

TOWN OF PORTLAND
AND
PORTLAND POLICE LOCAL #2693N
AND CONNECTICUT POLICE COUNCIL #4
AFSCME, AFL-CIO
JULY 1, 2017 - JUNE 30, 2021

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ARTICLE I - Recognition

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit, consisting of all uniformed and investigatory Police Officers, excluding a Chief and a Deputy Chief, in matters regarding wages, hours and working conditions.

ARTICLE II - Union Security

Section 1. As a condition of employment, all full-time employees and probationary employees, upon completion of thirty (30) days of employment, shall either become and remain members in good standing of the Union or pay a service fee to cover the Union's costs of collective bargaining, contract administration and grievance adjustment.

ARTICLE III - Management Rights

Section 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, 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 care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures, except for policies regarding wages, hours and working conditions;
- c. To discontinue processes or operations or to discontinue their performance by employees;
- d. To select and to determine the number and types of employees required to perform the Town's operations;
- e. To employ, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the

- performance of work in accordance with the requirements of the Town;
- g. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;

ARTICLE IV - Dues Deduction

Section 1. The Town agrees to deduct once a month from the wages of any employees covered under this agreement, who authorize such deductions in writing from their wages, such dues, service charge, and initiation fees, as may be fixed by the Union and allowed by Statutes. The amount to be deducted shall be certified to the Town by the Union.

Section 2. The Town will remit to the Union amounts collected once a month, together with an itemized statement to the Union after such deductions are made. These deductions will be made on the same payday of each month as specified by the Town and agreed to by the Union.

Section 3. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

Section 4. In the event an employee received no pay on the payday on which a Union dues deduction is scheduled to be made, no such deduction shall be made for that month. However, a double deduction shall be made in the following month.

Section 5. The Union agrees to indemnify and hold harmless from and against any claims by employees with respect to Town actions properly taken in compliance with this Article.

ARTICLE V - Seniority

Section 1. The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the first day of paid employment. Seniority for Sergeants and above shall commence from the effective date of appointment to their respective ranks.

Section 2. Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

Section 3. Seniority shall not be broken by vacation, sick time, job-related injuries, authorized leaves of absence, suspension, or any mandatory call to military service, up to any limits provided for in this Agreement.

Section 4. Employees who resign voluntarily, or who are discharged for just cause shall lose all seniority.

Section 5. The Town shall have the right to layoff employees at any time during the term of this collective bargaining agreement; provided that the parties contemplate that the Town will employ a minimum of ten (10) sworn police officers during the term of this collective bargaining agreement and that the parties agree that the Town will not layoff sworn police officers in the event that doing so would result in the Town employing less than ten (10) sworn police officers.

Section 6. No newly appointed employee shall attain seniority under this Agreement until he has been continuously employed in the Portland Police Department for a period of twelve (12) months. Upon completion of the twelve (12) month probationary period and the POST, the employee's seniority shall date back to the time of his original appointment as a police officer. A probationary officer may be terminated by the First Selectman and said employee shall not have recourse to the grievance and arbitration provisions of this agreement.

ARTICLE VI - Grievance Procedure

Section 1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and employee morale.

Section 2. The Town and the Union shall recognize and adhere to all provisions of the Connecticut General Statutes, Town Ordinances, the Police Rules and Regulations not otherwise superseded by the terms of this Agreement.

Section 3. A basis for a grievance may result from a complaint concerning:

- a. Discharge, suspension or other disciplinary action involving an employee;
- b. Charge of discrimination;
- c. Interpretation and application of the Rules and Regulations of the Portland Police Department affecting wages, hours and working conditions.
- d. Disagreement relating to the application and interpretation of this Agreement, unless specifically excluded by said Agreement.

Section 4. A grievance shall be processed in the following four (4) steps:

Step 1:

- a. The aggrieved employee, who may be represented by a Union representative, shall present the grievance in writing to his immediate supervisor within ten (10) calendar days of its occurrence. The written grievance shall include:
- b. A statement of the grievance and the facts involved; and

- c. The specific sections or sections of the Agreement, or rule or regulation, which have been violated.

The immediate supervisor shall render his decision to the grievant and/or Union Representative within seven (7) calendar days of the date the grievance was submitted to him. The immediate supervisor shall not have the authority to settle grievances over monetary issues. Any settlement between an employee and the immediate supervisor shall not violate the contract. The employer shall immediately inform the union, in writing, of any grievance settled with an employee.

Step 2:

If the Union is not satisfied with the decision of employee's immediate supervisor, the grievance may be presented in writing to the First Selectman of the Town of Portland, provided the same takes place within ten (10) calendar days of said decision being rendered in Step 1. The First Selectman shall render his decision in writing to the aggrieved employee and his representative within fourteen (14) calendar days of receipt of the grievance.

Step 3:

If the Union is not satisfied with the decision rendered in Step 2, it may, within ten (10) calendar days after receipt of said decision, submit the grievance to the Board of Selectmen. The Board of Selectmen shall respond within seven (7) days after its regular meeting.

Step 4:

If the Union is not satisfied with the decision rendered by the Board of Selectmen, the Union shall have fourteen (14) days after receipt of the Board of Selectmen decision to file for arbitration or expedited arbitration with the State Board of Mediation and Arbitration.

Section 5. The parties agree that the decision of the Connecticut Board of Mediation and Arbitration shall be final and binding, provided it is not contrary to law. The arbitrators shall be bound by and must comply with all of the terms of this Agreement, and shall have no power or authority to add to, subtract from, or in any way modify the provisions of this Agreement.

Section 6. Additional Provisions:

- a. If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- b. For the purpose of time limits, "days" shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties concerned.

- c. The Union shall be entitled to submit policy grievances on behalf of the union or in the name of the employee in the same manner as provided herein for employees.
- d. Employees and the Union shall have the right and choice of representation during any step in the grievance at their own expense.
- e. The Town shall have the right to be represented by Town Counsel and/or his representative at any step in the grievance procedure.
- f. If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.

ARTICLE VII - Disciplinary Procedure

Section 1. No employee who has completed the probationary period shall be reprimanded, demoted, suspended, disciplined, transferred, reassigned or dismissed except for just cause.

Section 2. Progressive Discipline.

The parties jointly recognize the deterrent and remedial value of disciplinary action. Accordingly, wherever appropriate, Management will follow these guidelines:

- (A) Take prompt corrective action;
- (B) Apply discipline with a view toward uniformity and consistency of punishment;
- (C) In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; however; no such warning is necessary with respect to neglect of duty, insubordination or willful misconduct.

Nothing in this Section shall prohibit the First Selectman from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious or discriminatory.

Section 3. Work Now Grieve Later:

It is the duty of every employee to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedures invoked later.

Any member of the Portland Police Department who fails to carry out an order or comply with rules, regulations or instructions is subject to disciplinary action. If an employee challenges the legality or propriety of an order, such order shall be reduced to writing as soon as practical.

Section 4. Notice of Discipline.

- (A) After a management decision is made to impose discipline, but prior to its formal imposition, management will informally notify the employee and the Union of the contemplated discipline. If there is no agreement between the parties as to the issues and remedy within (5) five days (working days), the employer shall give formal notice of the discipline contemplated.
- (B) Within ten (10) days of the formal notice (above), the First Selectman shall conduct an informal hearing with the Officer facing potential discipline, at which the Officer shall be provided the opportunity to be represented by the Union or an attorney of choice, to hear and respond to the charges against him. Verbal and written warnings shall not be subject to this procedure.
- (C) The following actions constitute serious discipline for purposes of this Section:
 - 1. Dismissal
 - 2. Suspension
 - 3. Loss of off-duty use of car for a period of more than fifteen (15) days.

Section 5. Suspension of Police Powers Pending Investigation:

If deemed necessary for the interest of the Town of Portland, the First Selectman or his designee within the Department (Lieutenant or above) may, pending investigation of alleged action which constitutes grounds for dismissal, including allegations of criminal conduct, suspend the involved officer's police powers pending a review of the incident. Suspension of police powers will include the surrender of the officer's badge, weapon and assigned vehicle. The officer will receive his wages from the Town but will be assigned to clerical or other duties within the Portland Police Department pending the investigation. An employee so suspended shall be assigned duties, which do not require the exercise of police powers. Said officer will not be entitled to any police related overtime during the suspension of his police powers. Notice of such action and reinstatement shall be governed by the Portland Police Rules and Regulations. In such cases a formal notice of the discipline will be provided within thirty (30) days of the suspension, if practicable, except for unusual circumstances beyond the control of the First Selectman, or when the time limit is specifically waived by the Union with the consent of the First Selectman.

If at the conclusion of a suspension under this Section an employee is acquitted or not prosecuted or not disciplined, the employee shall be made whole and reinstated with no loss of time as to seniority.

Section 6. Investigative Interviews:

1. During an investigative interview, the employee shall be accompanied by a Union Steward or Union Representative whom he chooses to represent him unless he waives this right in writing, after conferring with the Steward. "Representation" shall not be construed as converting the investigative interview into an adversary hearing.
2. When the employer believes that the substance of the investigative interview is likely to lead to criminal charges, the employee will be advised of his privilege against self-incrimination.

In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would be self-incriminating. If the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him to do so, in which case the employee shall be required to answer, but the answer will be treated as involuntary and may not be used in any way in a criminal proceeding against him. The officer shall be given Garrity Rights verbally and in writing.

No recording or transcription will be made without the knowledge of all participants in the investigative interview.

3. A written explanatory may be utilized in lieu of an investigatory interview. In such instances, notice shall be given on the written directive for such explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

Section 7. Suspensions:

Employees who are suspended shall not hold themselves out as Portland Police Officers, and the period of suspension shall not constitute service for the purpose of computing any pay or benefits except as otherwise provided in Section 5.

Section 8. Oral Reprimands:

Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

Section 9. Investigation of Citizen Complaints:

Citizens who complain about the performance or conduct of an employee shall be encouraged to (a) identify themselves, and (b) reduce their complaint to a written statement promptly, normally within seven (7) days to the First Selectman or his designee within the Department (Sergeant or above). An oral complaint which is not promptly reduced in writing either through a written complaint or the filing of an investigative report corroborating the oral complaint shall not be investigated unless it involves a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complainant will be disclosed during the course of informal proceedings prior to formal notice of discipline.

Employees who may be required to attend such hearings when off duty shall be compensated for such appearance by being paid a sum of money that is equal to the number of hours spent at such hearing, times their regular hourly rate with a minimum of four (4) hours paid such employee.

Whenever a civilian complaint is made against a member or group of members of the Department relating to his or their conduct as an officer, or the manner in which such officer discharges his duties and such complaint results in a Court hearing, said member shall be entitled to be represented by an attorney and the same shall be provided by the Town. See Connecticut General Statutes § 53-39a.

Section 10. Access to Information:

During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the Town will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

Section 11. Authorization and Level of Discipline:

In recognition of the various levels of command and degrees of improper conduct, which may warrant discipline, the following supervisory personnel may impose the below-described levels of discipline:

- (A) Immediate supervisors may send an employee home if he is unfit for duty. Immediate supervisors, may recommend the issuance of an oral or written reprimand. Supervisors above the rank of Sergeant may be authorized by the First Selectman to issue oral or written reprimands.

(B) First Selectman

1. Oral Reprimand.
2. Written Reprimand.
3. Loss of off-duty use of vehicle up to thirty (30) days.
4. Suspension of police powers with pay.
5. Suspension without pay.
6. Dismissal.

Section 12. Time Extensions: Time extensions beyond those recited herein may occur only by written agreement of the parties.

Section 13. Oral and Written Reprimands

All oral and written reprimands shall be removed from the employee's personnel file after a period of one (1) year if there has been no similar reoccurrence.

ARTICLE VIII - Hours of Work & Work Schedules

Section 1. Basic Workweek:

The regular workweek of all employees shall continue to be the so-called 5-3 schedule, five (5) workdays followed by three (3)-day leaves.

Employees who work their regularly scheduled workweek shall be paid for forty (40) hours.

However, at the discretion of the commanding officer, the detective position may be assigned regular working hours of Monday through Friday for eight (8) hours per shift. When such discretion is exercised, the employee(s) in the detective position will not work the so-called 5-3 schedule.

Section 2. In an emergency situation, as determined by the First Selectman or his designee within the Department (Lieutenant or above), management may alter a shift starting and quitting time for a period of up to four (4) weeks. Except in unusual circumstances, the starting and quitting times for each shift shall remain constant during each five (5) day consecutive period of work. Management shall give the Union adequate notice of the intended changes.

In an emergency situation or unusual, extenuating circumstances, as determined by the First Selectman or his designee within the Department (Lieutenant or above), management may establish shifts of longer duration than those normally scheduled or may establish an additional shift for up to fifteen (15) days.

Section 3. Manpower Allocation:

At the adoption of this Agreement, all parties concerned that due to manpower allocations, the Portland Police currently patrol twenty-four (24) hours per day, and this is currently done through three (3) shifts. Said assignment shall be made under the provisions specified in Section 4. It is understood that any absences or staffing shortages may preclude the assignment of the full complement.

Section 4.

The shift schedule covering each cycle shall be posted at least two (2) weeks in advance. A cycle consists of fifty-six (56) days; and is based on a 5-3 schedule. All employees, except probationary employees, shall have the opportunity to bid for a particular shift; either days, evenings or midnights. Said bids shall be for the fifty-six (56) day cycle. Awarding of bids shall be made on the basis of seniority. However, management may have the option to include morale, scheduling needs and discipline in awarding bids, which may result in a senior officer receiving a second or third choice. Except for disciplinary reasons, the most senior officer will always receive his first bid.

Shift Bids

- | | | |
|----|---------------|-----------|
| a) | Day shift | 0730-1630 |
| b) | Evening shift | 1600-0100 |
| c) | Midnights | 2300-0800 |

Employees receive a one-half (1/2) hour paid lunch.

Section 5. Exchange of Shifts:

Employees may change shifts provided:

- a. There is no additional cost to the Town of Portland.
- b. The employee's supervisor is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the shift change.
- c. The Town of Portland is not responsible for enforcing agreements made between employees.
- d. Approval of shift changes is subject to revocation as dictated by the needs of the Portland Police Department.

Section 6. Probationary employees' scheduling shall be at the discretion of the First Selectman or his designee.

Section 7. If the Town reaches a staffing level of thirteen (13) sworn officers during the duration of this agreement, the parties shall re-open negotiations regarding the hours of work, work schedules, assignment and benefit of vehicles.

ARTICLE IX - Training Sessions

Section 1. The Town shall ensure that its employees have the opportunity to participate in training that meets the State mandated training requirements.

Section 2. All employees shall have an opportunity to participate in all training in as fair and equitable manner as possible subject to the discretion of the First Selectman or his designee within the Department (Lieutenant or above).

ARTICLE X - Rates of Pay

Section 1.

Effective and retroactive to July 1, 2017, Officers shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
52,009	54,088	56,252	58,503	60,845	63,280

Effective July 1, 2018, Officers shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
53,049	55,170	57,377	59,673	62,062	64,546

Effective July 1, 2019, Officers shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
54,375	56,549	58,811	61,165	63,614	66,160

Effective July 1, 2020, Officers shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
55,734	57,963	60,281	62,694	65,204	67,814

Section 2.

Effective and retroactive to July 1, 2017, Officers First Class, including detectives, shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>
66,460	69,804

Effective July 1, 2018, Officers First Class, including detectives, shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>
67,789	71,200

Effective July 1, 2019, Officers First Class, including detectives, shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>
69,484	72,980

Effective July, 2020, Officers First Class, including detectives, shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>
71,221	74,805

Section 3.

Effective and retroactive to July 1, 2017, Sergeants shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
72,597	74,775	77,018	79,329

Effective July 1, 2018, Sergeants shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
74,049	76,271	78,558	80,916

Effective July 1, 2019, Sergeants shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
75,900	78,178	80,522	82,939

Effective July 1, 2020, Sergeants shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
77,798	80,132	82,535	85,012

Section 4.

Effective and retroactive to July 1, 2017, Captains shall receive the following annual pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
80,851	84,377	88,731	91,390

Effective July 1, 2018, Captains shall receive the following annual pay which represents a two percent (2.0%) general wage increase plus \$1,700:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
84,168	87,765	92,206	94,918

Effective July 1, 2019, Captains shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase plus \$1,700:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
87,972	91,659	96,211	98,991

Effective July 1, 2020, Captains shall receive the following annual pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
90,171	93,950	98,616	101,466

Section 5.

Step increases will be effective on January first of the following year in each year of this Contract.

ARTICLE XI - Longevity

Longevity payments shall be earned annually by all uniformed officers on the anniversary of his most recent date of hire. Payment will be made in a lump sum at the time of the first pay week in July or January whichever comes first. The lump sum payment will be in a separate check from his regular pay.

Payment shall be made in accordance with the following schedule:

\$400.00 - 10th through the 14th year of service
\$500.00 - 15th through the 19th year of service
\$600.00 - 20th year and over

ARTICLE XII - Overtime

Section 1. All overtime duty shall be paid at the rate of time and one-half (1½) for all hours, or any portion thereof, worked in excess of the police officer's regularly scheduled work week or any portion thereof in excess of the regularly scheduled work day.

Section 2. When an officer is required to return to duty to perform overtime duties, and when the overtime hours so worked are not contiguous with the officer's regular hours, he or she shall be paid not less than four (4) hours pay at the rate of time and one-half (1½).

Section 3. Officers required to work any portion of their regular day(s) off, shall be paid a minimum of at least four (4) hours pay at the rate of time and one-half (1½).

Section 4. The First Selectman or his designee within the Department (Sergeant or above) will assign patrol related overtime in accordance with the following system. In all overtime assignments, resulting from a vacancy on a shift or when the need arises to call in additional officers, regular full-time officers shall be given first preference and such assignments shall be offered by seniority on a rotational basis. An overtime offer refused or a "no answer" phone call shall be considered as an overtime offer actually worked. If there are no volunteers, the First Selectman or his designee within the Department (Sergeant or above) shall assign overtime in reverse order of seniority.

Section 5. Any employee who is required to attend training or schooling related to the performance of his or her job, which is in excess of the regularly scheduled work day or work week, shall be paid at the overtime rate. Meetings with supervisory personnel, not during regularly scheduled workdays shall be paid at the overtime rate.

Section 6. Hours worked on holidays recognized under this Agreement shall be paid at time and a half (1½) in addition to holiday pay.

ARTICLE XIII - Insurance

Section 1. Subject to the Town's right to change insurance carriers and/or to self-insure these benefits, the Town shall offer health care benefits to employees and their eligible dependents. Employees scheduled to work 30 hours or less per week shall not be eligible to receive insurance benefits, including but not limited to health care benefits, AD&D benefits, life insurance benefits, short-term or long-term disability benefits, retiree health benefits and retiree life insurance. It is agreed and understood that a full-time employee may elect single, two-person or family coverage. Health care benefits shall be provided to full-time employees with the several options outlined below:

- a. Flex POS2 (formerly HMO). The Town shall offer a Flex POS2 plan as outlined in Appendix D, but which is subject to change in accordance with the provisions of this Agreement. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2017 - 2018	10%	15%
2018 - 2019	12%	17%
2019 - 2020	13%	18%
2020 - 2021	14%	19%

- b. Flex POS1 (formerly PPO). The Town shall offer a Flex POS1 plan, as outlined in Appendix E, but which is subject to change in accordance with the provisions of this Agreement. Qualifying employees electing this health care benefit plan shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as set forth above in subsection (a), plus shall contribute the difference, if any, between the cost of equivalent benefits under the Flex POS2 coverage set forth in subsection (a). In other words, eligible employees electing this option shall pay the difference between what they would have paid had they elected the Flex POS2 and the cost of the Flex POS1 Plan.
- c. High Deductible Health Plan (HDHP), also known as Flex POS HSA. The Town shall offer a High Deductible Health Plan in conjunction with Health Savings Accounts, as outlined in Appendix F, but which is subject to change in accordance with the provisions

of this Agreement. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2017 - 2018	10%	15%
2018 - 2019	10%	15%
2019 - 2020	11%	16%
2020 - 2021	12%	17%

- i. For the fiscal years beginning July 1, 2017, July 1, 2019, and July 1 2020, the Town will fund fifty percent (50%) of the applicable deductible for the HDHP. For the fiscal year beginning July 1, 2018, the Town will fund one hundred percent (100%) of the applicable deductible for the HDHP, as long as the annualized premium differential between the Flex POS2 and the High Deductible Health Plan is equal to or greater than fifty percent (50%) of the deductible. Employees will be responsible for establishing their own HSA accounts.
- ii In the fiscal years beginning July 1, 2017, July 1, 2019 and July 1, 2020, the Town shall provide its portion of the funding of the deductible on a quarterly basis. For the fiscal year beginning July 1, 2018, the Town shall provide its portion of the funding of the deductible in one lump sum. However, in the event that an employee leaves Town service prior to January 2, 2019, the Town shall be able to recover one-half (1/2) of its funding of the deductible from the employee by withholding such amount from the employee's paychecks and any pay-out of accrued but unused sick and/or vacation time.

Section 2. The Town will provide and pay for seventy-five (75%) percent of the premium for individual Dental Flex or Dental Flex with Ortho.

Full time employees shall contribute twenty-five percent (25%) toward such individual dental coverage. If the employee so opts dependent coverage, the additional premium for, such dependent's coverage shall be fully paid by the employee or a cap of six hundred dollars (\$600.00) of the total amount (employee + dependent) or whichever is less.

Section 3. The Town shall have the right to change the manner in which health and dental insurance is provided, including, but not limited to, the right to self-insure, partially self-insure or change health and dental coverage carriers, with the understanding that the plan(s) resulting from such change(s), when viewed as a whole, provide coverage comparable, in terms of coverage, benefits and administration, to that set forth in this agreement, except as otherwise provided below. Whenever possible, the Town will provide the Union and members of the bargaining unit with at least sixty (60) days advanced notice of the Town's intent to change carriers or self-insure.

Section 4. Employees may elect, on a completely voluntary basis, to waive their right to participate in the health insurance plan offered by the Town, as set forth in this agreement. In

consideration for the voluntary waiver of single coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay the qualifying employee the amount of five hundred dollars (\$500) per year payable in equal quarterly installments. In consideration for the voluntary waiver of employee plus one dependent health insurance coverage, the Town will pay the qualifying employee the amount of one thousand dollars (\$1,000) per year payable in equal quarterly installments. In consideration for the voluntary waiver of family health insurance coverage, the Town will pay the qualifying employee the amount of one thousand, five hundred dollars (\$1,500) per year in equal quarterly installments. This annual payment is available to any qualifying employee who changes to single coverage from employee plus one or family coverage. In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods.

Section 5. Retiree Health Benefits

- a. All eligible employees who commenced employment with the Town as a member of the bargaining unit on or before June 30, 2006, who retire and receive benefits under the Town pension plan, are eligible to continue to receive health insurance and dental benefits as provided to and on the same basis as active employees as such coverages may be amended from time to time by collective bargaining and annual reevaluations. The premium share shall be the percentage of the total costs for the retired employee and his dependents as of the time of retirement and shall remain at such level until the retired employee becomes eligible for Medicare Part A benefits.

All eligible employees who commenced employment with the Town as a member of the bargaining unit after June 30, 2006, who retire and receive benefits under a Town pension plan, will be eligible to continue to receive health insurance and dental benefits as provided to and on the same basis as active employees as such coverages may be amended from time to time by collective bargaining and annual reevaluations.

- b. Upon eligibility for Medicare Part A benefits, persons receiving benefits in accordance with subsection (a) above will no longer be eligible to continue to receive such health insurance and dental benefits.
- c. The medical insurance continuation benefits described in subsections (a) and (b) above shall be eligible only to retired police officers and their eligible dependents who are ineligible to access any alternate medical insurance benefits provided through another employer of either retiree or dependents, provided that such benefits are comparable, in terms of coverage, benefits and administration, to

those offered to active employees in the bargaining unit. In all cases where a retiree receives continued Town medical insurance coverage:

- i. the Town reserves the right to verify the eligibility and status of the retiree and/or dependents on an annual basis; and
- ii. All post-retirement insurance continuations must be acceptable to the applicable insurance carrier, and at no time shall the Town be deemed as a self-insurer under the provision of post retirement insurance;

When such comparable alternative medical insurance benefits are no longer available, the retired employee shall have the option to subsequently re-enroll in the Town's group plan at the cost specified in subsection (a) above.

- d. Eligible employees who have retired and are: (1) receiving benefits under the Town Pension Plan; and (2) are eligible for Medicare Part A benefits will have the option to retain Medicare supplement health insurance through the Town of Portland. The retiree shall pay one hundred percent (100%) of the cost of such coverage for him/herself, spouse, and dependent children, paying at the Town of Portland group rates.

Section 6. Short-Term and Long-Term Disability

- a. The Town's short-term disability plan is designed to provide for continuation of a stream of income in cases of serious accident or illness occurring or arising outside of employment which result in severe temporary or permanent total disability to the employee. The short-term disability plan is designed as a bridge from employment to long-term disability, which is an insured benefit.

Regular Full-Time and Regular Part-Time employees are eligible for the short-term disability plan after one-year of employment with the Town. Employees seeking short-term disability benefits must apply in writing to the First Selectman for such benefits. In order for an eligible employee's application to be considered, the employee's attending physician (or primary care physician) must complete, in a legible fashion, a medical certification in the form prescribed by the Town. The First Selectman shall have the option of contracting with a third-party administrator or similar organization to make an eligibility determination on the application and/or to administer the benefits. The determination of whether an employee qualifies for the short-term disability plan is at the sole discretion of the third-party administrator (TPA), or if the First Selectman has not opted to contract with a TPA, such determination will be in the sole discretion of the First Selectman. In order to make this determination, the TPA or First Selectman may request the employee to submit to one or more independent medical examinations. Once found to be qualified for short-term disability benefits, the employee may be required to obtain additional medical documentation from his or her physician in order to continue to receive short-term disability benefits and may be required to submit to additional medical examinations.

The employee may appeal the TPA or First Selectman's decision to deny short-term disability benefits to the Board of Selectman. The appeal must be in writing, addressed to the First Selectman, and must be filed within ten (10) working days of the First Selectman's decision denying eligibility for short-term disability benefits. The Board of Selectmen may reverse the First Selectman's eligibility determination only if the Selectmen find the TPA or First Selectman's decision to be arbitrary and capricious.

The short-term disability period begins to run from the date that the qualifying employee became disabled, regardless of when the employee made application for short-term disability benefits and regardless of when the employee was found to qualify for short-term disability benefits. The short-term disability period ends when the employee's attending physician authorizes the employee to return to work or six months after the short-term disability period commences, whichever is earlier. In no circumstance shall the short-term disability period extend beyond six months. Employees are not eligible for the short-term disability plan more than once in any twenty-four (24) month period.

The short-term disability period will run concurrently with any FMLA leave. In other words, FMLA leave cannot be used to extend the short-term disability period.

Once an employee is granted short-term disability benefits, employees are required to exhaust any and all accrued paid time off and leave, including but not limited to, sick leave, vacation time and personal days. If an employee's paid time off does not extend to the end of the short-term disability period, the Town will pay a benefit commensurate with that offered through the insured long-term disability plan. For example, if an employee becomes permanently and totally disabled and the Town's long-term disability plan pays 2/3 of an employee's salary and the employee has four months of accrued paid time off, the employee would exhaust his or her paid time off and then receive 2/3 of his or her salary for the two-month period between the time that the accrued paid time off was exhausted and the end of the short-term disability period. If the member uses sick, vacation and personal leave during the totality of an absence from work, the employee shall not be considered to have used short-term disability for these purposes.

During the first twelve-week period of short-term disability leave (which is commensurate with the full extent of any FMLA leave), the Town may temporarily fill the employee's position.

Eligible employees will not accrue additional paid time off or leave while receiving short-term disability benefits.

- b. The Town offers a long-term disability plan through an outside provider. Eligibility, waiting periods, benefits, restrictions and other matters are governed by the terms of such long-term disability plan

Section 7. Each employee will receive term life insurance and Accidental Death & Dismemberment (A.D. & D.) equal to their annual base salary on July 1 of each year rounded up if the amount is \$500 or more and rounded down if it is less than \$500. The minimum term life insurance and Accident and Disability insurance shall be \$50,000.

ARTICLE XIV - Uniforms and Equipment

Section 1. Appendix A of this Agreement shall be the list of equipment and uniforms for new officers.

Section 2. The Town will provide each full time employee with an annual cleaning allowance payable at the rate of one hundred twenty five dollars (\$125.00) per month.

Section 3. The Town will pay each employee a one hundred twenty five dollar (\$125) shoe allowance, which will be paid by August 1st of each year.

ARTICLE XV - Promotions

Section 1. All promotions within the Department shall be made only after a competitive written examination has been administered to eligible candidates by a testing agency mutually agreeable to the parties. If, after recommending to the Union a choice of testing agency in writing, no objection is raised by the Union within ten (10) days following said recommendation, the Town will implement its recommendation. The First Selectman shall give written notice to all employees thirty (30) days in advance of the date on which the Town intends to examine candidates for promotion.

Section 2. A promotional list shall be compiled after the results of said examination have been published, and the First Selectman shall make said list available for inspection to all members of the Department. Said list shall contain the names of those examined, ranked according to the score achieved in said examination.

Section 3. The candidate selected for promotion shall be from the top two (2) ranked candidates.

Section 4. No employee shall be eligible to take the examination for any position above patrolman, but below Lieutenant, unless he has, at the time of application for said examination, at least (5) years of service in the rank as patrolman in the Portland Police Department. To be eligible to the rank of Lieutenant an officer shall have ten (10) years of service, and shall have had at least three (3) years of service as a Sergeant.

Section 5. Whenever, for any reason, a vacancy occurs, a promotion shall be made to fill said vacancy within forty-five (45) days of the date that the vacancy was created.

Section 6. All promotional examinations shall be comprised of three (3) phases: written test, oral test and performance evaluation. The weights of each phase shall be as follows: Written test: forty (40%) percent weight; Oral test: forty (40%) percent weight; in house evaluation of work performance: twenty (20%) percent weight. All candidates must receive a combined average of 70% on the test in order to be eligible for a promotion.

Section 7. Promotional lists shall be effective for one (1) year from the date of their posting, after, which they shall expire. No promotions shall be made from an expired promotional list. The parties may, by mutual agreement, extend the list up to an additional maximum of one (1) year.

Section 8. As used herein, the term "promotion" shall be defined to mean a transfer to a higher rank or to a newly created position within the bargaining unit.

Section 9. The employer may make temporary promotions for up to one hundred eighty (180) days in the absence of a list of employees who have passed the competitive test. Appointments shall be made from among those employees meeting the qualifications to take the next promotional test. The employer shall test for vacant positions as soon as possible. Employees working in a higher grade shall be paid at the higher rate from the first hour of work.

Section 10. An Officer who is assigned the work of a higher classification shall be paid at the rate of the higher classification.

ARTICLE XVI - Sick Leave

Section 1. All full time employees shall be entitled to one and one-quarter (1¼) days of sick leave with pay for each month during which the employee is employed by the Town. Forty-five (45) sick days may be carried over until the next fiscal year. At the end of each fiscal year, the amount of accumulated sick days in excess of forty-five (45) days shall be paid to the employee. An employee may have the option of accumulating sixty (60) sick days, at which time, at the end of the fiscal year, the amount of accumulated sick days in excess of sixty (60) days shall be paid to the employee.

Upon retirement, an employee shall be paid his accrued accumulated sick days up to a maximum of forty-five (45) accumulated sick days.

Section 2. Sick leave shall continue to accumulate during approved leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time. Sick leave shall not continue to accumulate during leaves of absence without pay or when an employee is on suspension without pay, and during the time that an employee receives Short Term Disability payments and Long Term Disability payments.

Section 3. Upon death of the employee, the accumulated sick days shall be paid in a lump sum to his designated beneficiary at the employee's rate of pay.

Section 4. At the discretion of the First Selectman, an employee may be granted additional sick time against future accumulation.

Section 5. The Town may have an employee examined by a jointly selected doctor at the Town's expense or from a list of doctors provided by the Town to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work five (5) work days or more, or at any time it is deemed that sick leave is being abused by an employee. In the latter circumstance, the employer will document the reasons for such request. Whenever an employee is off from work for ten (10) or more work days, the employee shall give the Town a doctor's release before the employee returns to work.

ARTICLE XVII - Personal Leave

Section 1. All full time employees shall be entitled to four (4) personal leave days annually, to be taken in no less than half (1/2) day increments, which may be used as needed, provided the employee gives prior notice of at least twenty-four (24) hours and receives approval from the First Selectman or his designee. Personal leave days cannot be carried over from one year to the next year.

ARTICLE XVIII - Funeral Leave

Section 1. In the event of a death in the immediate family of the full time employee, leave consisting of three (3) consecutive days shall be granted. The employee shall be paid his base rate for any of the three (3) consecutive days which fall within his regularly scheduled shift and for which he attends the funeral. The term "immediate family" shall include the employee's spouse, mother, father, sister, child, brother, mother-in-law, father-in-law, grandchild, or any other relative who is an actual member of the employee's household.

Section 2. In the event of the death of a grandparent, aunt, uncle, niece or nephew of the employee or of his spouse, one (1) day paid leave shall be allowed, as long as the employee attends the funeral and the day of the funeral is a regularly scheduled workday.

Section 3. The First Selectman may, in his discretion, grant additional time off for funeral leave which will be deducted from an employee's sick leave, personal leave or vacation time.

ARTICLE XIX - Vacation

Section 1. Full time employees shall be granted time off with pay for vacations according to the following schedule:

<u>Years of Continuous</u>	<u>Rate Accumulated</u>
a. post probation - but less than 5 years employment	.833 day per month two (2) weeks per year

b.	5 years but less than 10 years:	1.25 days per month three (3) weeks per year
c.	10 years but less than 15 years:	1.66 days per month four (4) weeks per year
d.	15 years but less than 20 years:	2.08 days per month five (5) weeks per year
e.	20 years but less than 21 years	5 weeks plus 1 day
f.	21 years but less than 22 years	5 weeks plus 2 days
g.	22 years but less than 23 years	5 weeks plus 3 days
h.	23 years but less than 24 years	5 weeks plus 4 days
i.	24 years or more	6 weeks

Section 2. Vacation requests for two (2) or more days must be submitted at least two (2) weeks in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All vacation requests must be approved by the First Selectman or his designee.

Section 3. Vacation day accumulation will be a maximum of forty-five (45) days and may be transferred from year to year. Vacation days accumulated over the forty-five (45) day maximum shall be paid to the employee at the end of each fiscal year.

Section 4. In the event of retirement or termination, vacation pay shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment shall be made to the beneficiary of the employee.

Section 5. An employee's vacation shall be allotted on the anniversary date of his employment; departmental seniority shall prevail in the selection of vacation periods.

Section 6. An employee shall not be called in on his or her vacation except in the case of emergency or with his consent.

Section 7. Previous full time service with the Town shall be counted toward years of service for calculation of vacation time.

ARTICLE XX - Military Leave

Section 1. Any full time employee who leaves the service of the Town to join the military forces of the United States during time of an officially declared war, or who is inducted by the Selective Service, shall be placed on military leave without pay.

Section 2. Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.

Section 3. Any employee on military leave who applies for re-employment to the Police Department within ninety (90) days from date of his or her discharge, shall be entitled to the position he or she held at the time leave commenced.

Section 4. Time so spent on military leave shall be considered as continuous employment with the Town.

Section 5. Military leave shall be granted, not to exceed four (4) weeks, to full time employees when required to serve on active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular police pay and his military pay.

Section 6. Leave provided in Section 5 shall not be charged to annual leave.

ARTICLE XXI - Injury Leave

Section 1. When a full-time employee is injured, incapacitated or disabled in the performance of his duty, and until such time that he is able to return to duty, or until such time that he has reached the point of maximum recovery, whichever occurs first, he shall receive full compensation at his regular rate of pay, less any Workers' Compensation allowance, or payment under the Short-Term Disability Plan or payment under the Long-Term Disability Plan. Said period shall not exceed a six (6) month duration or the beginning of pension disability payments, whichever occurs sooner. All medical and life insurance benefits shall be continued during the injury leave in accordance with Connecticut's Workers' Compensation laws.

Section 2. Performance of Limited Duty by Police Officers

A. Introduction

Police officers, who are recuperating from an injury, service connected or otherwise, are often capable of performing selected non-police duties within the Department. The performance of such duties would be of significant benefit to the Department and would lessen the impact of an individual's loss as a Police Officer.

B. Policy:

Police Officers eligible for 'light' duty assignments must have the written concurrence of their attending physician and must be capable of performing such limited duty task as indicated in Paragraph #4 below that will benefit the Police Department. Officers on limited duty will not wear a police uniform, operate a police vehicle or exercise the authority of a Police Officer.

C. Definition:

Limited duty includes all the duties within the Police Department that do not require a weapon, badge, the use of force or arrest powers.

Section 3. Limited Duty Task

The following tasks may be suitable for limited duty Police Officers depending on the ability of the Officer to perform the tasks and the availability of such work within the Department. Taking into account the Officer's skills and level of injury, a number of these tasks will be assigned to make a day's or a half day's work as circumstances indicate:

- a. Computer programming, entry, inquiry, etc.
- b. Clerical functions
- c. Deliver documents to court
- d. Processing physical evidence and other property
- e. Record administration including tiling, recovery, destruction etc.
- f. Fulfilling requests for reports, abstracts, licenses, permits
- g. Inventory or property and evidence
- h. Typing, photo copying, shredding, etc.
- i. Performing statistical analysis
- j. Testifying in court
- k. Attending training classes

Section 4. Temporary Assignment of Officer on Extended Sick or Injury Leave

- a. Any Officer who will be absent less than seven (7) days may be assigned to light duty, but will report to their respective Sergeant.
- b. Any Officer who misses seven (7) consecutive duty days with a prognosis for extended absence from work will be considered for possible limited duty assignment of the individual concerned. Upon being restored to full duty, the Officer will be returned to his original command.

Section 5. Limited Duty Eligibility:

In order to determine if an Officer is eligible for limited duty, it is necessary to obtain approval by the Officer's attending physician.

The procedure to obtain limited duty authorization is as follows:

- a. The Police Department will prepare a request for limited duty status to be forwarded to the First Selectman. Included with the request will be a limited duty packet. The packet will include a copy of the limited duty policy, a limited duty physician's form and a Police Officer's job description. The packet will be forwarded to the Officer's physician through the Town Workers' Compensation provider. At no time will contact be initiated by members of the Department with the attending physician. This will insure a proper flow of information for Workers' Compensation requirements.
- b. If the Officer's physician allows light duty with or without specific restrictions, the Limited Duty Physician Form will be signed and returned to the Police Department via the First Selectman's office.
- c. Officers approved for limited duty will be assigned in appropriate Special Orders.

ARTICLE XXII - Maternity/Paternity/Family Leave

Section 1. Maternity Leave

- a. Maternity leave shall be granted in accordance with applicable law and subject to the provisions below.
- b. An employee on maternity leave will continue to accrue leave time in accordance with Article XIX of this Agreement. No such leave time may be used unless the employee returns to work after the expiration of the maternity leave.
- c. An employee who takes maternity leave shall inform the First Selectman or his designee within the Department (Lieutenant or above) if the employee intends to return to work at the conclusion of the maternity leave period.
- d. Unpaid leave of up to five (5) days will be granted to a parent at the time of adoption or in issues dealing with child custody. Employees may elect to take such leave on a paid basis by using vacation or personal leave.

Section 2. Paternity Leave

Unpaid leave of up to five (5) days will be granted to a parent at the time of the birth of his child, adoption or in issues dealing with child custody. Employees may elect to take such leave on a paid basis by using vacation or personal leave.

Section 3. Family Leave

The First Selectman may grant unpaid leave for up to twelve (12) months to an employee to meet special family needs. An Officer on such leave shall report monthly to the First Selectman in order to hold his position with the Town.

If such leave is approved, the employee will reimburse the Town for the cost of continuing group medical, dental and life insurance benefits, if applicable.

Section 4. The Town shall allow employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993 which allows qualified employees up to twelve (12) weeks of leave in any twelve (12) month period. Employees must first exhaust all paid leave benefits (i.e. personal, vacation and sick leave) before becoming eligible to utilize such unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993.

ARTICLE XXIII - Union Business Leave

Section 1. One (1) member 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 Agreement.

Section 2. One (1) member of the union grievance committee, the aggrieved and required employee witnesses shall be granted leave from duty with full pay for all meetings between the Town and the Union, and hearings before the State Board of Mediation and Arbitration, for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Any employee who will be testifying during the grievance process shall be granted leave from duty with pay.

Section 4. The President, or member elected to attend Labor Conventions and State-Wide Educational Conferences, shall be granted leave without pay except that said members may use accumulated sick leave or personal leave provided that the President or elected member is scheduled on duty at the time of said Labor Convention or State-Wide Educational Conference.

All such leaves shall be requested at least one (1) week in advance and approved by the First Selectman or his designee.

ARTICLE XXIV - Holidays

Section 1. All employees covered by this agreement shall receive the following paid holidays:

<u>Actual Holiday</u>	<u>Holiday Period</u>
New Year's Day	
Sunday	Monday
Monday	Monday
Tuesday	Monday and Tuesday
Wednesday	Tuesday (12 noon) and Wednesday
Thursday	Wednesday (12 noon) and Thursday
Friday	Thursday (12 noon) and Friday
Saturday	Thursday (12 noon) and Friday
Martin Luther King Day	One day only
if observed Saturday,	Off Friday
if observed Sunday,	Off Monday
Washington's Birthday	One day only
if observed Saturday	Off Friday
if observed Sunday	Off Monday
Good Friday	Off one (1) day
Memorial Day	One day only
if observed Saturday	Off Friday
if observed Sunday	Off Monday
Independence Day	
Sunday	Off Monday
Monday	Off Monday Only
Tuesday	Off Monday and Tuesday

Wednesday	Off Wednesday Only
Thursday	Off Thursday and Friday
Friday	Off Friday
Saturday	Off Friday
Labor Day	Off one (1) day only
Columbus Day	Off one (1) day only
if observed Saturday	Off Friday
if observed Sunday	Off Monday
Veterans Day	One day only
if observed Saturday	Off Friday
if observed Sunday	Off Monday
Thanksgiving	Off Thursday and Friday
Christmas	
Sunday	Off Friday (12 noon) and Monday
Monday	Off Monday only
Tuesday	Off Monday and Tuesday
Wednesday	Off Tuesday (12 noon) and Wednesday
Thursday	Off Wednesday (12 noon), Thursday and Friday
Friday	Off Thursday (12 noon) and Friday
Saturday	Off Thursday (12 noon) and Friday

Section 2. If a holiday falls during an employee's vacation, he shall be given an additional day off on a mutually agreed date.

Section 3. If a holiday falls while an employee is on sick leave, he shall be paid for the Holiday.

Section 4. Holiday pay shall be paid in a lump sum payment at the end of each calendar year.

ARTICLE XXV - Extra Duty Pay

Section 1. The term “extra duty” or “extra assignment” for purposes of this Agreement, shall mean police duty for which an employee’s services are being charged by the Town to an outside party, or some Town department, other than the Police Department.

Section 2. All extra duty assignments shall be made by the First Selectman or his designee within the Department (Sergeant or above). They shall be posted as soon as possible. Full time officers shall have first choice on all extra duty assignments. The choice among full time employees shall be rotated based on seniority. In the event that no full time employee signs up for the extra duty assignment within three (3) days of the extra duty assignment, then the assignment may be offered to part- time employees.

Section 3. Full time employees working extra duty shall be paid in accordance with the following minimum and hourly rates:

- a. full time employees shall receive a minimum of four (4) hours of pay for an extra duty job,
- b. the rate of pay for full time employees shall be time and a half (1½) the employee’s base pay.

Section 4. A full time officer shall not be ordered to take an extra duty assignment except under emergency situations.

Section 5. When such extra duty job is performed on any holiday recognized in this Contract, compensation shall be at two (2) times the employee’s base pay.

Section 6. Should the necessity arise to cancel the extra duty assignment, a minimum of twelve (12) hours’ notice shall be given prior to the starting time. If such person or organization fails to give this minimum notice, the employee shall be paid a minimum of four (4) hours’ pay.

ARTICLE XXVI - General Provisions

Section 1. The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business.

Section 2. Employees shall not be required to perform any function normally done by another Town department, agency or private concern, except in an emergency.

Section 3. Clothing, watches, dentures, eyeglasses, contact lenses, or any police-related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the

Town, provided the loss is reported within forty-eight (48) hours of its occurrence. All claims of damage or lost property shall be subject to approval by the First Selectman or his designee.

Section 4. Employees shall receive a copy of all personnel evaluations that are to be entered into their personnel file and shall be afforded the opportunity to initial such evaluations prior to entry. Employees shall have the opportunity to comment in writing on said evaluations.

Section 5. All civilian complaints against any employee or group of employees shall be made in writing and signed.

Section 6. The Town agrees that there shall be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered under this agreement expressly agree that there will be no strike, slowdown, work stoppage or other forms of interference with the operation of the Department during the term of this Agreement.

Section 7. It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.

Section 8. If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

Section 9. The Town shall continue to furnish such equipment as it has customarily furnished in the past, including guns, vests, and other safety related equipment.

Section 10. Any and all off scheduled time lost by a member resulting from being required by subpoena to appear as a party or as a witness in any official police matter shall be paid time and a half (1½) by the Town with a minimum of four (4) hours reimbursement.

Section 11. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, handicap, marital status, race, color, creed, national origin, political affiliation or union membership.

Section 12. The Town shall develop safety procedures for the protection of officers from communicable diseases.

Section 13. Any full time employee injured or otherwise disabled during his off-duty time while attempting to make an arrest or in the performance of any police duty shall be entitled to the benefits provided for under this agreement.

Section 14. Each employee shall be provided with a copy of the Rules and Regulations covering police procedures and conduct. Upon any revision or change in the Rules or Regulations, each employee shall be apprised of such changes in writing.

Section 15. Insofar as any rule or regulation conflicts with this Agreement, said rule or regulation is superseded and rendered void, and the applicable provisions of this Agreement shall govern.

Section 16. The Town shall provide each present employee and each new employee, when he is hired, a copy of the final Contract. In addition, to insure that the immediate Supervisors are aware of the provisions of this Agreement, the Town can also provide them with a copy of the Agreement.

Section 17. Requests for unpaid leaves of absences up to one (1) year may be made. Approval of such requests shall be at the discretion of the First Selectman or designee. If approved, the employee will reimburse the Town for the cost of continuing group medical and life insurance benefits.

Section 18. The Parties agree that the Town has the sole right to determine the use and assignment of patrol cars during duty and off duty hours. During the life of this Agreement, the Town agrees to make no change in the use, markings and assignment of patrol cars during duty and off duty hours, provided that the Town employs less than thirteen (13) sworn officers and provided that the officers provide proof that they reside in a municipality whose borders are within a five (5) mile radius of the Town borders. In the event that an officer does not live in a municipality whose borders are within a five (5) mile radius of the Town borders, such officer will only be permitted use of a police vehicle while on duty. In the event that the Town employs thirteen (13) or more sworn officers, the Town reserves the right to change the use and assignment of patrol vehicles and shall bargain with the Union over the impact of such change.

Section 19. The use of any gender shall include all genders.

Section 20. K-9

- a. The K-9 shall be the property of the Town during the time of the K-9 program.
- b. The Town shall provide equipment, training, food, and veterinarian care necessary to operate the K-9 program.
- c. The K-9 handler shall provide home and work related health care.
- d. The K-9 handler shall work one-half (½) hour less per day on his regular work schedule and one half (½) hour less per shift on an overtime schedule, but be paid for a full shift in consideration of home care of the K-9.
- e. In addition, the K-9 handler shall receive a total of up to ten (10) days of compensatory time per calendar year in consideration of home care of the K-9. Officers serving as K-9 handler for less than a full calendar year shall receive compensatory time on a pro rata basis.

ARTICLE XXVII - Pension

Section 1. The pension agreement between the Town and the Officers is hereby incorporated by reference into this Agreement.

ARTICLE XXVIII - Duration

Section 1. This Agreement shall be effective from July 1, 2017, and shall continue in full force and effect until midnight on June 30, 2021, or until another Agreement is imposed or reached. Either party must notify the other party in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration date of their intention to commence negotiations. Any newly negotiated wage benefit changes shall become retroactive to the expiration date of the prior agreement as soon as practicable after the signing of this Agreement. The parties shall re-open negotiations in the event that the Town employs thirteen (13) or more sworn officers during the duration of this agreement for the purpose of negotiating work schedules, hours of work, and assignment and benefit of vehicles.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties, being duly authorized, have hereunto set their hands on this 13 day of October, 2017.

Town of Portland

Portland Police Union Local #2693N,
Council #4, AFSCME, AFL-CIO

Susan L. Bransfield
First Selectman

[Signature]
President

D. O'Keefe
Staff Representative

Witnesses:

[Signature]
Michelle L. Cippaglia

APPENDIX A

List of equipment and uniforms for new officers:

1 CLASS "A" JACKET, NAVY BLUE, WITH GOLD "P" BUTTONS - NEWINGTON BRAID ON SLEEVES

1 WINTER JACKET

1 RAIN COAT

1 SWEATER, BLACK

1 SPRING JACKET (REVERSIBLE) NAVY BLUE

1 BULLET PROOF VEST WITH TRAUMA PLATE

5 WINTER PANTS (BERLIN BRAID)

5 WINTER SHIRTS (LONG SLEEVE)

5 SUMMER SHIRTS (SHORT SLEEVE)

1 PAIR OF WINTER GLOVES

1 PAIR OF WHITE GLOVES

1 WINTER HAT, NAVY BLUE, 8-POINT

1 SUMMER HAT, NAVY BLUE, 8-POINT

1 RAIN COVER FOR 8-POINT

1 HAT PIN (PORTLAND POLICE)

2 TIES, NAVY BLUE TIE CLIPS, GOLD WITH BLUE LETTERING (PORTLAND POLICE)

2 SETS OF COLOR ORNAMENTS (PPD), GOLD

2 NAME, GOLD WITH BLUE LETTERING

1 PAIR OF CLORINO DRESS SHOES, BLACK

1 PAIR OF BOOTS, BLACK

1 PISTOL PIN (TO BE ISSUED UPON COMPLETION OF THE RANGE)

1 BELT (PANTS) CLORINO

1 GUN BELT CLORINO

1 GUN BUCKLE, GOLD

4 BELT KEEPERS, CLORINO

2 EYE LITS, CLORINO (FOR SHOULDER STRAP)

140 CALIBER GLOCK 22 HOLSTER, CLORINO

1 MAGAZINE HOLDER, CLORINO

1 DOUBLE HANDCUFF CASE, CLORINO

2 SETS OF HANDCUFFS

1 SET LEG IRONS

1 ASP & 1 ASP HOLDER

1 50' TAPE MEASURE

1 WALKING STICK

1 40 CALIBER GLOCK 22 PISTOL

3 MAGAZINES

1 MAGLIGHT FLASHLIGHT

1 MAGLIGHT CHARGER

DECORATIVE SHIELD TO BE PLACED ON REAR BUMPER OF ASSIGNED POLICE VEHICLE

APPENDIX B - Animal Control Officer

Section 1.

The position of Animal Control Officer shall be recognized as part of the bargaining unit under Article I of the Collective Bargaining Agreement for purposes of wages. Overtime, at time and one-half, shall be paid for all hours worked over forty (40) in a week.

The Animal Control Officer shall continue to receive benefits (including but not limited to health and dental benefits, insurances, pension, holiday, vacation, sick, personal, military, funeral and other leaves and any longevity pay) and be subject to discipline as provided in the Town of Portland Personnel manual. The First Selectman, in consultation with the Lieutenant, shall establish the schedule of the Animal Control Officer, which may be modified seasonally or in accordance with management's needs, to allow the Animal Control Officer to perform both animal control responsibilities and custodial duties. Provisions governing sworn police officers in the Collective Bargaining Agreement (e.g., Extra Duty Pay) shall not apply to the Animal Control Officer.

Step increases will be effective on January first of the following year, with the exception of January 1, 2014 when there will be no step movement.

Section 2.

Effective and retroactive to July 1, 2017, Animal Control Officers shall receive the following hourly pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
20.90	21.54	22.19	22.85	23.52	24.24

Effective July 1, 2018, Animal Control Officers shall receive the following hourly pay which represents a two percent (2.0%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
21.32	21.97	22.63	23.31	23.99	24.72

Effective July 1, 2019, Animal Control Officers shall receive the following hourly pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
21.85	22.52	23.20	23.89	24.59	25.34

Effective July 1, 2020, Animal Control Officers shall receive the following hourly pay which represents a two and one-half percent (2.5%) general wage increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22.40	23.08	23.78	24.49	25.20	25.97

Section 3.

The Town will pay each employee a \$125 shoe allowance, which will be paid by August 1st of each year.

Section 4.

The Animal Control Officer shall be covered by Article VI (Grievance Procedure), Article XXVIII (Duration) and Appendix C (Substance Abuse Testing) of the Collective Bargaining Agreement.

Section 5.

The Town shall make dues deduction as provided in Article IV of the Collective Bargaining Agreement.

APPENDIX C

SUBSTANCE ABUSE TESTING

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

SCREENING

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

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

TEST BASED UPON REASONABLE SUSPICION

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

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

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing within twenty-four (24) hours, but the testing shall not be delayed pending issuance of such written directive.

The Town shall provide training for Sergeants and Lieutenants on the appropriate basis for methods for determining reasonable suspicion of drug and/or alcohol use.

RANDOM TESTING

The First Selectman or his/her designee (which may be an outside testing agency) shall be responsible for administration of a random selection system. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty. Those members selected for random drug testing will be notified at the start of the shift that they are scheduled for testing during that shift.

Members selected for testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.

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

REFUSAL TO SUBMIT

If an employee refuses to submit to alcohol and/or drug testing, he will be immediately suspended with pay, or at the First Selectman's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action, which may include discharge, except as provided in the section below concerning rehabilitation.

TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
2. If the employee is ordered to submit to testing for alcohol based upon reasonable suspicion, the employee shall submit to a Breathalyzer test to be administered by an officer designated by the First Selectman. If the employee is ordered to submit to random testing for alcohol, the employee shall submit to a Breathalyzer or urine test as determined by a qualified health care professional. If the initial test is positive for the presence of alcohol, a confirming test shall be by a second Breathalyzer or urine test at the determination of the qualified health care professional.
3. A qualified substance testing company will do initial drug screening. No sample will be further tested upon a negative screening for the following substances:
 - a. Marijuana/THC
 - b. Cocaine

- c. Amphetamines
 - d. Opiates (e.g. Heroin, Codeine)
 - e. Phencyclidine (PCP or Angel Dust)
4. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
 5. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine specimen.
 6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
 7. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed an identifier and the date of collection. The identifiers shall be recorded, together with the member's name and signature. At least two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 11 below.
 8. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
 9. Each and every positive test will be confirmed using a Gas Chromatography Mass Spectrometry test. Only if confirmed would a test result in a positive report.
 10. A laboratory licensed or certified by the Connecticut Department of Health Services will perform drug testing or blood alcohol testing.
 11. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the First Selectman that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The second specimen taken from the employee under paragraph

7 above shall be used for the retesting. This specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The employee shall pay for the second testing; provided, however, that should such test result in a negative report, the Department shall reimburse the employee.

RESULTS OF DRUG SCREENING TESTS

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

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the First Selectman for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the First Selectman's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action, which may include discharge, except as provided in the section below concerning rehabilitation.

The consequences of a positive test shall be as follows:

1. For use of an illegal drug - one opportunity for rehabilitation as provided under **'OPPORTUNITY FOR REHABILITATION'**, then discharge.
2. For abuse of a legally prescribed drug - one opportunity for rehabilitation, as provided below, then discharge.
3. For alcohol (at the level of .04 or above) - one opportunity for rehabilitation as provided below, then discharge.

OPPORTUNITY FOR REHABILITATION

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

- a. Voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- b. Tests positive for alcohol or abuse of legally prescribed drugs for the first time.
- c. First refusal to submit to alcohol and/or drug testing.

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

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

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

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regular hourly rate of pay for time spent in testing.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension with pay or, at the First Selectman's discretion, reassignment, and subsequent disciplinary action which may include dismissal from the Department. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is discharged, the employee shall forfeit accrued vacation, holiday and personal leave pay. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.)
3. All files concerning drug testing shall be deemed medical files, maintained as confidential by the City. The only information concerning testing which shall be disclosable is the "A" positive test result(s) used as the basis for disciplinary action.
4. The Town shall make every effort to have the testing service perform testing for Police Department employees on site.