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EAST LYME TOWN CLERK

AGREEMENT

BETWEEN

THE TOWN OF EAST LYME

AND

**EAST LYME POLICE LOCAL NO. 2852, COUNCIL 4, AFSCME,
AFL-CIO**

JULY 1, 2018 - JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE I-RECOGNITION.....	2
ARTICLE II - NON-DISCRIMINATION.....	2
ARTICLE III - UNION SECURITY.....	2
ARTICLE IV - MANAGEMENT RIGHTS.....	3-4
ARTICLE IV A - EXERCISE OF RIGHTS.....	4
ARTICLE V - HOURS OF WORK AND OVERTIME.....	4-14
ARTICLE VI-SENIORITY.....	14-16
ARTICLE VII - GRIEVANCE PROCEDURE.....	16-17
ARTICLE VIII - DISCIPLINARY PROCEDURES.....	18-19
ARTICLE IX - SICK LEAVE.....	19-20
ARTICLE X - FUNERAL LEAVE.....	20-21
ARTICLE XI - PREGNANCY DISABILITY LEAVE.....	21
ARTICLE XII - INJURY LEAVE.....	21-22
ARTICLE XIII - PERSONAL LEAVE.....	22
ARTICLE XIV - INSURANCE.....	22-28
ARTICLE XV - UNIFORM ALLOWANCE.....	28-29
ARTICLE XVI-HOLIDAYS.....	29-30
ARTICLE XVII-VACATIONS.....	30-31
ARTICLE XVIII - LONGEVITY PAY.....	31
ARTICLE XIX-CIVILIAN COMPLAINT PROCEDURES.....	32
ARTICLE XX - UNION BUSINESS.....	32-33
ARTICLE XXI - MILITARY LEAVE.....	33
ARTICLE XXII - GENERAL PROVISIONS.....	34-37
ARTICLE XXIIA - POLICE CRUISERS.....	37
ARTICLE XXIII-IN-SERVICE TRAINING.....	37-38
ARTICLE XXIV - COLLEGE EDUCATION INCENTIVE.....	38
ARTICLE XXV - NON-MANDATORY TRAINING.....	38-39
ARTICLE XXVI - WAGE RATES.....	39-41
ARTICLE XXVII - RESIDENCY REQUIREMENT.....	41
ARTICLE XXVIII - PENSION PLAN.....	41-42
ARTICLE XXIX - CANINE (K-9) UNIT.....	42-43
ARTICLE XXX - MEDICAL EXAMINATIONS.....	43-44
ARTICLE XXXI – COMPLETE AGREEMENT.....	44
ARTICLE XXXII - DURATION.....	44
SIGNATURE PAGE.....	45
APPENDIX A - PHYSICAL EXAM CRITERIA FOR POLICE.....	46
APPENDIX A-I.....	47
APPENDIX B- WAGE SCHEDULE.....	48

PREAMBLE

This Agreement is entered into by and between the Town of East Lyme, hereinafter referred to as the Town or the Employer, and the Town of East Lyme Police Union #2852 and Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

- 1.1 **Coverage.** For purposes of this Agreement, the Town and the Union mutually agree that the following groups or classifications of employees constitute a unit appropriate for purposes of collective bargaining with respect to wages, hours and other conditions of employment within the meaning of Sec. 7-471(3) of the Municipal Employee Relations Act:

All regular full and part-time police officers, sergeants, and lieutenants in the Town of East Lyme Police Department, excluding all other employees, office clerical employees, captains, the deputy chief, chief and other supervisory employees, supernumeraries and police reserve units.

- 1.2 Part-time officers in the Union shall not be eligible for the rights and benefits specified within this Agreement unless part-time officers are specifically mentioned and provided for in a particular section of the Agreement. The term "officer" shall mean full-time officer unless otherwise stated within the Agreement.

ARTICLE II - NON-DISCRIMINATION

- 2.1 Neither the Town nor the Union shall discriminate against any full-time or part-time officer covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, natural origin, age, sex or religious belief.
- 2.2 Whenever the male gender is used in this Agreement it shall be construed to include equally both male and female officers.

ARTICLE III - UNION SECURITY

- 3.1 The Town agrees to deduct Union membership dues once each week from the pay of those Union members who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer of the Union after such deductions are made once a month.
- 3.2 The Union agrees to indemnify and save the Town harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
- a. To determine the public safety requirements of the Town.
 - b. To hire, appoint, promote, assign and transfer personnel.
 - c. To determine the number and types of full-time and part-time officers required to perform the Town's operation.
 - d. To establish schedules for the work force including determining the number of personnel required to be on duty on each shift.
 - e. To establish standards of productivity and performance of the work force.
 - f. To contract out or discontinue services, positions or programs in whole or in part.
 - g. To determine the content of job classifications including experience and training requirements and to ensure that incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by full-time and part-time officers, and to determine the type of examination(s) and weights assigned to various parts of the examination(s) for selection to employment and promotional selection processes.
 - h. To discharge, demote, suspend, or impose other disciplinary actions upon its personnel and to prescribe and enforce reasonable rules and regulations for the maintenance of discipline including establishing a dress code and for the performance of work in accordance with the requirements of the Town.
 - i. To relieve full-time and part-time officers from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
 - j. To take all necessary actions to carry out the mission of the Department in times of emergency.
 - k. To determine the type, care, maintenance and operation of equipment and property used for and on behalf of the purpose of the Town.
 - l. The scheduling and assigning of leaves.
 - m. The assignment of overtime.

- n. Notwithstanding any Town Charter or Ordinance, this Agreement shall be the exclusive controlling authority.
- o. To direct, control, and supervise employees.
- p. To institute technological changes.
- q. To alter, add, or eliminate equipment or facilities.
- r. The Town retains, whether exercised or not, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the Town's law enforcement activities are conducted, managed and administered.

ARTICLE IV A - EXERCISE OF RIGHTS

- 4.1 A The Town's or the Union's failure to exercise any right, prerogative or function hereby reserved to it shall not be considered a waiver of the right, prerogative or function.

ARTICLE V - HOURS OF WORK AND OVERTIME

- 5.1 The regular workweek shall be five (5) consecutive days of duty, nine and one quarter (9.25) hours per day, followed by three (3) consecutive days off.
- 5.2 All hours or part thereof worked in excess of nine and one quarter (9.25) hours per day and any hours or part thereof worked on a regularly scheduled day off shall be paid at a rate of one and one-half times (1½) the officer's regular rate of pay. However, if an officer works two (2) consecutive shifts, he shall be paid for eight (8) hours for the additional shift. Paid but unworked hours shall not be counted as hours worked for calculating overtime pay.

Additionally, in the event that a full-time employee works an eight (8) hour overtime shift on a scheduled day off, he shall be paid for eight (8) hours for such time at time and one-half (1½) his/her regular wage rate.

- 5.3 The daily schedule shall include a thirty (30) minute paid meal period for each shift. If all officers on shift choose to eat at the same time at least one (1) officer must eat at a different location. A reasonable amount of time for coffee breaks which do not conflict with duty assignments shall be allowed.
- 5.4 Shift swaps requested by full or part-time officers are allowed with the approval of the Chief of Police or his/her designee in the same or different pay periods so long as both officers maintain forty (40) hours per pay period. Approved shift swaps will be notated on the back of the time card.
- 5.5 Shifts will be the following hours:

Midnight Shift - 2345 to 0900 hours

Day Shift - 0745 to 1700 hours
Evening Shift - 1545 to 0100 hours

- 5.6 To ensure the Town flexibility, yet keeping the shifts reasonably stable, a two (2) hour adjustment to the work shift may be made by the Chief of Police or his designee within a 24-hour time period. However, any officer affected by such an adjustment shall be paid at a rate of one and one-half (1½) times the hourly rate for two (2) hours of the nine and one-quarter (9¼) hour shift. All adjustments to the stated work shift requested by full or part-time officers must have prior approval of the Chief of Police. Approved adjusted hours shall be paid on a regular straight time basis. Approval shall not be unreasonably withheld.
- 5.7 Shift swaps requested by full or part-time officers are allowed with the approval of the Chief of Police or his designee in the same or different pay periods so long as both officers maintain forty (40) hours per pay period. Approved shift swaps will be notated on the back of the time card.
- 5.8 Officers will be paid for hours worked during time changes (moving the clock ahead or back).
- 5.9 All full-time officers will be given equal opportunity by a rotation system for extra duty and overtime assignments within the Department to fill in for sick time, vacations, leaves and outside work assignments, in accordance with the rotations set forth below. Assignments to be filled by the rotation system will be offered in the order the officers name appears in the rotation.

If an officer refuses an assignment, his name shall go to the bottom of the list except if said refusal is due to the officer being regularly scheduled to work during the time of the assignment or if the officer has worked or will work a double shift prior to or after the assignment. Should additional officers be required upon completion of the full-time and officer rotation system, part-time officers will be given equal opportunity by a rotation system in the same manner as the full-time rotation system prior to utilizing non-bargaining unit employees. The Town shall not be responsible for any mistakes made in the assignment of personnel in accordance with the rotation system herein if said assignment is made by a member of the bargaining unit.

There will be two (2) lists for all regular overtime assignments (one (1) list for patrol overtime and one (1) list for sergeant overtime).

Sergeant Overtime List:

If a sergeant refuses a sergeant overtime assignment, his name shall go to the bottom of the list except if said refusal is due to either the sergeant being regularly scheduled to work during the time of the assignment or if the sergeant has worked or will work a double shift prior to or after the assignment.

Patrol Overtime List:

If a patrol officer refuses an assignment, his name shall go to the bottom of the list

except if said refusal is due to either the patrol officer being regularly scheduled to work during the time of the assignment or if the patrol officer has worked or will work a double shift prior to or after the assignment.

Sergeants will be given an opportunity to fill the patrol overtime assignment once all of the full-time patrol officers have been exhausted.

Should additional officers be required upon completion of the full-time officer rotation system (patrol officers and sergeants), part-time officers will be given an opportunity by a rotation system in the same manner as the full-time rotation system prior to utilizing non-bargaining unit employees.

The Town shall not be responsible for any mistakes made in the assignment of personnel in accordance with the rotation system herein if said assignment is made by a member of the bargaining unit.

There will be two (2) lists for all other overtime assignments (one (1) list for Town overtime and one (1) list for extra duty overtime).

Town Overtime List:

All full-time officers will be given equal opportunity by a rotation system for Town overtime assignments within the Department for Town overtime assignments (that are not considered patrol or sergeant overtime assignments).

Assignments to be filled by the rotation system will be offered in the order the officers name appears in the rotation.

If an officer refuses a Town overtime assignment, his name shall go to the bottom of the list except if said refusal is due to the officer being regularly scheduled to work during the time of the assignment or if the officer has worked or will work a double shift prior to or after the assignment.

Should additional officers be required upon completion of the full-time officer Town overtime assignment rotation, part-time officers will be given equal opportunity by a rotation system in the same manner as the full-time rotation system prior to utilizing non-bargaining unit employees.

The Town shall not be responsible for any mistakes made in the assignment of personnel in accordance with the rotation system herein if said assignment is made by a member of the bargaining unit.

Extra Duty Assignments List:

All full-time officers will be given equal opportunity by a rotation system for extra duty assignments within the Department for outside work assignments.

Assignments to be filled by the rotation system will be offered in the order the officers name appears in the rotation.

If an officer refuses an extra duty assignment, his name shall go to the bottom of the list except if said refusal is due to the officer being regularly scheduled to work during the time of the assignment or if the officer has worked or will work a double shift prior to or after the assignment.

Should additional officers be required upon completion of the full-time officer extra duty assignment rotation, part-time officers will be given equal opportunity by a rotation system in the same manner as the full-time rotation system prior to utilizing non-bargaining unit employees.

The Town shall not be responsible for any mistakes made in the assignment of personnel in accordance with the rotation system herein if said assignment is made by a member of the bargaining unit.

- a. The Town agrees that it shall not unilaterally limit the number of consecutive days an officer can work except for health/safety reasons.

5.10 The Town agrees that patrol officers and Sergeants have the option of working a bid shift system of scheduling (i.e., straight days, eves, mids, and/or combination thereof) for available shifts based on seniority.

- a. The officers and Sergeants, shall bid their shifts among the established shifts approximately every eight (8) weeks in accordance with rank seniority. Officers will bid for slots commensurate with their assignment/certification, such as patrol officer, Sergeants, Challenge, or similar program(s).
- b. The sign-up will be posted forty-five (45) days prior to the effective date. There will be fifteen (15) days allowed for sign-up. Officers shall sign-up by indicating in writing their first, second, and third choices of two shifts. Officers shall work the shifts for the duration of the posted schedule.
- c. Once the fifteen (15) days of the sign-up period expires, should thereby any officers that have not signed up for a shift, the Chief of Police may assign the empty slots by seniority. Once this has been done, the schedule will be posted approximately twenty (20) days prior to the effective date.
- d. An officer may have his shift changed by the Chief of Police or his designee after receiving written notice not later than ten (10) days prior to the change provided scheduled time off is not lost. If scheduled time off is lost, time and one-half (1½) will be paid for that lost time off. Changes in shift assignments may require that an officer's scheduled days off be changed.
- e. One (1) officer may be substituted for another provided the following is adhered to:
 - (1) The request is submitted, in writing, to the Chief of Police or his designee at least eight (8) hours prior to the proposed substitution.
 - (2) Substitutions shall not impose any additional costs to the Town.

- (3) The substitution must be approved by the Chief of Police or his designee which shall not be unreasonably withheld.
 - (4) Substitutions may be for an entire bid period or any part thereof.
 - (5) Substitutions shall maintain forty (40) regular hours per pay period.
- 5.11 The work schedule for the officer(s) assigned to Challenge or other school based programs shall be the Day shifts with an Administrative Schedule (5-2/4-3, 9.25 hours per shift) during the course of the school year (except as set forth below).

During the summer school recess and any other recess of five (5) or more consecutive days (excluding Saturdays and Sundays), as determined by the Chief of Police, the officer(s) assigned to a Town school (or schools) will work the regular patrol officer rotation and count toward the minimum manning requirements.

 - a. Only one (1) officer per day shall be assigned to Challenge or other school based programs.
 - b. Except as set forth above, the Challenge or other school based programs- certified officer working a shift shall not be counted with regard to minimum manning requirements while assigned to Challenge or other school based programs.
- 5.12 In emergency situations, shifts or Platoons may be changed with twenty-four (24) hours written notice from the First Selectman to the affected officers.
- 5.13 No provision of this Agreement shall be construed to prevent the First Selectman from ordering an officer to work overtime.
- 5.14 If the Town determines that coverage is needed for unforeseen vacancies then those absences shall be covered first by offering the work to available officer(s) and then available part-time officer(s) on the preceding and succeeding shifts and then in the following manner:
 - a. A reasonable attempt must be made to fill said shift/work assignment through a volunteer basis using the overtime rotation system, Section 5.9 of this Article, for officers and part-time officers.
 - b. A list in reverse order of seniority will be maintained by the Town. If a shift or work assignment cannot be filled on a volunteer basis the Town will order in the first officer contacted on the order in list. That officer's name will then go to bottom of the order in list.
 - c. The Town may excuse an officer from the order in for legitimate reasons.
 - d. An officer may not be ordered in if he is off work due to a sick day, vacation day, owed holiday, personal day, injury leave or funeral leave.
 - e. An officer may not be ordered in to work if he is already on an assignment at that

time for the department or representing the department to an outside agency.

- f. If the Town determines that it must hold over an officer from one shift to the next on a non-volunteer basis, the order in list referred to in Section 5.14.b. must be used in a sequential manner to determine which officer will be held over. The held over officers name will then go to the bottom of that order in list.
- g. No provision of this Agreement shall be construed to prevent the First Selectman from ordering in officers in emergency situations.

5.15 If the Town determines that coverage is needed for absent part-time officers, said absences shall be covered in accordance with Section 5.9 of this Article.

5.16 The Town will initially schedule three (3) officers on each shift year round comprised of the following:

Two (2) patrol officers and one (1) sergeant will be initially scheduled on each shift.

If either a patrol officer or a sergeant does not work an assigned shift (for reasons, such as, but not limited to, training, vacation leave, sick leave, a holiday(s), injury leave, personal leave, jury duty, funeral leave, pregnancy/maternity leave and union business leave), the Town shall maintain a minimum of two (2) patrol officers and one (1) sergeant on each shift.

If the manning level falls below three (3) officers, a third officer (or sergeant, if the position being filled is a sergeant position) will be assigned to the shift.

If both a sergeant and a patrol officer initially assigned to the same shift do not work the assigned shift and the manning level falls below three (3) officers, the third officer for such shift shall be manned by offering the assignment to sergeants from the sergeant overtime list; unless another sergeant is already scheduled for that shift, in which case the third assignment will be offered to patrol officers from the patrol overtime list.

5.17 Except as set forth below, the East Lyme Police Department will make available two (2) four (4) hour part time shifts per week for part-time officers to fill.

If a part-time officer:

- (a) fails to work a minimum of one (1) part-time shift in any calendar month, the Town will not be required to make any shifts available for such part-time officer in the ensuing calendar month (unless the part-time officer is out of work either on workers' compensation during the one (1) month period and has no work capacity or the part-time officer has a medical condition that precludes the officer from performing the essential functions of his job (with a report from the officer's treating physician for the medical condition specifically addressing his ability to perform the essential functions of his job)); or
- (b) if a part-time officer fails to work a minimum of one (1) part-time shift during any six (6) consecutive month period the Town will not be required to make any shifts

available to the part-time officer (unless the part-time officer is out of work either on workers' compensation during the six (6) month period and has no work capacity or the part-time officer has a medical condition that precludes the officer from performing the essential functions of his job (with a report from the officer's treating physician for the medical condition specifically addressing his ability to perform the essential functions of his job)). Such six (6) consecutive month period includes any month that the Town is not required to make shifts available to the part-time officer, as set forth under (a) above.

No part-time officer shall work more than two (2) part-time shift per week. The aforementioned part time shifts will be between the hours of 1800 and 0100 hours, however, the Town and bargaining unit agree to discuss the utilization of this time dependent upon needs. The intent of these shifts are to supplement current staffing and cannot be used to replace minimum patrol requirements set forth in the contract. They also cannot be used to replace normal overtime assignments currently scheduled, such as, but not limited to: Boat Patrol, Foot Patrol, investigative shifts, Town sponsored outside jobs, school functions, youth service functions, etc. private contractor, outside jobs, etc. provided, however, that the Town may also utilize part-time officers for special events and/or in lieu of ordering in full-time officers. The Chief of Police or his designee will determine the day of the week of these shifts, and the assignment of the officer. The assignment can be used to supplement any patrol(s) with the exception of outside jobs.

- 5.18 Part-time officers who are assigned to work in accordance with provisions contained in this Article shall be paid at their regular base rate for all hours worked under forty (40) hours in one (1) week and time and one-half (1½) their regular base rate for all hours worked in excess of forty (40) hours per week.
- 5.19 Off duty court appearance required as a result of actions taken in the course of their police duty with the Town will be paid for all hours spent at a minimum as a four (4) hour assignment except as otherwise provided for herein. Officers shall be paid at one and one half (1½) their base rate for said hours. Officers required to work beyond their regular shift hours as a result of a court appearance shall only be paid for those hours actually worked with any partial hours rounded off to the nearest quarter (¼) hour.
- 5.20 Where the operational needs of the Employer require, the Employer may request employees to volunteer, at their discretion, to fill a different shift on a day normally scheduled (worked) by the employee.
- 5.21 For training needs, probationary employees shall work shifts (at least a week in duration) determined by the Employer provided there is no deviation from the 5-3 schedule or use, as a result of the reassignment, of probationary employees to meet the requirements of Section 5.16.
- 5.22 **Sergeant:**
 - a. The Town may appoint Sergeants, who will be working leaders. The Sergeants shall report to the Chief of Police or his/her designee.

- b. Sergeants shall be middle level supervisors (working leaders) and supervise other East Lyme Police Officers, under the guidance and direction of the Chief of Police or his/her designee.
- c. **Work Schedule:** The Department shall institute a 5-3 work schedule for Sergeants, which shall consist of five (5) consecutive days of duty, nine and one-quarter (9¼) hours per day, followed by three (3) consecutive days off.
- d. Sergeants shall wear Sergeant stripes on all uniform shirts, sweaters, coats, jackets and shall wear a Sergeant breast badge and collar emblems.
- e. Sergeants will have operational and administrative responsibility. They will function as the squad supervisors.
- f. An independent testing process utilizing written and oral examinations shall be utilized by the Town to assist in identifying and ranking qualified applicants for vacancies provided that if because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant for the same rank, the Town will award the higher rank to the employee with the most bargaining unit seniority. The First Selectman and Chief of Police (or his/her designee) shall select one of the top three (3) qualified applicants for each vacancy who shall be appointed not less than seven (7) days after notice to the Board of Selectmen.

Eligibility. To be eligible for promotion to the rank of Sergeants, applicants must have five (5) years of continuous service, as of the application deadline, as a full-time police officer with the East Lyme Police Department. This requirement may be waived if there are no qualified applicants for the position.

- 1. **Written Examination.** The Town shall advise the Union of the agency conducting the written examination a reasonable time prior to the written exam so as to allow discussions, if necessary, over the agency's qualifications.
- 2. **Oral Examinations.** Candidates will appear before an oral panel. The oral panel shall consist of at least three (3) "outside" officers holding a rank equal to or at least one rank higher than the promotion level being tested. These officers shall be certified police officers and currently employed as a police officer in the State. Nothing herein shall prohibit the testing agency from placing a moderator(s) at the oral exam.

Copies of the applications shall be distributed to the oral panel members on or before the day of the oral examination. The oral panel shall use the same outline of questions when interviewing each applicant. Only the applicant, the members of the oral panel, and the moderator(s), if any, shall be present at the time of the oral examination.

- 3. **Scoring & Weight** - A final score shall be compiled for each applicant as follows:

Oral Evaluation - 50% weight; Written Examination - 50% weight.

4. **Promotional List Expiration** - The list of rankings of the officers, both scores (oral, written and total) shall be provided to the Union as soon as it is available. The list shall be considered "active" for the purpose of promotions for two (2) years from publication date. Thereafter, the list shall expire.
- g. Upon completion of thirty-six (36) months' satisfactory service after being appointed a Sergeant, he/she shall be eligible for reclassification to Step 2.
- h.
 1. The Town may assign a Sergeant to Administrative Sergeant. This assignment is revocable and not otherwise subject to the grievance and arbitration process. The Administrative Sergeant will be primarily responsible for administrative duties. The Administrative Sergeant shall report to the Chief of Police or his/her designee. The Town will provide a notice of revocation of this assignment of at least fourteen (14) days to the Union and the Administrative Sergeant.
 2. The work schedule for the Administrative Sergeant position shall be the Day Shift with an Administrative Schedule (5-2/4-3, 9.25 hours per shift). The Administrative Sergeant shall not rotate schedules pursuant to Section 5.22(c).
 3. The Administrative Sergeant shall be independent of, and not included in, minimum staffing levels, which are mandated in the collective bargaining agreement, except for emergency circumstances.
 4. The Administrative Sergeant shall be entitled to work extra-duty and overtime shifts, utilizing the rotation system, so long as it does not conflict with the work schedule of the position.

5.23 **Detective:**

- a. The Town shall post the assignment opening (or openings) and test times at least one (1) month prior to the application deadline.
- b. Eligibility for the detective position(s) requires a minimum of five (5) years of continuous full-time service, as of the application deadline, as a sworn member of the East Lyme Police Department. This requirement may be waived if there are no qualified applicants for the assignment.
- c. **Written Examination.** The Town shall advise the Union of the agency conducting the written examination a reasonable time prior to the written exam so as to allow discussions, if necessary, over the agency's qualifications.
- d. **Oral Examinations.** Candidates will appear before an oral panel. The oral panel shall consist of at least three (3) "outside" officers holding a rank equal to or at least one (1) rank higher than the assignment being tested. These officers shall be certified police officers and currently employed as a police officer in the State. Nothing herein shall prohibit the testing agency from placing a moderator(s) at the oral exam.

Copies of the applications shall be distributed to the oral panel members

on or before the day of the oral examination. The oral panel shall use the same outline of questions when interviewing each applicant. Only the applicant, the members of the oral panel, and moderator(s), if any, shall be present at the time of the oral examination.

- e. **Scoring & Weight** - A final score shall be compiled for each applicant as follows:

Oral Evaluation - 50% weight; Written Examination - 50% weight.

- f. **List Expiration** - The list of rankings of the officers, both scores (oral, written and total) shall be provided to the Union as soon as it is available. The list shall be considered "active" for two (2) years from publication date. Thereafter, the list shall expire.

- g. The candidate who is selected and assigned to this position shall normally hold the assignment for a period of one (1) calendar year. At that juncture, the performance of the Detective will be subjected to a performance review. The Town reserves the right to continue or terminate the assignment of the Detective.

- h. For assignment as a Detective, a non-cumulative stipend of \$38.46 per week/\$2,000.00 per annum.

Commencing year 2 of the contract (July 1, 2019 through June 30 2020) the detective stipend shall be paid in two (2) lump sums: one-half (½) in the last payroll of December and one-half (½) in last payroll of June in each contract year.

- i. Each Detective shall normally work a day shift schedule of 5-2/4-3 (9.25 hours per shift) with flexible hours with respect to start time and end times as agreed to by the detective and the Chief of Police or his/her designee.

- j. **Temporary Assignment**. Officers may be appointed to work as a Detective on a temporary basis, i.e., usually one (1) month or less. Temporary Detective(s) shall not be entitled to receive the Detective stipend, shall not be subject to the testing procedures as set forth more fully herein and shall work the administrative schedule (5-2/4-3; 9.25 hours per shift).

- k. A Detective shall be independent of and not included in minimum staffing levels which are mandated in the collective bargaining agreement, except for emergency circumstances.

- 1. Each Detective is entitled to extra-duty and overtime shifts, through the rotational system, which do not conflict with the work schedule of the position.

5.24 At the completion of field training, officers will be required to work a fifty-six (56) day cycle on each shift. Only after officers have worked all three (3) shift cycles will they

be allowed to bid. The Union acknowledges this requirement may delay a more senior officer to bid a shift.

- 5.25 Overtime for employees attending POST C Basic Academy Training Course shall be time and one-half (1½) of their regular hourly rate as established in Article V of this Agreement for any hours worked in excess of one hundred seventy one (171) hours in any twenty eight (28) day pay period. The Employer shall be entitled to fully utilize the 7K exemption, 29 CFR Part 5532.
- 5.26 Any officer who works as a Field Training Officer shall receive one and one-half (1½) hours at straight time or compensatory time (at the Town's discretion) for each shift worked as Field Training Officer, to be utilized in the same fashion as provided for in this Article.
- 5.27 **Compensatory Time.** The Employer, at its discretion, may offer compensatory time in lieu of overtime pay (with the exception of FTO and Canine). Employees shall have the sole discretion to accept compensatory time for overtime pay unless it is otherwise provided for in this Agreement. Compensatory time shall be earned at the same rate as overtime (e.g., 1 hour of OT = 1.5 hours compensatory time). Employees may accumulate compensatory time up to a maximum of 380 hours. Compensatory time shall be paid out to an employee upon separation from services at the employee's rate of pay at the time of separation. (An employee's use of compensatory time shall be excluded from the minimum staffing provisions of the Collective Bargaining Agreement, specifically 5.16. An Officer's use of compensatory time shall not be cause to drop from three (3) officers to two (2) officers).
- 5.28 The scheduling of the compensatory day off shall be by mutual agreement of the parties; provided, however, the Employer can deny a request for compensatory time if it reduces staffing below minimum manning or adversely impacts operations.
- 5.29 The Town may implement an electronic time keeping system as a means of scheduling:
- (a) overtime assignments;
 - (b) extra duty assignments; and
 - (c) unforeseen vacancy assignments.

Upon implementation of such system, the Town will no longer be required to adhere to "wait times" for purposes of call-ins for overtime assignments, extra duty assignments and unforeseen vacancy assignments, provided, however, the Town agrees to meet with the Union to negotiate the impact of the system.

ARTICLE VI - SENIORITY

- 6.1 **Definition of Bargaining Unit Seniority:** Bargaining unit seniority shall consist of the total continuous, full-time service as an officer or continuous service as a part-time officer, since the last date of hire, within the bargaining unit, as the case may be. Part-time service shall not be credited toward full-time service.

Definition of Rank Seniority: The length of continuous service of an employee within

his/her classification.

If the application of the preceding results in two (2) or more employees having the same bargaining unit or seniority, seniority preference shall be established based on receipt of the higher grade in any competitive examination that may have been administered.

- 6.2 Seniority for officers shall not be interrupted by authorized leave, vacation or paid sick leave. In addition, seniority for officers and part-time officers shall not be interrupted by a suspension without just cause or job related injury.
- 6.3 **Loss of Seniority.** Full-time or part-time officers shall lose seniority for the following reasons:
- a. Discharge for just cause, quit, retirement or resignation.
 - b. Failure to give notice of intent to return to work after recall following two (2) weeks of receipt of the notification.
 - c. Failure to return to work upon expiration of a leave of absence, unless authorized.
 - d. Layoff for a period of two (2) years.
- 6.4 Bargaining unit seniority shall prevail with regard to scheduling of vacation. Layoff or reduction of employees shall be done by the Employer by classification (Officer/Sergeant) subject to rank seniority within classification status. The officer laid off from a classification with the most seniority in the rank shall be recalled first, provided he is physically capable to perform the work at the time of recall pursuant to Article XXXI, Section 33.1. Recall of all officers shall continue by classification in order of rank seniority. Layoffs of up to two (2) continuous years shall not jeopardize the continuous service requirements for the Town Pension Plan.
- Bumping:** An officer laid off, may bump the officer with the least seniority in the same classification or in a lower classification, if the bumping officer has more rank seniority than the officer he/she will bump, has previously worked in that position in that department, and is qualified to perform the functions of an officer in such classification immediately without training or break-in.
- 6.5 No officer or part-time officer shall attain seniority rights under this Agreement until he has served as an officer or part-time officer for a period of one (1) year. After one (1) year of service, seniority shall be retroactive to the date of appointment as an officer or part-time officer.
- 6.6 During the attendance of a full-time officer at the Municipal Police Training Council and the twelve (12) month period from the date of successful completion of instruction required by the Connecticut Municipal Police Training Council or if it is not required that the officer attend the Connecticut Municipal Police Training Council the first twelve (12) months of employment as an officer shall be a probationary period. The probationary period for part-time officers shall consist of the twelve (12) month period following their successful completion of the road qualification in accordance with State Statute and as certified by the Chief of Police or his/her designee. Part-time officers shall complete the instruction required by the Connecticut Municipal Police Training

Council in the manner and time required by law.

- 6.7 The Town may discipline or terminate an officer for any reason during the probationary period and such action shall not be a violation of this Agreement. Notwithstanding the foregoing, the probationary employee and/or the Union may grieve, but not arbitrate, any discipline, other than discharge, imposed during the probationary period. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absence. If there is a break in service greater than one (1) month, the Town may require that the entire probationary period be restarted at the time the officer or part-time officer returns to work.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.1 For purposes of this Article, a grievance shall be defined as an actual dispute arising as a result of the application or interpretation of one (1) or more express terms of this Agreement.
- a. Alleging that his rights under the specific language of this Agreement have been violated or that as to him there has been a misapplication or misinterpretation of the specific language of this Agreement;
 - b. Concerning discharge, suspension or other disciplinary action.

7.2 Procedure for Written Grievance

- a. Any officer may use this grievance procedure with or without Union assistance. The written complaint must be signed by the officer submitting the grievance.
- b. A grievance shall be processed in the following four (4) steps:

STEP ONE. If an officer has a grievance, the officer or his representative, if represented, shall submit the grievance in writing within fifteen (15) days from the date of the occurrence or discovery of the occurrence to the Chief of Police. Within seven (7) days after receiving such grievance, the Chief of Police shall render his decision in writing to the aggrieved officer and his representative, if represented.

STEP TWO. If the grievant and his representative, if represented, are not satisfied with the decision rendered in Step One, he or his representative may within ten (10) days submit the grievance to the First Selectman or his designee, who shall schedule a meeting, if requested by either party, within fifteen (15) days. The First Selectman or his designee shall render a decision in writing to the aggrieved officer, and his representative, if represented, within seven (7) days' after the grievance is filed or a meeting, if any.

STEP THREE. (To be utilized only for grievances resulting from suspensions greater than five (5) days or discharge). If the Union is not satisfied with the decision rendered in Step Two, it may, within ten (10) days, submit the grievance to the Board of Selectmen of the Town of East Lyme, which shall schedule at their next regularly scheduled meeting, a meeting with the Union for the purpose

of addressing such grievance. The Board of Selectmen shall render its decision in writing to the aggrieved officer and his representative, if represented, within seven (7) days after such meeting concludes.

STEP FOUR. If the Union is not satisfied with the decision rendered in Step Three for grievances resulting from suspensions greater than five (5) days or discharge or decisions rendered in Step Two for all other grievances, then it may submit such grievance to arbitration within twenty (20) days from the receipt of the decision.

Generally, arbitration proceedings shall be held before the State Board of Mediation and Arbitration. However, by mutual agreement of the parties, the arbitration may be expedited or held before the American Arbitration Association. In the absence of a mutual agreement, either party may submit the grievance to the American Arbitration Association, if the party agrees to pay the full cost of the arbitrator and arbitration fees.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Town.

- c. If any of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- d. Time extensions beyond those stipulated in this grievance procedure and waiver of the step procedures may be arrived at by mutual agreement of the parties concerned, in writing. The failure of the Town to respond within the applicable time frame shall be deemed a denial of the grievance. For purposes of this Article, days shall mean calendar days.
- e. Any party shall have the right to employ a public stenographer or recorder and operator of its choice at any step in the procedure at its own expense.
- f. The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration with said Board provided both parties mutually agree on the desirability of this service.
- g. The number of bargaining unit officers who may be released from duty with pay in order to present grievance under this Article shall not exceed one (1) at any time.
- h. Part-time officers in the unit shall be eligible to utilize the grievance procedure as described in Article VII in the same manner as officers.

ARTICLE VIII - DISCIPLINARY PROCEDURES

- 8.1 No permanent officer shall be discharged, demoted, suspended or disciplined except for "just cause." Permanent officers may utilize Article VII to grieve disciplinary action.
- 8.2 Notwithstanding any Town Charter or Ordinance, this Agreement shall be the exclusive controlling authority.
- 8.3 As used herein, the term "demoted" shall include the transfer of an officer, laterally or otherwise, resulting in a reduction of the officer's wages or other benefits the officer had in said position.
- 8.4 Where the Town proposes to implement discipline greater than or equal to a three (3) day suspension, and up to and including, discharge, the First Selectman shall before discipline is imposed: (1) serve written notice on the employee and the Union setting forth: (a) the nature of the discipline proposed, (b) the general charges against the employee and the rules, if any, which the employee is alleged to have violated, and (c) provide the documentation, if any, relied upon by the Town; and (2) provide the employee with an opportunity to meet, together with Union representation/Union attorney, if requested, with the First Selectman in order to provide the employee with an opportunity, in writing or in person, to make a defense with respect to the proposed discipline.
- 8.5 Disciplinary actions shall follow this order:
- a. Verbal warning;
 - b. Written warning;
 - c. Suspension; and
 - d. Discharge.

Warnings shall set forth the type of warning (verbal or written) being given to the employee.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted in appropriate circumstances.

- 8.6 If an employee is arrested for a felony committed while on duty and the Town determines that the charge(s) will be deleterious to or bring discredit to the Town, the First Selectman may place the employee on unpaid administrative leave for a period not to exceed adjudication.

In matters where an employee is charged with a class A or class B felony while off duty and the Town determines that the charge(s) will be deleterious to or bring discredit to the Town, the Town may place the employee on administrative leave, with or without pay, for a period not to exceed adjudication.

In matters where an employee is charged with a class C, class D felony or a class A misdemeanor while off duty and the Town determines that the charge(s) will be deleterious to or bring discredit to the Town, the Town may place the employee on

administrative leave, without pay, after thirty (30) days of the date that the charge(s) have been issued.

This Article does not change the requirements of Connecticut General Statutes Section 7-465, nor is the employee precluded from invoking the collective bargaining agreement, if exonerated.

ARTICLE IX - SICK LEAVE

- 9.1 Officers shall be granted sick leave paid at their normal base rate for personal illness or injury, except where directly connected to the employment by an employer other than the Town as follows:
- a. Officers with less than one (1) year of service are eligible for a maximum of five (5) days of sick leave per calendar year.
 - b. Officers with one (1) year but less than five (5) years of service are eligible for a maximum of ten (10) days of sick leave per calendar year.
 - c. Officers with five (5) but less than ten (10) years of service are eligible for a maximum of twelve (12) days of sick leave per year.
 - d. Officers with ten (10) or more years of service are eligible for a maximum of fifteen (15) days of sick leave per year.
- 9.2 The maximum amount of sick leave an officer may accumulate is two hundred (200) days. Once an officer has attained the maximum sick leave allowance, he will cease to accrue further sick leave until his balance falls below two hundred (200) days. Forfeited sick leave will not be reinstated.
- 9.3 Four (4) hours or more of sick leave will be charged as a full day. Less than four (4) hours of sick leave will be charged as half day.
- 9.4 In the event the serious illness of an officer's spouse or children require his personal attendance, he may have such an absence charged against credited sick leave, but in no event to exceed (3) consecutive days.
- 9.5 When an officer finds it necessary to be absent from duty on sick leave, he, if it is reasonably possible, shall cause the fact to be reported not later than four (4) hours prior to his scheduled tour of duty.
- 9.6 Officers will not receive pay in lieu of sick leave nor will payment be made for unused sick leave to a retiring or terminating officer except fifty percent (50%) payment of accumulated sick leave up to a maximum of one hundred (100) days shall be paid at current base rate to officers retiring or terminating other than for cause with twenty five (25) years or more of continuous service providing an officer may elect to apply sick leave days for retirement in Section 9.8.

For the purposes of this Section, a day shall be defined as an eight (8) hour day.

- 9.7 The Chief of Police or his designee may require a note from the physician who treated an employee for the illness or injury that caused the absence signed by the aforementioned physician whose method of healing is recognized by the State of Connecticut to substantiate a request for sick leave for the following reasons:
- a. For any period of absence in excess of three (3) consecutive working days;
 - b. For leave of any duration, if absence from duty occurs frequently or habitually; i.e. the day before or after a day off, etc.;
 - c. When evidence indicates reasonable cause for requesting such form.
- 9.8 Upon retirement an officer will be given an additional percentage above and beyond his actual service time retirement benefit for unused sick leave as follows:

<u>Numbers of Days Accrued</u>	<u>Exchange/Percentage</u>
Less than 100 days	See 9.6
100, but less than 150 days	May exchange 100 days for 1% - exchange balance pursuant to 9.6
150, but less than 200 days	May exchange 100 days for 1% or 150 for 2% - exchange balance pursuant to 9.6
200 days	May exchange 100 days for 1 %; 150 for 2%; or 200 for 3% - exchange balance pursuant to 9.6

- 9.9 **Sick Leave Incentive.** In recognition of excellent attendance an employee shall earn one (1) paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in any one calendar year. A period of perfect attendance may include vacation, personal and holiday leave, but not incidents of tardiness, other leaves of absence or absence resulting from discipline. Any personal day earned shall be taken in the fiscal year or, if earned in the fourth quarter, no later than ninety (90) days after it is earned or the day shall be forfeited. Sick leave incentive days may be taken in no less than one-quarter ($\frac{1}{4}$) day increments.
- 9.10 Regardless of whether an officer has two hundred (200) accumulated sick days on July 1st of a contract year, the officer will receive credit for the applicable number of sick days under Article IX, Section 9.1 on July 1st for use during such contract year. At the end of the contract year (or if the officer separates from employment during the contract year), any sick days credited on July 1st in excess two hundred (200) accumulated sick days will be forfeited and shall not be subject to Article IX, Sections 9.6 and 9.8.

ARTICLE X - FUNERAL LEAVE

- 10.1 Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an officer in the event, of the death of his spouse, child, mother or father.

- 10.2 Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an officer in the event of the death of any relative or relative-in-law domiciled in the officer's household.
- 10.3 Special leave of five (5) working days without loss of pay, beginning with the date of death, shall be granted to an officer in the event of the death of his sister, brother, mother-in-law, father-in-law, grandfather, grandmother, or grandchild.
- 10.4 Special leave of one (1) working day without loss of pay, to be taken on the day of the funeral shall be granted to an officer in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or cousin.
- 10.5 Under extenuating circumstances of hardship, an officer shall be granted three (3) additional days of compensation time, vacation days or sick leave, to be taken within ten (10) days of the date of death of any of the persons named in Sections 10.1, 10.2 and 10.3 of this Article.

ARTICLE XI - PREGNANCY DISABILITY LEAVE

- 11.1 Covered by the Family and Medical Leave Act ("FMLA"). In addition to benefits that may be available to an employee pursuant to the FMLA, Employees shall be eligible for up to six (6) months of unpaid leave for the period of the disability to the employee due to the pregnancy.

ARTICLE XII - INJURY LEAVE

- 12.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an officer due to absence from duty caused by an accident or injury which occurred while the officer was engaged in the performance of the officer's duties. Officers of the Town are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries sustained on the job.

Temporary Total Disability

The officer shall be paid by the Town the difference between the officer's regular pay plus fifty percent (50%) of the preceding twelve (12) month average of pay over the regular pay (consisting of regular wages, overtime and private duty pay) and Workers' Compensation while the employee is out of work and receiving temporary, total disability benefits (or temporary, partial disability benefits, as set forth below) for a period not to exceed two (2) years (less applicable state and federal withholdings).

The amount of pay provided by the Town to make up the difference shall be charged to the officer's sick leave. At the officer's request, after the exhaustion of all sick leave, the difference may be charged to the officer's vacation. Differential pay shall end upon the exhaustion of all of the officer's accrued sick leave and vacation. Upon request, an extension may be granted by the First Selectman at the First Selectman's option.

Temporary Partial Disability

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee, he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions, he/she shall be eligible for the supplemental benefit set forth herein.

The Town will determine what light duty work is available, if any.

ARTICLE XIII - PERSONAL LEAVE

- 13.1 All officers shall be entitled to four (4) personal leave days per year for the purpose of transacting personal business which cannot be carried out on the officer's regularly scheduled days off. The scheduling of personal leave days shall be subject to the approval of the First Selectman or his designee.

ARTICLE XIV - INSURANCE

- 14.1 Except as set forth below, the Town shall offer for all eligible employees and their enrolled dependents a PPO Plan, a High Deductible Health Plan ("HDHP") or a Waiver of Coverage option with proof of other coverage.

a) PPO PLAN

Office Visit (specialist)	\$30 (\$30)
Hospital	\$350
ER	\$150
Outpatient Surgery	\$200
Urgent Care	\$200
Out of network Deductible	\$300/\$500/\$500 (3 years)
Out of network Coinsurance	70%/30% (3 years)
Out of pocket max. – in-network	\$2,000/\$3,000/\$4,000
- out of network	\$3,000/\$5,000/\$7,000
Prescriptions	\$10/\$25/\$40
	\$2,000 max

The Plan:

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics (\$75.00 to \$750.00 maximum)

NOTE: Plan design changes to be effective as soon as practicable following ratification and execution of Agreement.

b) HDHP

\$2,000/\$4,000 deductible

100% in network 80%20% out-of-network

\$5,000/\$10,000 combined in and out-of-network

The Plan:

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics (\$75.00 to \$750.00 maximum)

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year 1 of the contract (July 1, 2018 through June 30, 2019), The Town agrees to contribute fifty percent (50%) of the HDHP deductible; in year 2 of the contract (July 1, 2019 through June 30, 2020), the Town agrees to contribute fifty percent (50%) of the HDHP deductible; in year 3 of the contract (July 1, 2020 through June 30, 2021), the Town agrees to contribute fifty percent (50%) of the HDHP deductible; in year 4 of the contract (July 1, 2021 through June 30, 2022), the Town agrees to contribute fifty percent (50%) of the HDHP deductible.

The Town's contribution toward the deductible will be deposited into the HSA accounts on or about July 1st (fifty percent (50%) of the Town's contribution toward the deductible) and on or about January 1st (the remaining fifty percent (50%) of the Town's contribution toward the deductible) in each contract year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Employees who commence work during a contract year shall receive a prorated contribution toward the deductible for such contract year measured from the employee's date of hire through June 30th of the contract year.

All employees hired on or after July 1, 2014 shall be required to enroll in the HDHP for health insurance benefits, if the employee elects health insurance coverage.

In the event that during the term of this collective bargaining agreement the Town adopts the Connecticut State Partnership 2.0 Plan, such plan may be adopted by the Town with an effective date determined by the Town in lieu of the PPO Plan and HDHP Plan set forth herein.

If the Town adopts the Connecticut State Partnership 2.0 Plan, the following language shall apply:

- a. The Connecticut State Partnership Plan (as administered by United HealthCare) and the prescription drug plan offered through the Connecticut State Partnership Plan (as administered by CVS Caremark) with the benefits outlined in the attached (See Appendix B "Partnership 2.0 Benefit Summary - Medical"), provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).
- b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP"), as outlined in the attached (See Appendix C "Partnership 2.0 Benefit Summary - HEP").
- c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- d. The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states.
- e. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year that the plan has been adopted, enrolled employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.

- 14.2 a) The cost share of the PPO and HDHP plan shall be as follows:

	<u>PPO</u>	<u>HDHP</u>
July 1, 2018	19%	14%
July 1, 2019	19.5%	15%
July 1, 2020	20%	16%
July 1, 2021	20.5%	16.5%

In the event that the Town adopts the Connecticut State Partnership 2.0 Plan during the term of this Agreement, the premium share contributions set forth above for the PPO plan for the July 1, 2018 through June 30, 2019 contract year shall apply to the contract years that such plan is in effective during the remaining term of the July 1, 2018 through June 30, 2022 collective bargaining agreement for all employees enrolled in the Town's health insurance plan.

Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

On an annual basis, in the event that the employee and his/her spouse completes a health risk assessment and biometric screening, his/her premium share for the following contract year shall be reduced by one percent (1%) effective with the first full payroll period after July 1st.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the following contract year, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the assessment and screening were completed.

The aforementioned language regarding the one percent (1%) reduction shall not apply in the event the Town adopts the Connecticut State Partnership 2.0 Plan.

- b) **WAIVER OF COVERAGE OPTION**. Employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in July of each year for the previous year in the amount set forth below or the actual savings, whichever is less.

Number of Eligible employees who elect to waive:

<u>3 or less</u>	<u>4</u>	<u>5</u>	<u>6 or more</u>
\$1,500.00	\$2,000.00	\$2,500.00	\$3,000.00

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Employees electing this option shall be able to change their options on July 1st, for any reason, and not more than one (1) time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option.

Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.

Notice of intention to waive insurance coverage must be sent to the Town not later than May 1st, to be effective on July 1st of each contract year. The election waiver coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.

Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- 14.3 The Town shall provide each eligible officer with \$50,000 Group Term Life Insurance with double indemnity. The Town will provide the Group Term Life Insurance set forth herein for the duration of the officers' employment with the Town as a member of the bargaining unit.
- 14.4 The Town shall provide to all eligible officers and their enrolled dependents Dental Insurance through the Cigna Dental Plan. The benefits and carrier of said plan shall be determined by the Town. Effective July 1, 2018 each employee shall be responsible for paying nineteen percent (19%) of the cost of the dental care plan (single, double, family). Effective July 1, 2019 each employee shall be responsible for paying nineteen and one-half percent (19.5%) of the cost of the dental care plan (single, double, family). Effective July 1, 2020 each employee shall be responsible for paying twenty percent (20%) of the cost of the dental care plan (single, double, family). Effective July 1, 2021 each employee shall be responsible for paying twenty and one-half percent (20.5%) of the cost of the dental care plan (single, double, family).

The Town may change or substitute carriers (including but not limited to dental and health insurance) for the above-referenced benefit programs as long as the level of benefits are substantially equivalent to or better than the existing program on an overall plan benefit basis. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

- 14.5 **Permanent and Total Disability Supplement.** Any employee who is permanently and totally disabled as a result of the performance of his/her duties as a Town police officer who has reached maximum medical improvement but is unable to perform the regularly assigned duties of a Town police officer, shall be assigned to a position in the police department that he/she is able to perform and his/her wage rate for said new assignment shall be no less than that which he/she would be receiving if he/she had continued to perform his/her regularly assigned duties.

If no work is available that he/she can perform, an officer who is permanently and totally disabled (as determined in accordance with the language set forth herein) shall be entitled to monthly payments from the Town equal to one-twelfth (1/12) of the difference between his/her base salary at the time the injury occurred and the combined amount of monthly payments received from (if applicable): social security benefits, workers' compensation benefits and any other payments provided for by the Town pension plan or by applicable law.

The Town's payments shall not increase regardless of the cessation of payments for any reason under the provisions of social security, workers' compensation or any other payments provided for by the Town's pension plan or applicable law.

The Town shall have the right to require with reasonable notice, evidence of the continuance of the total and permanent disability of such officer. If the officer fails to present evidence satisfactory to the Town that such total and permanent disability continues to exist, disability payments shall be terminated.

If the officer is vested at the time his application for permanent and total disability payments is approved and the officer reaches his normal retirement date, he shall begin to receive pension benefits per the terms and conditions of the Town's Pension Plan and any payments under the provisions of this Section shall cease.

Officers receiving benefits pursuant to the terms and conditions of this Section shall not be eligible for any other benefits from the Town of East Lyme other than benefits provided for under applicable law.

Officers collecting benefits pursuant to Connecticut General Statutes Section 7-433c (Heart and Hypertension Act) are not eligible for benefits under this Section for disabilities covered by said Act.

Any decisions rendered by the Town in administering the provisions of this Section shall be subject to appeal pursuant to the grievance procedures of this Agreement.

The determination of maximum medical improvement shall be verified by either (depending on the condition): two (2) medical doctors or two (2) psychiatrists licensed and recognized by the State of Connecticut (one (1) doctor or psychiatrist to be chosen by the member and one (1) to be chosen by the Town) showing that the member is permanently unable to perform all police duties and that such disqualification is caused by

some injury received, disease contracted, or exposure endured while performing the duties of his/her service, without fault on his/her part as a Town police officer.

In the event that the two doctors or psychiatrists chosen above are not able to agree, a third (3rd) doctor or psychiatrist shall be chosen from a mutually agreed upon list and the cost thereof shall be shared equally by the member and the Town. The opinion of the third (3rd) doctor or psychiatrist shall be final and binding on all parties.

- 14.6 Upon retirement of a full time officer, the health benefits entitlement for the retired officer ("Retiree") and his/her spouse (who is the spouse of such Retiree at the time of such Retiree's retirement and who remains as the Retiree's spouse) ("Spouse"), shall continue until such time that the retiree becomes eligible for Medicare benefits or age 65, whichever is earlier, with fifty percent (50%) of the cost of the insurance (i.e., the then current allocated rate for the PPO and one hundred percent (100%) of all other deductibles, co-insurance and/or co-pays being paid by the retiree, provided, however, if the retiree's spouse is younger than age sixty five (65) at such time, the retiree's spouse may remain on the Town's health insurance plan (single coverage) until he/she is age sixty five (65) or is Medicare eligible, whichever occurs sooner.

The nature and scope of medical insurance, including but not limited to deductibles, co-insurance, co-pays and/or limits, otherwise shall be that in effect for active bargaining unit members, as that insurance, including but not limited to deductibles, co-insurance, co-pays and/or limits, may change from time to time.

- 14.7 The Town shall provide full-time officers with Long Term Disability ("LTD") Insurance which shall be administered in accordance with the Plan. All disputes involving interpretation or application of the Plan to participants between the Town and the Union, or employee(s) shall be resolved in accordance with the procedures specified in the Plan or by applicable law and shall not be subject to arbitration under this Agreement.

ARTICLE XV - UNIFORM ALLOWANCE

- 15.1 The First Selectman will determine the nature and style of clothing worn by full-time and part-time officers covered by this Agreement.
- 15.2 All full-time officers covered by this Agreement shall receive a uniform and cleaning allowance of one thousand dollars (\$1,000.00) in year one of the contract (July 1, 2018 through June 30, 2019), one thousand two hundred dollars (\$1,200.00) in year two of the contract (July 1, 2019 through June 30, 2020), one thousand two hundred dollars (\$1,200.00) in year three of the contract (July 1, 2020 through June 30, 2021) and one thousand three hundred dollars (\$1,300.00) in year four of the contract (July 1, 2021 through June 30, 2022) and all part-time officers covered by this Agreement shall receive a uniform and cleaning allowance of five hundred twenty-five dollars (\$525.00) per contract year to purchase and clean uniforms and clothing referenced in Section 15.1 of this Article by means of purchase orders issued by the First Selectman or his designee.
- 15.3 All cleaning of uniforms, shall be performed by a local dry cleaning establishment, which shall submit bills directly to the Town.

15.4 Baseball caps may be worn by full-time and part-time officer while working road jobs, during hours of darkness, and during inclement weather. Baseball caps shall not be worn by full-time or part-time officers when interacting with members of the public or in the course of an investigation.

15.5 **Turtlenecks/Neckties**

- a. Turtleneck shirts may be worn under the winter long sleeve uniform shirts in lieu of ties.
- b. The turtlenecks will be black in color and be full turtleneck shirts, mock turtlenecks, v-neck shirts or crew-neck shirts, or any other variation thereof. The turtleneck will be free of arty designs or logos, unless otherwise approved by the Chief of Police.
- c. All officers on patrol, in uniform, during any given shift, will wear the Town approved uniform that the Chief of Police deems appropriate during each shift, provided, the officer has the discretion to choose between a long or short sleeve shirt.

ARTICLE XVI - HOLIDAYS

16.1 Officers shall receive eight (8) hours pay at their base rate, for each of the full day holidays listed in Section 16.2 of this Article and four (4) hours pay at their base rate, for the one-half day holiday in Section 16.2 of this Article.

16.2 The following holidays are, observed by the Town of East Lyme:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve (one-half day)
Independence Day	Christmas Day

16.3 Officers who must work on those holidays listed in Section 16.2 will receive one and one-half (1½) times their regular rate of pay plus the holiday pay referenced in Section 16.1 of this Article or, at the option of the officer, may take a compensatory day based on a nine and one-quarter (9¼) hour per day, forty (40) hour work week, which must be utilized within the fiscal year of the holiday at a time subject to the advance approval of the First Selectman or his designee.

If an officer requests a day off on a holiday, as defined under Article XVI, he/she was scheduled to work, he/she shall use such holiday as the form of paid time off for the day off, unless otherwise authorized, in writing, by the Chief of Police.

If an officer designates a day off as the use of a holiday on the officer's time card, he/she cannot change the designation to another form of paid time off, unless otherwise authorized, in writing, by the Chief of Police.

All unused holidays will be paid by June 30th of each contract year (based on such contract year's applicable hourly rate for each officer).

- 16.4 Any time off with pay that may be allowed to other Town of East Lyme Municipal Officers as a result of an unanticipated national holiday or national day of mourning proclaimed by the President of the United States, shall be provided in equal measure for the officers covered by this Agreement.
- 16.5 Officers who work on Easter Sunday will be paid at one and one half (1½) times their base rate of pay for all hours worked on said day.

ARTICLE XVII - VACATIONS

- 17.1 Officers covered by this Agreement shall be granted time off with pay at their normal base rates for vacation in accordance with the following schedule:
- a. Officers with less than five (5) years of service will accrue twelve (12) vacation days per year at the rate of one (1) per month.
 - b. Officers with five (5) or more years of service but less than fifteen (15) years of service will accrue sixteen (16) vacation days per year at the rate of 1.34 days per month.
 - c. Officers with fifteen (15) or more years of service but less than twenty (20) years of service will accrue eighteen (18) vacation days per year at the rate of one and one-half (1½) days per month.
 - d. Officers with twenty (20) or more years of service will accrue twenty (20) vacation days per year at the rate of 1.67 days per month.
- 17.2 Vacation is accrued monthly. An officer whose employment as a full-time officer commences on or before the 15th day of the month or who terminates his employment on or after the 16th day of the month accrue vacation for that month. During the fiscal year in which an officer completes five (5) or fifteen (15) years of service the officer accrues vacation at the higher rate for the entire year.
- 17.3 An officer normally may take only as much vacation time as has been accrued at the time of the vacation. However, in the event of personal hardship and subject to the approval of the First Selectman, an officer may be permitted to take vacation exceeding that which he has earned up to a maximum of five (5) days. If an officer is permitted to take vacation before it is earned and he terminates employment before it is earned, the unearned portion will be deducted from the officers' final paycheck. The decision of the First Selectman shall not be subject to the grievance and arbitration provisions of this Agreement.
- 17.4 Although it is Town policy to encourage officers to take vacations during the year in which they are earned, officers may carry vacation allowance over from one (1) year to the next. The maximum amount of vacation allowance with which an officer can be credited at the end of any month is that amount which he can accrue over a twenty-four (24) month period. Once an officer has attained the maximum allowance, he has until the end of the fiscal year to use any vacation accrued over the maximum amount. Vacation in

excess of the maximum amount not used before the end of the fiscal year will be forfeited. Forfeited vacation allowance will not be reinstated.

- 17.5 Following reasonable prior written notice, it is the policy of the Town to grant time off for vacation purposes. In granting time off, every effort will be made by the Town to meet the desires of officers as to the time of vacation. In the event of conflicting requests, the officer with greater length of service shall have preference. Subject to the above, vacations will be taken by an officer at a time approved by the First Selectman or his designated representative.
- 17.6 If an officer wishes his or her vacation pay prior to departing on vacation, the Business Office Manager must be notified in writing at least one (1) week in advance.
- 17.7 Pay will not be given to officers in lieu of time off. However, pay for unused but accrued vacation will be given to officers who terminate employment or to beneficiaries of deceased officers. For the purposes of this Section, a day shall be defined as an eight (8) hour day.

ARTICLE XVIII - LONGEVITY PAY

- 18.1 Longevity pay shall be considered as an added compensation to officers for long and faithful service to the Town as follows:
 - a. Five (5) years up to nine (9) years of service, officers shall receive two hundred dollars (\$200.00) annually.
 - b. Ten (10) years up to fourteen (14) years of service, officers shall receive three hundred and fifty dollars (\$350.00) annually.
 - c. Fifteen (15) years up to nineteen (19) years of service, officers shall receive five hundred dollars (\$500.00) annually.
 - d. Twenty (20) years or over of service, officers shall receive seven hundred dollars (\$700.00) annually.
 - e. Employees with twenty-five (25) years or over will receive eight hundred dollars (\$800.00) annually.
- 18.2 Such longevity payment shall be paid annually to officers within thirty (30) days of the anniversary month of hire, or upon return to work.
- 18.3 In the event an officer is terminated for any reason, the officer shall receive a prorated amount of longevity pay to which the officer would be entitled on the officer's next anniversary date.

Termination following suspensions shall receive prorated longevity payments to the date of suspension.

ARTICLE XIX - CIVILIAN COMPLAINT PROCEDURES

- 19.1 Upon receiving a civilian complaint, the First Selectman or his designee and/or the investigator of the complaint shall determine what type of complaint has been received. The two types of possible complaints being criminal or non-criminal. If the allegations that were made against the officer, part-time officer or group of officers/part-time officers were presumed to be true and the alleged act(s) constituted a criminal violation, then a criminal investigation would be conducted. If it is presumed that the alleged act(s) was true and that there was no criminal violation on the officer(s)/part-time officer(s) part, then an internal investigation/administrative investigation may be conducted and would be subject to the following provisions (The Town represents that no documentation pertaining to Case No. A1-92-062 is in any files, personnel or otherwise maintained by the Town of East Lyme and shall not be referred to in any future matters):
- a. Complaints must be made, in writing, by aggrieved persons who were witnesses to the incident within thirty (30) days, provided the First Selectman may extend this time limitation in situations wherein he determines that mitigating circumstances contributed to the delay of such complaint. Provided further that if the complaint is the sole basis for discipline then it shall be under oath.
 - b. Copies of the complaint may not be given to the full-time or part-time officer, or his immediate supervisor if it relates to criminal activity. For complaints not related to criminal activity, copies of the complaint shall be given to the full-time officer, his immediate supervisor and the First Selectman.
 - c. The initial investigation of the complaint shall be performed by person, persons, or agency designated by the First Selectman.
 - d. The investigation shall be completed within ninety (90) days of receipt of the complaint by the First Selectman. The First Selectman may extend the time limitations for periods of up to thirty (30) additional days for extenuating circumstances which prevent the investigation from being concluded within ninety (90) days. The First Selectman shall provide the Union with prior notice, in writing, of the need for an extension and the extenuating circumstances.
 - e. The results of the investigation shall be given to the full-time or part-time officer within fifteen (15) working days after the completion of the investigation.
 - f. In the event that any provision set forth above is in conflict with the state procedure regarding civilian complaints, the state procedure shall dictate and be applied.

ARTICLE XX - UNION BUSINESS

- 20.1 Two (2) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.
- 20.2 One (1) member of the Union grievance committee shall be granted leave from duty with

full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty, up to Step 3 of the Grievance Procedure. One member of the Union Grievance Committee shall be granted leave from duty without pay for purposes of attending grievance arbitrations.

- 20.3 No more than two (2) officers of the Union shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for purposes set forth in this Section shall not exceed a total of eight (8) man working days in any fiscal year. Such leave shall be charged to sick leave. Notification shall be made in writing at least two (2) weeks prior to the date requested.
- 20.4 a. The President of the Union will be allowed to attend any meeting with Town officials and the Chief of Police or his/her designee while on duty, without loss of pay, in addition to any other contract authorized member or Union official.
- b. The Union will be allowed the use of the police department building for the reasonable storage of Union files and equipment.
- c. Union officials/members will be allowed the use of Town equipment (word processor, typewriters, copy machine, etc.) for the purpose of carrying on official Union business. The use of the copy machine will be limited to fifty (50) copies per month. The Town reserves the right to request a log be kept and to charge fifty cents (\$.50) per copy for any copies made over fifty (50) per month. The use of said equipment shall not interfere with police duties and/or the administrative requirements of the department.
- d. Union officials will be allowed a total of forty (40) hours per year, while on duty, for the purpose of processing grievances and conducting other Union business except as otherwise, provided for herein. This time is not to interfere with police duties.
- e. Any limitations set forth herein do not apply to Town requested meetings and documents, including preparation for and of.

ARTICLE XXI - MILITARY LEAVE

- 21.1 Employees entering the Armed Forces of the United States, pursuant to the provisions of the Universal Military Training and Service Act, as amended by the Military Selective Service Act of 1967, and as further amended by the Uniform Services Employment and Reemployment Act (and as may be hereafter amended), shall be granted all rights and privileges provided by law.
- 21.2 Military leave shall be granted, not to exceed two (2) weeks, to permanent officers when required to serve on active reserve or National Guard duty. During this period the officer shall be paid the difference, if any, between his regular police pay and military pay.
- 21.3 Leave provided for in Section 21.2, shall not be charged to annual leave.

ARTICLE XXII - GENERAL PROVISIONS

All provisions of this Article shall apply to full-time and part-time officers. For the purpose of this Article, the term officer shall mean to include full-time and part-time officers.

- 22.1 The Town will provide equipment which it determines necessary to promote safety and welfare of the department members and aid in the efficient performance of their duties.
- 22.2 Clothing, watches (up to a maximum of \$35.00), dentures (up to a maximum of \$200.00), prescription eyeglasses (up to a maximum of \$250.00) and cellular phones (up to a maximum of \$100.00), damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours. The item that is requested to be repaired or replaced will be shown to the First Selectman who shall determine whether the Town will pay for, repair or replace the item.
- 22.3 In the event that an officer shall be named defendant in a civil action claiming damages for false arrest and/or abuse of power occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful or wanton act, the Town shall provide counsel to defend such lawsuit and pay any final judgment obtained therein against such officer. The Town shall post any bonds needed to release any attachments made upon the officer's property as a result of said suit.
- 22.4 In the event that an officer shall be named defendant in a civil action claiming damages for false arrest and/or abuse of power and occurring during the performance of his official duties and he is found to have acted outside the scope of his employment or in a willful or wanton manner, then he shall reimburse the Town for all costs, including legal fees, which were incurred in defending such lawsuit. The Town shall not be responsible for paying any final judgment therein against such officer.
- 22.5 Each new officer, when hired, will be given a copy of this Agreement, an identification card and a copy of the rules and regulations of the Department.
- 22.6 The Town shall designate one (1) bulletin board on the premises of the officers' department for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business.
- 22.7 Officers shall not be required to perform any function normally done by another Town department, agency or private concern, except in either (a) an emergency; or (b) under the following circumstances:
 - A. During an absence of the Administrative Assistant in the Police Department, the following procedure shall be used to fill her position:
 - 1. An officer being provided light duty at the time of the absence of the Administrative Assistant in the Police Department shall fill the position;

2. if no officer is being provided light duty work at the time of the absence of the Administrative Assistant in the Police Department the Town will use an administrative assistant from Local 1303-229 to fill the vacancy;
 3. if the Town is unable to use an administrative assistant from Local 1303-229 to fill the vacancy during the period from Memorial Day through Labor Day and five (5) or more regular duty police officers are scheduled to work on the day shift, except as provided in paragraph B herein, a regular duty police officer shall fill the position;
 4. if the Town is unable to use an administrative assistant from Local 1303-229 to fill the vacancy during the period from the day after Labor Day through the day before Memorial Day, and four (4) or more regular duty police officers are scheduled to work on the day shift, except as provided in paragraph B herein, a regular duty police officer shall fill the position.
- B. In applying paragraphs 22 A.3 and 22 A.4. above, if scheduled shift staffing either: (a) does not meet the applicable manning levels set forth under paragraphs 22 A.3. or 22 A. 4. (whichever is applicable); or (b) if in the opinion of the shift supervisor or, in his absence, the senior officer on duty, shift staffing is not sufficient to warrant removing an officer from patrol duties, the shift supervisor or senior officer is authorized to call in an off-duty police officer on overtime to fill the vacancy. Such officer shall be paid at time and one-half (1 ½) the officer's regular wage rate.
- C. The parties agree that nothing herein requires the Town to create light duty work for regular duty police officers nor does it require the Town to provide light duty work, when such work is not available.
- D. All officers shall have the right to review their personnel files upon request to the First Selectman and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within seven (7) days of the date of a written request.
- a. The Town agrees that when any reference/review is made of an officer's or part-time officer's personnel file, personnel files in the Personnel Office and Police Department will be referenced/reviewed. Any additions/insertions made to either file will be made in accordance to contractual requirements.
- 22.9 Officers shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communication prior to entry. Nothing contained herein shall require the Town to destroy or remove from its official records any written document which constitutes a public record or which the State's Attorneys or Chief Prosecutor's Office wants kept in the department's file.
- 22.10 The Town agrees that there will be no lockout of any officer or officers during the term of this Agreement. The Union and the individual officers covered hereunder expressly agree

that there will be no strike, slowdown or work stoppage during the term of this Agreement.

- 22.11 All outside employment of officers covered by this Agreement shall be subject to the prior written approval of the First Selectman, which approval shall not be unreasonably withheld.
- 22.12 It is the policy of the East Lyme Police Department to require neutral and reasonable uniform appearance of the men and women who symbolize law and order in the community. The following grooming regulations will apply to all sworn personnel:

HAIR CUTS - Hair will present a tapered appearance and when combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely-cut hair at the back of the neck. Hair styles will not interfere with the normal wearing of uniform head gear. When wearing the prescribed head gear, hair will not extend out to the side beyond the ears.

SIDEBURNS - Sideburns will be neatly trimmed and not extend downward beyond the lowest part of the ear. The base of the sideburn will be a clean-shaven, horizontal line. Sideburns will be of uniform width from top to bottom, with no flare at the base.

MUSTACHES - Mustaches will be neatly trimmed. Fu Manchu, handlebar or waxed-end type styles are not authorized. No portion of the mustache shall extend beyond the corners of the mouth by more, than one-half (½) inch and that portion extending beyond the corners will not fall below a line parallel with the bottom of the lower lip. Mustaches will not extend down over the upper lip, i.e. walrus style.

GOATEES AND BEARDS - Goatees and beards are not authorized.

UNIFORMED FEMALE PERSONNEL - Hair will be worn so that it does not touch or cover the collar or interfere with the normal wearing of the uniform head gear.

EXCEPTIONS - The only exception to this Section will be personnel assigned to undercover work or other special assignments where unusual hair styles, etc., are necessary to accomplish their mission.

- 22.13 Officers shall not smoke while on duty, unless in an authorized area, in which there is no contact with the general public.
- 22.14 The Town agrees to maintain all communications equipment in workable order to the best of their ability and to fund or seek funding for replacement equipment, when necessary, in an expeditious manner.
- 22.15 The Town agrees that all inquiries into the employment history of any member of the East Lyme Police Department shall be referred to the First Selectman for response.
- 22.16 Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2014, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration

owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

- 22.17 If the Town is unable to fill a dispatcher vacancy with a dispatcher, the Town can assign either an on-duty or an off-duty officer to fill the vacancy. Regardless of whether the officer assigned is on-duty or off-duty, the number of officers on the road during such assignment shall not be decreased due to the dispatcher assignment.

ARTICLE XXIIA - POLICE CRUISERS

- 22A.1 Cruisers will be allowed to be taken home by officers with approval of the Shift Supervisor when the officer has worked a shift and is coming back in eight (8) hours for another shift. The cruiser can also be taken home with approval of the Shift Supervisor when an officer gets involved in an extended long investigation that takes him several hours into the next shift and the officer is expected in for the shift after that. Any special condition when the officer takes a cruiser home will be approved by the Chief of Police.

Approval to take a cruiser home shall not be unreasonably denied by the Shift Supervisor.

- 22A.2 One (1) spare police vehicle shall be left at the Police Department at all times.

- 22A.3 In situations where, in the opinion of the Chief of Police, unique operational needs caused by emergencies or special events, additional vehicles will be left as required.

- 22A.4 Officers who take police vehicles home may use said vehicles for unplanned personal/family emergency upon notification to the Town through East Lyme Dispatch.

ARTICLE XXIII - IN-SERVICE TRAINING

- 23.1 The Town shall pay for "in-service" training for officers, as recommended by the Chief of Police or his/her designee and/or the Board of Selectmen, at their normal rates of pay. Provided all mandated training scheduled in excess of the office's regularly scheduled work day or work week shall be paid at the rate of time and one-half the officer's base rate of pay. (Ex. Firearms, PR-24, MRT, but not limited thereto.)

- 23.2 a) The Town agrees to pay wages, provide benefits and reimburse/pay for equipment expenses related to the training and education of employees during the POST C Basic Training Academy Course. The parties acknowledge that the aforementioned training and education is valuable consideration, enhancing employees' employment opportunities and, therefore, agree that any employee who voluntarily resigns and accept employment in a law enforcement agency within twenty-four (24) months of completing the course shall reimburse the following, either by direct payment or by deducting of the appropriate amount, from said employee's terminal pay, in accordance with Section 23.3. The Town shall notify each candidate for employment of this clause before hiring the candidate.

b)	<u>Termination Period</u>	<u>Refund</u>
	Employee leaves within one (1) year from completion date of course	\$10,000
	Employee leaves within two (2) years from completion date of course	\$ 5,000
	Employee leaves within three (3) years from completion date of course	None

- 23.3 The Town agrees to save the Union harmless from any action arising out of this Section.

ARTICLE XXIV - COLLEGE EDUCATION INCENTIVE

- 24.1 The Town agrees that an amount of up to five hundred dollars (\$500.00) per year per officer under this Agreement shall be allotted for courses taken by those officers in which college credits are given.
- 24.2 The Town will pay up to the amount set forth under Article XXIV, Section 24.1 for tuition and books for the course only.
- 24.3 The Town will pay the tuition for such course upon successful completion of the course, with a minimum of a "B" grade.
- 24.4 This Article pertains only to those officers enrolled in a Criminal Justice Degree program or who are taking courses which relate directly to the officer's current assignment as determined by the First Selectman. Officers who leave the Town's employ, for any reason, within three (3) years of being reimbursed under this Section shall have deducted from their final paycheck the amount of reimbursement they have received under this Section.

ARTICLE XXV - NON-MANDATORY TRAINING

- 25.1 In each year contract, the Town agrees that an amount of not more than four thousand four hundred dollars (\$4,400.00) shall be allotted for non-mandatory training as provided for in Section 25.2, of this Article, two thousand four hundred dollars (\$2,400.00) of such four thousand four hundred dollars (\$4,400.00) shall be allotted for training and the remainder shall be allotted for training supplies.
- 25.2 Each officer shall have available a minimum of forty (40) hours per year of non-mandatory training under the following conditions:
- Officers shall make every effort to swap shifts and/or schedule training while on day shift or midnight shift when their absence will not affect minimum manning requirements.
 - If an officer is unable to schedule training during regular working hours, then money to cover his salary and/or salaries of officers of part-time officers required to fill his shift if necessary, shall come from said Fund. Any money which is not spent from said Fund during the fiscal year shall return to the general fund of the Town. Any and all costs associated with non-mandatory

training such as tuition, books, etc., shall be paid for from the Fund. If at any time during the fiscal year the amount of money in the Fund is exhausted, then the Town shall have no further obligation to incur any costs associated with non-mandatory training referred to in this Article.

- 25.3 Officers must request and receive approval in writing from the First Selectman prior to attending non-mandatory training. Included in any such request shall be all costs associated with the officer attending the training session including overtime costs, if any.

ARTICLE XXVI - WAGE RATES

- 26.1 Officers covered under this Agreement shall be paid base hourly rates in accordance with the appropriate schedule contained in Appendix B of this agreement subject to the requirements contained in Section 26.2 herein. Also, upon ratification of this Agreement, all full time and part time officers will receive a retroactive payment for all hourly rate increases in effect at the time for the hours worked.

- a. Effective July 1, 2018, the salary schedule in effect on June 30, 2018 shall be increased by two percent (2.00%).
- b. Effective July 1, 2019, the salary schedule in effect on June 30, 2019 shall be increased by two and one-quarter percent (2.25%).
- c. Effective July 1, 2020, the salary schedule in effect on June 30, 2020 shall be increased by two and one-half percent (2.50%).
- d. Effective July 1, 2021, the salary schedule in effect on June 30, 2021 shall be increased by two and one-quarter percent (2.25%).

Effective June 30, 1992 part-time officers covered under this Agreement shall be paid the same base hourly rate as Step 1, officers.

- 26.2 Officers shall be classified as follows:

Step 1: Upon being appointed an officer in accordance with the provisions of the "Charter for the Town of East Lyme", and applicable ordinances, a full-time East Lyme officer shall be classified into "Step 1".

Step 2: Upon completion of eighteen (18) months of satisfactory service in Step 1, an officer shall be eligible for reclassification to Step 2, The Town shall advance officers to the second step upon completion of Field Training Officer ("FTO") training.

Step 3: Upon completion of thirty-six (36) months of satisfactory service after being appointed an officer in accordance with the provisions of the "Charter for the Town of East Lyme", and applicable ordinances, an officer shall be eligible for reclassification to Step 3.

Step 4: Upon completion of eighteen (18) months of satisfactory service in Step 3, an

officer will be eligible for reclassification to Step 4.

Step 5: Upon completion of eighteen (18) months of satisfactory service in Step 4, an officer will be eligible for reclassification to Step 5.

Step 6: Upon completion of eighteen (18) months of satisfactory service in Step 5, an officer will be eligible for reclassification to Step 6.

Notwithstanding the foregoing, new employees may be hired at a higher step, based on credit for police experience in public, private and military organizations provided those officers have already received Connecticut Municipal Police Training Council certification, and the same is approved by the First Selectman. The employee shall advance through the remaining steps pursuant to Section 26.3 until the maximum step is reached.

Implementation. The Town shall notify the Union of its intent to hire an officer at a higher rate of pay than Step 1 (in accordance with the above paragraph). The parties shall then meet with the intent to arrive at an agreement for the starting rate. If no such agreement can be reached, the Town may implement its decision provided, however, in the event the Union challenges the propriety of the step, the Union may utilize the arbitration procedure (Section 7.2, Step 4). However, any arbitration decision shall be limited to determining in what step the employee should have been placed based only on the arguments and facts presented by the parties at arbitration. Further, the arbitrator must make his/her decision by selecting one of the labor grades proposed by the parties.

- 26.3 Officers shall receive fifty cents (\$.50) per hour above their base rates for all hours worked on the "evening" and "midnight" shifts.
- 26.4 Outside work shall be defined as work performed for a third party where the Town is reimbursed by the third party. When reimbursed by a third party there will be no cost impact to the Town. Officers and part-time officers working an outside work assignment for a third party shall be paid at the rate of one and three quarters the base rate of a top step officer. Officers and part time officers working an outside work assignment for Town work and school related functions shall be paid at the rate of one and one-half (1½) the officer's regular base rate. Officers and part time officers assigned to outside work shall receive a minimum of four (4) hours pay regardless of the actual hours worked. Town work and school related functions are defined as any work associated with a Town-sponsored, co-sponsored or school-sponsored function. Examples of Town or school related work for which the reduced rates apply include but are not limited to:
- a. Work performed for all non-profit organizations.
 - b. All construction work performed by the Town, under its direction or control, or any construction work contracted by the Town or any of its agencies.
 - c. The Town and Local 2852 of the Council 15 agree to resolve the above captioned case and all related grievances filed regarding the issue of traffic control in the following manner:

- (1) The Town shall have members of the Police Union perform traffic control functions on Boston Post Road, Route 161 and 156 and East Pattagansett Road when traffic control is needed as determined by the Town provided police officers are available for such work.
- (2) The Town, to the extent possible, will provide the type of traffic control required for work on Town roads, which may include the use of police officers in potentially hazardous situations. Police officers shall have the right to bring to the attention of the Town, First Selectman or his designee, through their immediate supervisor, any potentially hazardous situations. The Supervisor is required to bring the information to the First Selectman or his designee and the First Selectman or his designee shall have the sole authority to determine whether it is necessary to use a police officer for traffic control. Said determination shall not be arbitrary or capricious. Nothing herein requires the use of police officers to perform such work except as provided for herein.
- (3) Officers will be given first priority for all such construction work using the rotation system as defined in Article V, Section 5.9 in this contract. Should additional officers be needed for all such construction work, the part-time officers will be given an opportunity by a rotation system as defined in Article V, Section 5.9 of this contract.

- 26.5 If the outside work assignment is canceled, the third party must notify the officer or part-time officer, as the case may be, of the cancellation at least four (4) hours prior to the scheduled work time. In the event that notification is not made within this time requirement, the third party must pay the officer or part-time officer for four (4) hours at the appropriate base rate as specified in Section 26.5, herein.
- 26.6 If an officer or part-time officer works more than eight (8) hours in any one (1) day for the same employer other than regularly scheduled work for the Town, all hours worked in excess of eight (8) hours shall be paid at one and one-half (1½) times the hourly rate provided in Section 26.5 herein.

ARTICLE XXVII - RESIDENCY REQUIREMENT

- 27.1 All officers are required, as a condition of their continued employment with the Town, to have their place of abode within a fifty (50) mile radius to the Town of East Lyme.

ARTICLE XXVIII - PENSION PLAN

- 28.1 Police Officers under the jurisdiction of this Agreement shall be covered under the provisions of the "Town of East Lyme Group Pension Plan" as they existed on June 30, 1986 and as amended through Amendment No. V. and as further Amended and Restated as of January 1, 1997.
- 28.2 Effective July 1, 2006, the following provisions will apply to full-time police officers:
- a. Normal retirement will be defined as retirement at age fifty (50) and twenty-five (25) years of continuous service as a full time East Lyme Police officer.

- b. The benefit formula for years of continuous service worked after July 1, 1986, will be:

Two percent (2%) x (years of continuous service) x (average of the three highest consecutive years' base salary of the last five years of service) and overtime up to a maximum of \$ 15,000 (Town) for the applicable years and unlimited outside work (extra duty) for the applicable years from 2006 income forward.
- c. The benefit formula for years of continuous service prior to July 1, 1986, is as stated in the provisions of the "Town of East Lyme Group Pension Plan" as they existed on June 30, 1986.
- d. Pension payments received under Section 28.2.b., and Section 28.2.c., of this Article shall not exceed eighty percent (80%) of the police officer's base salary at the time of retirement, except as otherwise provided for in Section 9.8.
- e. Each police officer will contribute eight percent (8%) of his base salary toward the pension plan.
- f. The plan is mandatory for all full time sworn police officers. New hires will become eligible upon their date of hire.
- g. The Town will provide to the Union three (3) copies of the pension plan and two (2) copies of the Actuarial Valuation as completed by the Town's Actuary.
- h. Upon the death of a pension plan participant prior to termination of employment, his spouse, if living, shall become a Survivor Annuitant and shall be entitled to benefits payable for such Survivor Annuitant's further lifetime in a monthly amount equal to the amount which would have been payable to a Contingent Annuitant had the Participant retired on the date, of his death with the fifty percent (50%) Contingent Annuity form of payment in effect. The cost of this insurance protection shall be borne by the Town.
- i. The Cost of Living Adjustment (COLA) shall be one percent (1%) per annum commencing one (1) year after retirement.

ARTICLE XXIX- CANINE (K-9) UNIT

- 29.1 One or more K-9 Officers may be assigned by the Chief of Police or his/her designee to patrol and non-patrol assignments.
- 29.2 The Chief of Police or his/her designee will request letters of interest from Officers in the Department to apply for K-9 positions (drug dog, patrol dog, bomb, etc.). The Chief of Police or his/her designee will post for a period of thirty (30) days each K-9 officer position(s). The Chief of Police will select and appoint the K-9 officer from the interested candidates. The candidate must have a minimum of two (2) years full time employment with the Town of East Lyme Police Department.
- 29.3 The Town shall furnish and maintain ownership of the dogs used in the program, unless

an officer has a dog which he/she wishes to donate to the K-9 program.

- 29.4 The officer shall be paid for one-half (½) hour or receive one-half (½) hour compensatory time (at the Town's discretion) in accordance with Section 5.2 for upkeep and grooming of the canine on scheduled days off, when the canine is in the Officer's care.
- 29.5 All training shall be provided at the Town's expense. The officer will conduct all in-service training during regular assigned working hours. There will be no overtime expenditure for K-9 training and/or in service training.
- 29.6 The Town will provide reasonable and necessary equipment.
- 29.7 When off-duty, the officer will be able to use the vehicle within thirty (30) miles of the station, as long as the canine is with the Officer.
- 29.8 The Town will provide for reasonable veterinary care, food, and grooming supplies. In cases where the canine must be put in a kennel, the Town will pay for reasonable costs.
- 29.9 The officer will be allotted one half (½) hour each day to train and exercise the dog on department time.
- 29.10 Any time the K-9 unit is called in off-duty on a normally scheduled day, rules for overtime will apply as described in Article V of the contract.
- 29.11 In cases where the officer is on a day off, and is ordered in, the following will apply:
 - a. If contact is made with the Officer before the Officer leaves to respond to a call, and the call is cancelled, no compensation will be paid.
 - b. If the call is cancelled when the Officer is in route, or upon arrival, then the officer will be compensated with two (2) hours of overtime.
- 29.12 When the K-9 officer is on vacation, holiday, or any day other than a regular day off, the officer is not available for call out. However, if the officer wants to make him or herself available on such a day, the officer must notify the Chief of Police or his designee.

ARTICLE XXX - MEDICAL EXAMINATIONS

- 30.1 Each officer and part-time officer may be required to undergo an annual physical examination as detailed in Appendix A of this contract, by a Connecticut licensed physician.

Such physical may be taken at either the Town sponsored clinic or with a physician selected by the employee, at the employee's option.

If the employee elects to have the physical with a physician selected by the employee, subsequent to such physical, the Town may have the employee examined by either a

physician selected by the Town or at the Town sponsored clinic.

If there is a disagreement between the opinions of the employee selected physician and the Town selected physician, the employee will be examined by a physician from a list of mutually agreeable physicians jointly selected by the Town and the Union.

Said physician (or physicians, if applicable) shall certify to the Town, on forms provided by the Town, that the physician had examined a copy of the job description for the position and determined as a result of said physical that the officer or part-time officer is either physically capable or incapable to perform the full duties of the position. If said physician determines that the officer or part-time officer is incapable of performing full police duties, the officer or part-time officer shall agree to release to the Town a detailed medical report indicating the basis for said determination concerning the disability of the officer or part-time officer.

ARTICLE XXXI -- COMPLETE AGREEMENT

- 31.1 It is understood between the Town and the Union that this contract supersedes and cancels all prior practices and agreements between the Town and the Union, unless such agreements are attached to this Agreement as an Appendix. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term unless otherwise specified herein. Any future settlements which directly impact a provision of this Agreement or any other issues that are mutually agreed upon will at the time of the settlement or agreement be made an appendix to this Agreement.

ARTICLE XXXII - DURATION

- 32.1 This Agreement shall take effect on July 1, 2018 and shall remain in effect until June 30, 2022 unless otherwise specified within this Agreement or until the Town establishes a police department in accordance, with the provisions of Chapter 104, Part 1, of the Connecticut General Statutes, whichever comes first. Thereafter it shall continue in effect from year to year except that it may be amended at any time by mutual agreement or upon any anniversary of said Agreement by giving the other party not less than one hundred and fifty (150) days written notice of intention to propose amendment. Within (30) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of such amendment, modification or termination.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

- 32.2 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed this
24 day of May, 2019.

TOWN OF EAST LYME

By: 
Mark Nickerson, First Selectman

Date: May 24, 2019

**EAST LYME POLICE UNION
LOCAL #2852 AND COUNCIL 4,
AFSCME AFL-CIO**

By: 
Paul Renshaw, President

Date: 5/24/19

WITNESS:


Printed Name: Sandra Anderson

Date: 5/24/19

By: 
Troy Raccuia
Council #4, AFSCME, AFL-CIO

Date: 5/28/19

WITNESS:


Printed Name: Karen Miller Galbo

Date: 5/28/19

APPENDIX A - PHYSICAL EXAM CRITERIA FOR POLICE

A Complete health (including oral interview re: any chemical substance use, including cigarettes) Vision - Snellen eye test - vision of 20/50 uncorrected in both eyes - must see an ophthalmologist or optometrist Hearing - watch test Blood Pressure - any equal to or over 140/90 is considered elevated reading Weight - proportionate to height Urinalysis – routine Hematocrit

B **Physical examination including assessment of:**

skin
eyes
ears-hearing
nose
mouth
neck
cardiorespiratory system
breasts
gastrointestinal system
reproductive system
extremities
bones and joints
neuromuscular system
psychiatric
hematologic, lymphatic
habits

Assessment of cardiovascular risk factors:

history
weight
nutrition
level of physical exercise
cholesterol and triglyceride levels
blood pressure, stress

Blood work:

CBC - SMAC - HDL (optional)
Resting EKG
Chest X-Ray (if indicated)

APPENDIX A-1

Dear Doctor:

Name of Police Officer _____

The Town of East Lyme wishes to verify the health of its police officers and make certain that they are capable of performing their duties as described in Attachment A.

The Town of East Lyme also wishes that you would evaluate the police officer's health in accordance with the outline in Appendix A.

_____ As a result of my evaluation, the police officer has been found able to perform his duties.

_____ The police officer has been found to have medical problems which prevent him from performing his duties. Please attach report.

Signature: _____

Date: _____

Send itemized bill to: _____

APPENDIX B – WAGE SCHEDULE

OFFICERS

<u>GRADE</u>	<u>EXISTING</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
		2%	2.25%	2.5%	2.25%
STEP 1	\$26.59	\$27.12	\$27.73	\$28.43	\$29.06
STEP 2	\$28.18	\$28.74	\$29.39	\$30.13	\$30.80
STEP 3	\$29.74	\$30.33	\$31.02	\$31.79	\$32.51
STEP 4	\$31.42	\$32.05	\$32.77	\$33.59	\$34.34
STEP 5	\$32.95	\$33.61	\$34.37	\$35.22	\$36.02
STEP 6	\$34.60	\$35.29	\$36.09	\$36.99	\$37.82

SERGEANTS

<u>GRADE</u>	<u>EXISTING</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
		2%	2.25%	2.5%	2.25%
STEP 1	\$36.32	\$37.05	\$37.88	\$38.83	\$39.70
STEP 2	\$37.43	\$38.18	\$39.04	\$40.01	\$40.91