraph 2, the City and the Union agree that increases in extra duty rates for non-City agencies, which result from wage increases provided by this Agreement, shall be effective only for jobs billed on or after the implementation of this Agreement.

FIRST RESPONDER AND MRT TRAINING

Even if the City designates the Fire Department as sole First Responder, the City shall continue to provide and pay for MRT refresher training for police officers.

**APPENDIX C
MEDICAL AND DENTAL PLAN SUMMARIES
CIGNA OPEN ACCESS POS MEDICAL PLAN – SUMMARY OF BENEFITS**

Open Access POS

<i>Benefits</i>	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Annual Deductible</i>		
Individual	None	\$200
Family	None	\$400
<i>Annual Out-of-Pocket Maximum¹</i>		
Individual	None	\$1,200 including deductible
Family	None	\$2,400 including deductible
<i>Pre-Existing Condition Limitation²</i>	No (initial group)	No (initial group)
<i>Lifetime Maximum</i>	Unlimited	Unlimited

Your Plan Pays

<i>Office Visit</i>		
Illness \ Injury	100% after \$25 office visit co-pay	80%*
Allergy Treatment	100%	80%*
<i>Preventive Care</i>		
Routine Preventive Care for Children (including immunizations)	100%	80%*
Routine Preventive Care	100%	80%*
Well Woman Care (including Pap Test)	100%	80%*
<i>Independent X-Ray and Lab</i>	100%	80%*
<i>Prescription Drugs</i>	Participating Pharmacy	Non -Participating
Retail Generic	100% after \$10 per 30 day supply	80%
Retail Brand	100% after \$30 per 30 day supply	80%
Retail Non-formulary	100% after \$45 per 30 day supply	80%
Mail Order	Twice copay for 90 day supply	Not covered
<i>Emergency</i>		
Doctor's Office	100% after \$25 office visit co-pay	80%*
Emergency Room Urgent Care Facility	\$100 per visit \$25 per visit	<i>Care will be covered at in-network benefit level if it meets CIGNA Healthcare's definition of emergency.</i>
Ambulance	100%	
<i>Maternity</i>		
Initial Visit to Confirm Pregnancy	100% after \$25 office visit co-pay	80%*
Delivery \ Prenatal \ Postnatal Visits	100%*	80%*
Hospital Birthing Centers	100% after \$100 per admission 100% after \$100 per admission	80%* 80%*
<i>Hospital Inpatient³</i>	100% after \$100 per admission	80%*
Doctor Visits	100%	80%*
Outpatient Preadmission Testing	100% after \$25 office visit co-pay	80%*

Outpatient Surgical Facility	100%	80%*
Surgery		
Surgeon's Fees	100%	80%*
Second Opinion Consultation	100% after \$25 office visit co-pay	80%*
Non-Surgical TMJ	100% after \$25 office visit co-pay	80%*
Infertility Services⁴		
Office Visit (includes tests & counseling) (\$10,000 Combined Physician and Facility Lifetime Maximum for In-vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.)	100% after \$25 office visit co-pay	80%*
Surgery		80%*
Inpatient Facility Services	\$100 per admission, then 100% of charges	80%*
Outpatient Surgical Facility	100%	80%*
Physician Services	100%	80%*
Family Planning		
Office Visit (Includes tests & counseling)	100% after \$25 office visit co-pay	
Vasectomy/Tubal Ligation		
Performed in Physician Office	100% after \$25 office visit co-pay	80%*
Performed in Outpatient Facility	100%	80%*
Vasectomy/Tubal Ligation Reversal⁵ (\$15,000 Combined Physician and Facility Lifetime Maximum)	\$100 per admission, then 100% of charges	80%*
Inpatient Facility		80%*
Outpatient Facility	100%	80%*
Physician's Services	100% after \$25 office visit co-pay	
Outpatient Rehabilitation⁶	100% after \$25 office visit co-pay	80%*
Includes Physical, Speech, Occupational and Chiropractic Therapy ⁶	45 days max./calendar year** 45 days max./calendar year**	45 days max./calendar year** 45 days max./calendar year**
Special Services		
Skilled Nursing Facility	100%	80%*
Home Health Care	60 days max./calendar year**	60 days max./calendar year**
Hospice - Inpatient	100%	80%*
Hospice - Outpatient	100%	100%
Durable Medical Equipment⁷	100%	80%*
External Prosthetic Appliances	100%	80%*
Mental Health, Alcohol and Drug Abuse Rehabilitation		
Inpatient	\$100 per admission, then 100% of charges	80%*
Outpatient	\$25 office visit co-pay	80%*
Group Therapy	100% after \$25 office visit co-pay	80%*

<i>Vision Care Provided by EyeMed</i>	In accordance with EyeMed Access Plan H Benefit Design Summary	In accordance with EyeMed Access Plan H Benefit Design Summary
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- **Subject to Deductible (Refer to the next page for Service Specific Notes and Exclusions)*
- ***All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.*

Service Specific Notes:

All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.

Refer to numbered notations in Benefit Summary for cross-reference to the following notes.

1. Once the out-of-pocket maximum is reached the plan pays 100% of eligible charges for the remainder of the plan year, except for mental health and substance abuse treatment which will continue to be paid at the specified levels.
2. Coverage for the pre-existing condition is excluded until one year of being continuously insured, unless the patient is treatment free for a 90 day period. Pre-existing condition applies to any condition treated (including prescriptions) within 90 days prior to effective date.
3. All inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review. If your admission/stay is not authorized there may be a reduction or denial of coverage.
4. Infertility benefits are limited to services for testing, diagnosis, and corrective procedures. Charges for, or in connection with in-vitro fertilization, artificial insemination, or any other similar procedure are covered.
5. Charges for Vasectomy/Tubal Ligation reversal are covered.
6. Speech therapy which is not restorative in nature will not be covered.
7. Hearing aids are limited to children 12 years of age or younger; \$1,000 limit within a 24 month period.

Case Management

Case Management is a service provided through a Review Organization, which assists individuals with treatment needs that extend beyond the acute care setting. The goal of Case Management is to ensure that patients receive appropriate care in the most effective setting possible whether at home, as an outpatient, or an inpatient in a Hospital or specialized facility. Should the need for Case Management arise, a Case Management professional will work closely with the patient, his or her family and the attending Physician to determine appropriate treatment options which will best meet the patient’s needs and keep costs manageable. The Case Manager will help coordinate the treatment program and arrange for necessary resources. Case Managers are also available to answer questions and provide ongoing support for the family in times of medical crisis.

Case Managers are Registered Nurses (RNs) and other credentialed health care professionals, each trained in a clinical specialty area such as trauma, high risk pregnancy and neonates, oncology, mental health, rehabilitation or general medicine and surgery. A Case Manager trained in the appropriate clinical specialty area will be assigned to you or your Dependent. In addition, Case Managers are supported by a panel of Physician advisors who offer guidance on up-to-date treatment programs and medical technology. While the Case Manager recommends alternate treatment programs and helps coordinate needed resources, the patient’s attending Physician remains responsible for the actual medical care.

1. You, your dependent or an attending Physician can request Case Management services by calling the **toll-free number** shown on your ID card during normal business hours, Monday through Friday. In addition, your employer, a claim office or a utilization review program (see the PAC/CSR section of your certificate) may refer an individual for Case Management.
2. The Review Organization assesses each case to determine whether Case Management is appropriate.
3. You or your Dependent is contacted by an assigned Case Manager who explains in detail how the program works. Participation in the program is voluntary - no penalty or benefit reduction is imposed if you do not wish to participate in Case Management.
4. Following an initial assessment, the Case Manager works with you, your family and Physician to determine the needs of the patient and to identify what alternate treatment programs are available (for example, in-home medical care in lieu of an extended Hospital convalescence). You are not penalized if the alternate treatment program is not followed.
5. The Case Manager arranges for alternate treatment services and supplies, as needed (for example, nursing services or a Hospital bed and other Durable Medical Equipment for the home).
6. The Case Manager also acts as a liaison between the insurer, the patient, his or her family and Physician as needed (for example, by helping you to understand a complex medical diagnosis or treatment plan).

7. Once the alternate treatment program is in place, the Case Manager continues to manage the case to ensure the treatment program remains appropriate to the patient's needs.

While participation in Case Management is strictly voluntary, Case Management professionals can offer quality, cost-effective treatment alternatives, as well as provide assistance in obtaining needed medical resources and ongoing family support in a time of need.

Exclusions (by way of example but not limited to):

- Services not medically necessary, except specifically outlined preventive care.
- Charges which the person is not legally required to pay.
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service.
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
- Experimental or investigational procedures and treatments.
- Cosmetic Surgery.
- Reports, evaluations, examinations or hospitalizations not required for health reasons such as employment or insurance examinations.
- Routine hearing exams or hearing aids.
- Routine eye exams and eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery, unless vision care is specifically included in the plan(s).
- Treatment of teeth/periodontium under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth.
- Transsexual surgery and related services.
- Therapy to improve general physical condition.
- Personal or comfort items such as personal care kits, television, and telephone rental in hospitals.
- Surgical treatment for correction of refractive errors, including radial keratotomy.
- Routine foot care.
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Any injury resulting from, or in the course of, any employment for wage or profit.
- Any sickness covered under any workers' compensation or similar law.
- Over the counter disposable or consumable supplies, including orthotic devices.
- Charges in excess of the Reasonable and Customary allowance.

Catalog Number: "CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries, including Connecticut General Life Insurance Company, Intracorp®, and CIGNA Behavioral Health, Inc., and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. *Copyright 1994 CIGNA Health Corporation*
July 1, 2003

¶1.

CLARIFICATIONS REGARDING MEDICAL PLAN SUMMARY PLAN DESCRIPTION

The parties agree that the clarifications in the letter below, which applied to the Summary Plan Description for the PPO medical plan shall also apply to the Summary Plan Description for the Open Access Point of Service Plan.

February 12, 2003

Ms. Kellie Ball
Senior Client Manager
CIGNA
900 Cottage Grove Road, 341
Hartford, CT 06152-7341

Re: City of Norwalk SPD Clarifications

Dear Kellie:

We are writing to you regarding the current summary plan description for the City of Norwalk. Yesterday, the City met with the Police Union, AFSCME Co.15, Local 1727 in order to discuss health benefits issues in conjunction with two filed grievances (case #2002-A-0964 and case # 2002-A-0965) against the City of Norwalk. During our meeting, we discussed certain benefit provisions within the summary plan description for which the Union and the City request clarification. The benefits in question are as follows:

1. Page 40 — Pertaining to exclusions for chiropractic care, bullets number 2 and number 4.

The plan excludes charges for maintenance or preventive treatment, and for chronic conditions unless medically necessary. During negotiations it was the intent of the city to provide maintenance therapy for chronic conditions to the extent it improves or demonstratively prevents a decline in condition. Please provide a description of how CIGNA administers chiropractic care that prevents a decline in condition for a condition that may be chronic or treatment that may be otherwise considered maintenance. Along with you description please provide an example.

2. Page 47 — Pertaining to prescription drug coverage for tretinoin for individuals age 36 and over if medically necessary for non-cosmetic purposes.

During negotiations it was the intent of the City to provide coverage for tretinoin as stated, but to also include coverage in the case of significant scarring. In order for coverage pertaining to significant scarring does the limitation for non-cosmetic purposes need to be removed? As written, does the plan of benefits provide coverage for tretinoin for the purpose of relieving significant scarring?

3. Page 48 and Page 51 — Pertaining to bullets #11 and #12 on page 51 regarding state mandated benefits — CT Public Act 01-171.

It is the request of the Union to have bullets #11 and #12 from page 51, regarding medical benefits, also illustrated on page 48, regarding prescription drug benefits, after bullet #5. While we recognize that the CT Public Act 01-171 is provided as a covered benefit on the previous page,

page 47, can you confirm that the reference on page 47 provides for the same coverage under prescription drugs as the reference on page 51 pertaining to medical benefits?

4. Page 45 — Pertaining to excluded travel benefits for organ transplants.

During negotiations it was the intent of the City to provide air travel via air ambulance for organ transplant if the air travel is medically necessary. Please clarify how medically necessary air travel via air ambulance for an organ transplant is covered.

5. Page 53 — Pertaining to exclusion of benefit for duplication of a RAST test in less than 3 years.

Please clarify — if the RAST test is administered for a different condition within a 3-year period, is the second RAST test a covered procedure?

6. Page 29 — Pertaining to exceptions for newborns.

It is the intent of the City to provide coverage for newborns upon notification from the parents, regardless of the time lapsed from birth. We recognize payment for services will be denied until the child is officially enrolled on the plan of benefits, however, the enrollment limitation of 31 days should be eliminated as long as the benefits are provided at no cost to the employees.

7. Page 41 — Pertaining to vision benefits.

Since the vision benefit is a \$150 bi-annual benefit provided by the City, only bullets 1 and 4 under the vision exclusion are appropriate.

We would appreciate your response to these questions prior to Monday, February 24, 2003 in order to comply with withdrawal/settlement policies associated with these grievances.

Sincerely,

Steven P. May
Benefits Consultant

cc: Sara LeTourneau
Joseph Fields, PhD
Robert Murray, Esq.

CIGNA PPO DENTAL PLAN – SUMMARY OF BENEFITS

Benefits	In-Network		Out-of-Network	
Calendar Year Maximum (Class I, II and III expenses)	\$1,500		\$1,500	
Annual Deductible Individual Family	\$50 per person \$150 per family		\$50 per person \$150 per family	
Reimbursement Levels	Based on Reduced Contracted Fees		Based on Customary Allowances	
	Plan Pays	You Pay	Plan Pays	You Pay
Class I - Preventive & Diagnostic Care Oral Exams (Two per year) Routine Cleanings (Two per year) Full Mouth X-rays (One complete set every three years) Bitewing X-rays (Two per year) Panoramic X-ray (One every three years) Fluoride Application (One per year for persons under 19) Sealants (Limited to posterior tooth for a person less than 14/One treatment per tooth every three years) Space Maintainers (Limited to non-orthodontic treatment) Emergency Care to Relieve Pain Histopathologic Exams	100%	No Charge	100%	No Charge
Class II - Basic Restorative Care Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planing Denture Adjustments and Repairs Simple Extractions Oral Surgery Anesthetics	80%*	20%*	80%*	20%*
Class III – Major Restorative Care Crowns Dentures Bridges Repairs to Crowns and Inlays Surgical Extractions of Impacted Teeth	50%*	50%*	50%*	50%*
Class IV – Orthodontia Lifetime Maximum	50%* \$2,000	50%*	50%* \$2,000	50%*

Pretreatment review is suggested when dental work in excess of \$200 is proposed.

All plan deductibles and maximums (dollar and occurrence) cross-accumulate between In-Network and Out-of-Network unless otherwise noted.

* **Subject to annual deductible**

CIGNA Dental PPO Exclusions and Limitations

Exclusions

Covered expenses will not include, and no payment will be made for, expenses incurred for:

- Services performed solely for cosmetic reasons;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown or denture within five years after the date it was originally installed unless: (a) such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth; or (b) the bridge, crown or denture, while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- Any replacement of a bridge, crown or denture which is or can be made useable according to common dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to (a) change vertical dimension; (b) diagnose or treat conditions or dysfunction of the temporomandibular joint; (c) stabilize periodontally involved teeth; or (d) restore occlusion;
- Porcelain or acrylic veneers of crowns or pontics on or replacing the upper and lower first, second or third molars;
- Bite registrations; precision or semi-precision attachments; or splinting;
- A surgical implant of any type including any prosthetic device attached to it;
- Instruction for plaque control, oral hygiene and diet;
- Dental services that do not meet common dental standards;
- Services that are deemed to be medical services;
- Services and supplies received from a hospital;
- Services for which benefits are not payable according to the "General Limitations" section.

In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

General Limitations

No payment will be made for expenses incurred for you or any one of your Dependents:

- For or in connection with an injury arising out of, or in the course of, any employment for wage or profit;
- For or in connection with a sickness which is covered under any workers' compensation or similar law;
- For charges made by a Hospital owned or operated by or which provides care or performs services for the United States Government, if such charges are directly related to a military service connected condition;
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- For charges which the person is not legally required to pay;
- To the extent that they are more than either the applicable Contracted Fee, applicable Reasonable or Customary Charges or applicable Scheduled Amount;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; or
- For or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

No payment will be made for expenses incurred by you or any one of your Dependents to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Connecticut General Life Insurance Company will take into account any adjustment option chosen under such part by you or any one of your Dependents.

July 1, 2003

MEDICAL PLAN SUMMARY - HDHP-HSA PLAN

Effective January 1, 2015

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
All employees except those excluded by federal law	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26

	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
Co-payments	Not applicable	Not applicable
Deductible The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)
Coinsurance	0% after deductible (Plan pays 100% after deductible)	20% after deductible (80% by Plan and 20% by member)
Maximum out-of-pocket The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 for individual per plan year \$4,000 for family per plan year	\$4,000 for individual per plan year \$8,000 for family per plan year
Payment Basis	Negotiated fees; no balance billing	300% of MRC
Plan Year	January 1 - December 31	January 1 - December 31
Inpatient Hospital Services		
Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Outpatient Hospital Services Operating and recovery room,	0% after deductible	20%

	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.	(Plan pays 100% after deductible)	(Plan pays 80% of MRC after deductible)
Inpatient Mental Health Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Inpatient Substance Abuse Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Outpatient Mental Health and Substance Abuse	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Physician services		
Medical Care (Clinical indications of illness)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Allergy Care		
Office visits Testing	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Injections	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Well Child Care (No clinical indications or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Adult Physical Examinations (No clinical indications or history) (Includes hearing screening)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Routine Mammography (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Routine Gynecological (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Maternity Care (Prenatal and postnatal)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Emergency Care		
Emergency Room Visits	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
Urgent Care	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)

	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
	for medically necessary care)	for medically necessary care)
Walk-in Care (Walk in center or physician's office)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Ambulance	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
Outpatient Therapy Coverage		
Speech Therapy Occupational Therapy Physical Therapy (45 days combined maximum per year)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Chiropractic Services (45 days combined maximum per year)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Labs and X-Rays	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
High Cost Diagnostic Testing (MRI, CAT, PET, CT)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Home Health Care Maximum 16 hours per days	0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year combined in-network and out-of-network	20% (Plan pays 80% of MRC after deductible) Maximum of 200 days per plan year combined in-network and out-of-network
Hospice Care	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities 60 days combine maximum per year	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Durable Medical Equipment and Prosthesis	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Prescription Drug Benefits administered by Medco/ESI	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

<i>Vision Care^s Provided by EyeMed</i>	In accordance with EyeMed Access Plan H Benefit Design Summary	In accordance with EyeMed Access Plan H Benefit Design Summary
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This summary outlines the highlights of the plan. For a complete list of covered and non-covered services, refer to the official plan documents. If there are differences between this summary and the plan documents, the information in the plan documents takes precedence.

APPENDIX D

NORWALK DEPARTMENT OF POLICE SERVICE PERFORMANCE APPRAISAL REPORT
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NAME	RANK	DUTY ASSIGNMENT
DATE OF EVALUATION	EVALUATOR	REVIEWER
EVALUATION PERIOD	From	To

*Please rate the employee under each category, using a rating of 1, 2 or 3.
1-Exceeds Standards, 2-Meets Standards, 3-Requires Improvement*

JOB KNOWLEDGE

- Familiarity with Federal, State and Municipal laws related to job assignment. 1 2 3

Comments:
- Familiarity with departmental rules, regulations, directive, and procedures. 1 2 3

Comments:
- Familiarity with method, responsibilities and techniques of job assignments. 1 2 3

Comments:

JOB PERFORMANCE

- Overall quality of work. 1 2 3

Comments:
- Overall quantity of work (productivity). 1 2 3

Comments:
- Ability to make adequate judgments and decisions. 1 2 3

Comments:
- Ability to plan ahead and organize work in order to complete assignments. 1 2 3

Comments:
- Ability to work without supervision. 1 2 3

Comments:

- Quality of written reports and timeliness of completion. 1 2 3
Comments:
- Ability to handle new or stressful situations relating to job assignment. 1 2 3
Comments:
- Degree of self -motivation. 1 2 3
Comments:
- Ability to work with co-workers, supervisors and/or subordinates. 1 2 3
Comments:
- Ability to interact with diverse members of the community. 1 2 3
Comments:
- Ability to communicate, both orally and in writing. 1 2 3
Comments:
- Punctuality and preparedness for job assignment. 1 2 3
Comments:
- **Would you recommend this employee for a special assignment?** YES NO

ADDITIONAL COMMENTS: (Include comments on any area or activity in which the officer demonstrated outstanding performance.)

Signature of evaluator	Date	
Signature of evaluated employee	Date	COPY RECEIVED <input type="checkbox"/>
Signature of reviewer	Date	

EVALUATED EMPLOYEES COMMENTS:

AGREEMENT

BY AND BETWEEN

THE CITY OF NORWALK

AND

**NORWALK POLICE UNION,
LOCAL 1727, COUNCIL #15, AFSCME, AFL-CIO**

JULY 1, 2013 - JUNE 30, 2016

SIGNATURE PAGE

**NORWALK POLICE UNION,
LOCAL 1727, COUNCIL #15,
AFSCME, AFL-CIO**

CITY OF NORWALK

By:



David Orr
President

By:



Harry W. Rilling
Mayor

Date:

2/5/15

Date:

2/9/15