



# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON  
MAYOR

(203) 797-4511  
FAX (203) 796-1666

DATE: March 15, 2007

TO: Members of the Common Council

FROM: Mark D. Boughton, Mayor

RE: Collective Bargaining Agreement between the City and the Danbury Police Union Local #891, Council 15, AFSCME



---

I am pleased to present to the Council, with my strong endorsement, a proposed collective bargaining agreement between the City and the Danbury Police Union. This agreement is the product of good faith negotiations between the representatives of the City and the Union. It was ratified by a substantial majority of the members of the police bargaining unit on March 9.

The agreement addresses the terms and conditions of employment for sworn police personnel in three areas. First, it includes a two-year extension of the current contract, which would have expired on June 30, 2007. Second, it provides for the civilianization of dispatching, as contemplated by the expiring contract. Finally, it addresses the impact of the reorganization of the Police Department, as outlined in the Vision 2009 presentation approved by the Council last year. This agreement will assist the City in moving forward with improvement in the police services provided to the City's residents.

The following documents are enclosed for your review in connection with this matter:

- A copy of the agreement itself. Within this document are included references to those ordinances and Police Department rules modified by the agreement.
- A certification of the costs necessary to fund this agreement, prepared by the Director of Finance.

In addition, I am enclosing revisions of certain sections of the police pension ordinances. Some of the revisions are required by this new agreement. Others are designed to codify the amendments to the 1983 Police Pension Plan resulting from the 2003-2007 contract.

Your vote in favor of the agreement and the associated funding for it will not only benefit the City and all who live here, but will also be a vote of confidence in our police officers.

**CITY OF DANBURY**

**-and-**

**DANBURY POLICE UNION LOCAL #891,  
COUNCIL #15, AFSCME, AFL-CIO**

**TENATIVE AGREEMENT**

**IMPACT OF POLICE DEPARTMENT REORGANIZATION AND  
EXTENSION OF CURRENT CONTRACT**

03/04/07  
463137 v.02

## Article 7, Section 7.3.1, Vacations

To accommodate the change in the Police Department's table of organization, the contract provisions on the number of employees who may be on vacation at any one time shall be revised as follows:

### Section 7.3.1

- a. Three (3) Police Officers, ~~one (1) Sergeant~~ **and either two (2) Sergeants or and one (1) Sergeant** and one (1) Lieutenant ~~or Captain~~ per shift will be allowed off-duty on vacation at the same time for fifty-two (52) weeks per calendar year.

This change shall be effective on signing of the agreement for these negotiations over the impact of reorganization provided, however, that it shall not result in any change to vacations that have already been bid and granted under Section 7.1-F.

Upon reaching the full strength of 106 Police Officers, up to four (4) police officers per shift will be allowed off-duty on vacation at the same time for fifty-two (52) weeks per calendar year.

- b. No change.

## Article 12, Overtime, Section 12.9

Section 12.9 of the contract shall be revised to read as follows:

In cases of absences of ~~Captains~~, Lieutenants, Sergeants, and Police Officers, vacancies shall be filled, whenever possible, by an employee of the same rank of the absentee. In the absence of ~~both ranking officers~~ **two supervisory officers** on the same shift **(1 Lieutenant and 1 Sergeant, or 2 Sergeants)**, the Department shall, whenever possible, fill the vacancy created by the last officer to advise the Department of his intended absence. This shall be accomplished by affording an officer of comparable rank to such absent officer the same right to refuse such an assignment. ~~Notwithstanding the provisions of Section 12.9.1, if a Lieutenant refuses such an assignment, the Department may offer such work to Captains.~~

## Article 16, Wages, Section 16.1

In consideration for the impact of reorganization, including but not necessarily limited to, changes in duties and responsibilities, the loss of opportunities for senior employees to work in non-patrol assignments, and the loss of promotional opportunities due to the reduction in the number of Captain's and Lieutenant's positions:

1. Effective July 1, 2007, there shall be a new Step 7 added to the ranks of Police Officer and Detective Police Officer, for those in the rank who reach eleven (11) years of service.
2. Effective July 1, 2007, there shall be a new Step 4 for the ranks of Sergeant, Detective Sergeant, Lieutenant, Detective Lieutenant, Captain and Detective Captain, which shall be attained one year after reaching Step 3.
3. Effective July 1, 2007, the new steps shall be one and one-half percent (1.5%) above the current top steps 6 and 3.
4. Effective July 1, 2008, the new steps shall be three percent (3.0%) above steps 6 and 3.
5. Effective July 1, 2009, the new steps shall be five percent (5.0%) above steps 6 and 3.

## **Articles 16, 41 and 50, Wages**

The following general wage increases shall apply to all employees:

1. Effective July 1, 2007, all rates on the salary schedules of Articles 16, 41 and 50 of the contract shall reflect a three percent (3%) increase over the rates in effect on June 30, 2007.
2. Effective July 1, 2008, all rates on the salary schedules of Articles 16, 41 and 50 of the contract shall reflect a three percent (3%) increase over the rates in effect on June 30, 2008.

Further, the City and the Union agree that the wage increase for the first year of a new collective bargaining agreement (2009-2010) shall be not less than two and one-half percent (2.5%).

## **Article 17, Vacancy of Ranks, Sections 17.1, 17.2 and new Section 17.3**

### Section 17.1

A request for examination for advancement in rank of Sergeant, Lieutenant, and Captain shall be made by the Mayor to the Civil Service Commission within twenty-one (21) days after the occurrence of any vacancy within the ranks of Sergeant, Lieutenant, and Captain.

### Section 17.2

Whenever a vacancy in the rank of Captain, Lieutenant, or Sergeant occurs or a new rank or position is created such vacancy shall be filled within sixty (60) days of the establishment of a Civil Service certified eligibility list.

### **Section 17.3**

**It is understood that there will be changes in certain ranks and that some positions will be civilianized as a result of the Vision 2009 reorganization. When this occurs, there will not be a “vacancy” for the purposes of this Article. If a sworn police position in a different rank is substituted for one that has been eliminated as a result of reorganization (e.g., a Sergeant position substituted for a Captain position eliminated), the vacancy in the new rank will be subject to the provisions of Sections 17.1 and 17.2 above.**

## **Article 18, Pension Plan**

For employees who retire on or after the approval of this Agreement by the Union and the City's Common Council, the following changes shall apply to the 1983

Police Pension Fund:

1. When a regular member of the 1983 Pension Fund retires under Section 14-54(a) of the pension ordinance, the member's pension shall be calculated based on three percent (3%) of pay per year of service for the final five (5) years of service, and two percent (2%) of pay per year of service for years prior to the final five (5) years, but in no case greater than sixty eight percent (68%) of pay.
2. Section 14-55(b) of the pension ordinance shall be amended per the attached.

Neither the City nor the Union shall be required to negotiate over pensions for ten (10) years following approval of this Agreement. There shall be no changes in pensions prior to July 1, 2017.

CITY OF DANBURY  
POLICE PENSION ORDINANCE  
Section 14-55(b)

(b) When a regular member of the 1983 Police Pension Fund of Danbury shall become permanently disabled so as to be unable to perform active service in the Danbury Police Department by reason of mental or physical disability resulting from injury received or exposure endured in the performance of such member's duty, such member may make application for retirement to the Board of Directors of said fund and said Board of Directors shall retire such employee on an annual pension, payable monthly, equal in amount to fifty percent (50%) of the compensation being paid to said member at the time of disablement or in an amount computed in accordance with the provisions of subsection 14-54(b), whichever is greater; provided such member has been examined by two (2) physicians and such member has been found by such physicians to be unable to perform active service in said department, **and the member's disability is not the result of refusal to obtain reasonable medical treatment\* that would permit the member to return to duty;** and provided further that:

- (i) said benefits shall terminate after a period of two (2) years unless said member is then permanently and totally disabled so as to be unable to perform any suitable and comparable work; or
- (ii) **said benefits shall terminate if the member refuses recall to work within five (5) years of the granting of the disability pension.**

**For a period of five years following the granting of a disability retirement:**

- (i) **The Board shall require a disability retiree to submit to an annual medical examination by an examiner, selected by the Board, who is Board Certified in the specialty related to the retiree's disability. The Board shall give the retiree a minimum of two (2) weeks notice of the scheduled medical examination. If the retiree has relocated and the new residence is more than two hundred fifty (250) miles from Danbury, the Board shall arrange to have the examination conducted at a location closer to the retiree's new residence or shall pay for the reasonable cost of transportation to the Danbury area for the examination.**
- (ii) **If the medical examination reveals that the retiree's disability has abated to a sufficient degree that he/she may return to work, the retiree shall be recalled to an available position in the department.**
- (iii) **The retiree who accepts recall shall be given years of credited service for time spent on disability pension provided he/she shall make contributions for those years within the same number of years as the period of disability. If the retiree refuses to return to work, the Board**

**shall terminate his/her disability pension and the retiree may apply for a non-disability pension based on years of service prior to the period of the disability pension.**

**\*Whether medical treatment is “reasonable” shall be determined in accordance with the standards applied in workers’ compensation cases. In the event of a dispute, the determination of whether the member is refusing “reasonable medical treatment shall be made by an arbitrator who has experience in cases involving medical or disability issues. The arbitrator shall be selected by mutual agreement of the Danbury Police Union and the Mayor or his/her designee if the member/retiree is/was represented by the Union, or by mutual agreement of the member/retiree and the Mayor or his/her designee if not represented by the Union.**

In no event shall workers’ compensation when combined with the pension benefits provided for herein exceed 100% of the compensation being paid to the member at the time of disablement.

**This amended Section 14-55(b) is effective and applicable to all applications for service connected disability pensions on and after April 1, 2007. Prior to the effective date, the provisions of the ordinance in effect prior to the amendment shall apply.**

## **Article 22, Car Patrol Minimums, Section 22.1**

Article 22, Section 22.1 of the collective bargaining agreement shall be amended to read as follows:

It is agreed that there shall be not less than the following number of routine patrol sector cars on the various shifts and in keeping with the following schedule:

0800 hours to 1600 hours	7 cars
1600 hours to 2400 hours	9 cars
0001 hours to 0800 hours	7 cars

**Within one week following the signing of this Agreement concerning the impact of reorganization:**

<b>8-4 shift</b>	<b>8 cars</b>
<b>4-12 shift</b>	<b>10 cars</b>
<b>12-8 shift</b>	<b>7 cars</b>

**Upon full civilianization of call taking and dispatch functions:**

<b>8-4 shift</b>	<b>11 cars</b>
<b>4-12 shift</b>	<b>13 cars</b>
<b>12-8 shift</b>	<b>9 cars</b>

**Upon reaching 106 Police Officers as proposed in Vision 2009:**

<b>8-4 shift</b>	<b>11 cars</b>
<b>4-12 shift</b>	<b>14 cars</b>
<b>12-8 shift</b>	<b>10 cars</b>

## **Article 23, General Provisions, New Section on Job Descriptions**

Subject to approval of the Civil Service Commission, the City shall revise existing job descriptions for tested positions to reflect the changes made in each rank as a result of the Vision 2009 reorganization. The City shall also revise existing job descriptions for appointed ranks to reflect the changes made in each such rank as a result of the Vision 2009 reorganization.

In the course of preparing for the Police Department's application for accredited status, the City shall develop functional job descriptions as required by the accreditation agency. These job descriptions shall reflect the actual duties being performed and any changes contemplated by the Vision 2009 Reorganization. The Union shall be included in the process of developing these job descriptions.

The City acknowledges that it has a duty to bargain over the impact of any substantial change in job duties beyond those currently being performed by police officers or anticipated during these negotiations over the impact of the Vision 2009 Reorganization.

**Article 23, General Provisions, New Section on Civilian Dispatch and Front Desk/Call Taking**

There shall be a two-phase transition to civilianization of front desk call taking and dispatching. Effective as soon as practicable following agreement, the Department shall hire civilian call takers who will also work on the front desk. As call takers are hired and trained, they shall replace police officers performing call-taking and front desk functions and the police officers performing that work will be returned to regular patrol functions.

Following the above, the City shall move toward implementation of full civilian dispatching. This will commence with a transition period, not to exceed nine (9) months. During the transition period, there will be one civilian and one sworn police dispatcher on duty in the police dispatch center at all times. Said sworn police dispatcher shall not be counted as part of the minimum staffing for any given shift during which such transition is occurring.

The precise dates for the above will depend on the availability of appropriate facilities.

Following implementation of civilian dispatch, there shall continue to be an opportunity for a limited number of police officers to serve as replacement or temporary dispatchers to fill in for civilians who are absent, to temporarily fill vacancies, and/or to work overtime that is not taken by civilians. These Temporary Police Officer Dispatcher positions shall be posted as and treated as special assignments. The City/Police Department shall not mandate that police officers work as dispatchers once civilian dispatch is implemented. Assignments shall be on a voluntary basis.

Upon implementation of civilian dispatch, the civilians may report to a civilian manager of communications. However, at all times, there shall be a ranking officer/shift commander in the building.

**Articles 29, 47 and 55, Duration Contract Extension**

The contract shall be extended for a period of two years, through June 30, 2009.

## **Amendments to Rules and Regulations Required to Accommodate Agreement on Reorganization**

### **Section 5- Shift/Division Commander and Section 6- Desk Officers:**

Changes to titles will need to be made- the descriptions will be essentially unchanged.

For example- an officer having the rank of Captain will be known as a Division Commander.

An officer having the rank of Lieutenant will be known as a Shift Commander.

## **Side Letters (All NEW)**

### **Table of Organization**

As part of the accreditation process, the City shall maintain an organization chart. The City shall discuss any changes in the table of organization with the Union.

The City may codify the table of organization for Vision 2009 in an ordinance.

### **Availability of Sworn Officer at Headquarters:**

During the negotiations over the impact of the Police Department's reorganization and the civilianization of front desk/call taking and dispatch functions, the City informed the Union of its plan to have at least two sworn personnel in Headquarters at any given time. These two sworn personnel will likely be the shift commander, and a booking officer. These two sworn personnel will not be included as part of the minimum staffing provisions of Section 22.1 of the collective bargaining agreement. If there is any change proposed in the plan to have two sworn personnel in Headquarters at all times, the Chief will notify the Union President. The Chief and the Union shall meet and confer regarding the proposed change, and work out a mutually agreeable alternative.

### **Employees Currently on Promotional Lists**

Lieutenant McColgan and Lieutenant P. Gantert, who were on the promotional list to the position of Captain and would have been promoted but for the reorganization shall receive the pay differential between Captain's pay and their pay for the period from the date of the applicable vacancies until signing of an agreement on the impact of reorganization.

The parties agree that the effective dates of the vacancies for these two individuals would have been as follows:

Lieutenant McColgan                      3/28/06

Lieutenant Gantert                        4/8/06

Lieutenant McColgan and Lieutenant P. Gantert, should they not reach the rank of Captain during their employment as police officers for the City of Danbury, shall retire at Step 3 Captain's pay.