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AGREEMENT

- between -

THE TOWN OF CLINTON, CONNECTICUT

- and -

UNITED PUBLIC SERVICE EMPLOYEES

UNION (C.O.P.S) LOCAL #360

JULY 1, 2016- JUNE 30, 2020

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AGREEMENT
BETWEEN
THE TOWN OF CLINTON, CONNECTICUT
- and —

UNITED PUBLIC SERVICE EMPLOYEES
UNION (C.O.P.S.) LOCAL # 360

PREAMBLE

THIS AGREEMENT, entered into by and between the Town of Clinton, State of Connecticut, hereinafter referred to as the "TOWN", and the United Public Service Employees Union (C.O.P.S.) Local # 360, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I
RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the unit consisting of all regular full-time, permanent investigating and uniformed members of the Clinton Police Department having the authority to exercise police powers (exclusive of Chief of Police and Command Staff), hereinafter referred to as "employees" or "employee." The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

ARTICLE II

UNION SECURITY/DUES DEDUCTION

Section 1. As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this Agreement or pay an agency fee and (ii) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain members for the duration of this Agreement, or pay an agency fee.

Section 2. All employees hired hereafter, as a condition of employment shall become members of the Union on or before their thirty-first (31st) day of employment, and remain members for the duration of this Agreement or pay an agency fee.

Section 3. The Town agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues and initiation fees as may be fixed and certified to the Town by the Union and allowed by law. The Town will remit to the Union on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

Section 4. These deductions will be made on the pay day of each week as specified by the Town and agreed to by the Union.

Section 5. In the event an employee receives no pay on the pay day on which Union dues are deducted, no deduction shall be made for that week.

ARTICLE III
COPIES OF CONTRACT

The Town shall give to each present employee, and to each new employee when hired, a copy of this Contract.

ARTICLE IV
HOLIDAYS

Section 1. The following days shall be considered holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Memorial Day
Veteran's Day	Easter Sunday
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Columbus Day
Employee's Birthday	

Section 2. An employee who is required to work on a holiday listed in Section 1 shall be compensated as follows. If the holiday falls on the employee's regularly scheduled work day, the employee shall be paid time and one-half for hours worked on the holiday, rather than straight time, in addition to holiday pay under Section 3. If the holiday falls on the employee's time off, the employee shall be paid double time for hours worked on the holiday, in addition to holiday pay under Section 3.

Section 3. Employees whether they have worked any holiday(s) or not shall be paid in two (2) lump sums for the holidays listed above. Payment shall be in accordance with the following schedule: six (6) holidays will be paid for in the first pay period in December, and the balance shall be paid in the first pay period of the next succeeding June.

Section 4. When a holiday falls during any period of an employee's paid sick leave, it shall be counted a holiday and not charged to sick leave.

Section 5. Work schedules will not be changed to avoid paying holiday pay.

ARTICLE V**SENIORITY**

Section 1. Seniority shall commence on the day that the employee begins work as a paid regular, full-time employee of the Department, except as provided in Section 3 below.

Section 2. An employee's seniority shall be broken, and the employee shall forfeit all rights and benefits under this Agreement if the employee:

- a. voluntarily resigns and quits;
- b. is discharged;
- c. takes a leave of absence for the purpose of working at another occupation;
- d. takes a leave of absence for more than ninety (90) days, unless the leave is for military service or educational programs approved by the Town.

Section 3. No employee shall attain seniority rights under this Agreement until the employee has been continuously employed by the Town as a full-time member of the Department for a period of one (1) year following completion of the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, seniority shall date back to the date of original employment with the Town.

Section 4. Rank seniority is the total length of continuous service of an employee as a permanent appointee in a given rank. The ranks for which rank seniority is attained are Patrol Officer, Corporal, and Sergeant.

Section 5. Seniority shall prevail with regard to layoff. Rank seniority shall prevail with regard to vacation scheduling. (For example, if more than one Sergeant requests the same vacation time, the employee who has been in the rank of Sergeant longer shall have preference.) Rank seniority shall prevail for the purpose of bidding shifts under Article VI, Section 1.

Superiority within rank shall be by rank seniority; provided, however, that this shall not preclude the Chief from designating the officer in charge of a shift or situation.

Section 6, Special Assignments - i.e., stakeouts, special criminal investigations and internal departmental investigations, which remain at the discretion of the Chief of Police, or his designee, are not subject to the seniority process.

ARTICLE VI

HOURS OF WORK

Section 1. Patrol Schedules.

a. Each employee who has completed the probationary period and has been assigned to the patrol division shall bid for his or her schedule for shift hours and starting days off. Employees shall bid an annual schedule consisting of two (2), six (6) month bids as detailed in Appendix D.

b. The Chief shall determine the number of positions available on each shift and the starting days off for each position. The number of positions for each shift available to bid by non-probationary employees shall conform to current minimum staffing requirements. The Chief shall post one schedule for all non-probationary employees assigned to the patrol division as detailed in Appendix D. The schedule shall be 2300-0700 midnight shift, 0700-1500 day shift and 1500-2300 evening shift, to include a "RELIEF SHIFT", staffed by at minimum one (1) Sergeant AND one (1) Corporal, which will alternate between two (2) consecutive 1500-2300 evening shifts followed by two (2) consecutive 0700-1500 day shifts. The starting evening shift rotation of the "RELIEF SHIFT" may be changed to the day shift by agreement between the Chief of Police and the Union prior to the start of any new six (6) month bid cycle.

c. Within fourteen (14) days of the posting date, each Sergeant, each Corporal and each other employee shall designate, in order of rank seniority, his or her choice of shift and starting days off for each six (6) month bid cycle.

d. The regular work week for employees assigned to the Patrol Division shall be four (4) consecutive eight (8) hour regular scheduled days worked, followed by two (2) consecutive days off from work.

e. Each employee's shifts and days off shall remain unchanged for the six (6) month bid cycle except:

- (1) by agreement between the Chief and the employee;
- 2) as necessary to meet the reasonable needs of the Town as determined by the Chief; or
- (³) as needed to replace an employee on any extended absence (one which is expected to or does last fourteen (14) days or more), other than a vacation, in which case the position will be offered to employees in order of rank seniority and, if not filled voluntarily, will be filled involuntarily in inverse order of rank seniority.

f. The Chief may assign probationary employees to any shift for periods of at least two (2) weeks at a time. The scheduled days off and the rotation of these days off may vary from those stated above in Section (d) above, except no probationary employee will work more than four (4) consecutive eight (8) hour scheduled shifts without two (2) consecutive days off to follow. These assignments may be changed at any time by agreement between the Chief and the employee, or changed by the Chief with at least seven (7) days notice to probationary employees.

Section 2. There shall be no straight time pay in violation of federal law.

Section 3. The regular work week for employees assigned to the Detective Division, to include the School Resource Officer (S.R.O.) and Youth Officer shall be five (5) consecutive eight-hour days worked (Monday through Friday, 0700-1500 hours), followed by two (2) consecutive days off from work (Saturday and Sunday). In addition to their regularly scheduled days off, Detective Division personnel and the S.R.O. will be scheduled off on the Holidays listed in Article IV. When any of the holidays listed in Article IV fall on a Saturday or Sunday the Detective Division Supervisor shall alter the work schedule and choose a day off for each employee to be taken before the end of the current bid cycle. In addition to any holiday time off the Detective Division Supervisor shall schedule three (3) days off for Detective Division personnel between July 1st and June 30th each fiscal year. At all times when school is not in

session the Chief of Police may re-assign the S.R.O. to patrol duties on the day shift. In any case the S.R.O. will continue to work the regular work week of Detective Division employees as detailed previously in this section.

Section 4. The Canine Officer shall work the 4/2 schedule set forth in Article VI. Prior to the posting of any new six (6) month bid cycle, the Chief of Police will determine if the Canine Officer will be assigned to the "Relief Shift" or bid the posted schedule according to Section 1.c. above. The actual hours of work may be adjusted to meet the reasonable needs of the Department as determined by the Chief, with notice to the Canine Officer at least forty-eight (48) hours before the change takes effect. Any change in hours must be for a minimum of four (4) consecutive days. The forty-eight (48) hours-notice and/or the five-day minimum may be waived by mutual agreement of the Chief and the Canine Officer. The shift in which the majority of the Canine Officer's work hours fall shall be considered his primary shift and shall not affect the scheduled staffing of the subsequent shift.

Section 5. Compensatory Time: The Police Department shall continue to grant compensatory time in lieu of overtime pay for non-emergency assignments such as but not necessarily limited to attendance at training sessions, the DARE program, the SRO program, dive team practice and work on the police boat. No employee may accumulate more than one hundred (100) hours of compensatory time. Use of compensatory time may be requested and granted in accordance with the following:

a. If use of compensatory time is requested more than 48 hours in advance, any approval to take it will be conditional and may be withdrawn if another officer takes vacation, personal leave or sick leave and the officer who requested compensatory time is needed to prevent overtime costs.

b. If compensatory time is requested within 48 hours of the time it would be taken, it shall be denied if granting it would result in overtime cost to the Department. Once approved within the 48 hours, however, the approval will not be withdrawn.

c. If there are more requests for compensatory time than can be granted within the above guidelines, preference shall be based on rank seniority if the officers are in the same rank and on seniority if the officers are in different ranks.

An officer shall be paid for unused compensatory time upon termination of his/her employment.

d. Compensatory time requests where the employee requests to leave the shift early shall be addressed no sooner than the start of shift in question by the Shift Commander.

ARTICLE VII

COMPENSATION AND BENEFITS

Section 1. Salary Structure. Employees shall be paid in accordance with the salary schedules in Appendix A.

Officers who have completed probation as set forth in Section 3, and who have completed one year of successful service in grade, shall be eligible for advancement to the next higher Grade for that rank as set forth in Section 4. When promoted, Sergeants and Corporals will start at the lowest grade in that respective rank. Sergeants and Corporals who have completed probation as set forth in Section 3 and who have completed one year of successful service in rank shall be eligible for advancement to the next higher Grade for that rank as set forth in Section 4.

Section 2. Salary Increases.

Effective July 1, 2016 all rates on the salary schedule in effect on June 30, 2016, shall be increased by 1.5%, but shall not be paid retroactively.

Effective July 1, 2017 all rates on the salary schedule in effect on June 30, 2017, shall be increased by 2.0%, but shall not be paid retroactively.

Effective July 1, 2018 all rates on the salary schedule in effect on June 30, 2018, shall be increased by 2.25%.

Effective July 1, 2019 all rates on the salary schedule in effect on June 30, 2019, shall be increased by 2.25%.

Salary schedules reflecting these increases are set forth in Appendix A.

Section 3. Probation -- New Employees. The probationary period for all new employees shall be one (1) year following completion of certification by POSTC, or one year from completion of the FTO program for lateral hires already certified through POSTC. POSTC certified officers can be hired at any grade at the discretion of the Board of Police Commissioners.

The probationary period as set forth in Article V, Section 3, applies only to newly hired Patrol Officers and does not apply to promotions.

Section 4. Advancement and Promotional Probation. All advancements are subject to a merit review and evaluation of satisfactory performance of duty. Advancements in salary grade or promotions may be denied based on an employee's unsatisfactory performance. The evaluation will be discussed with the employee being evaluated. The evaluation will be done at a time reasonably related to the time when the employee is to change grade. Where a salary grade advancement is denied based on unsatisfactory performance, the employee's performance will be reviewed within six (6) months for a potential grade advancement if warranted.

Testing Process and Administration: The testing process shall be administered by the Office of the Chief of Police and the South Central Justice Administration ("SCJA"), whom will create, promulgate and administer all study materials and testing processes. The testing process shall consist of the following components:

- Written examination
- Assessment Center
- Police Commission Interview

The testing process shall be administered for the ranks of Sergeant and Corporal. The weights and requirements of each rank are posted below.

Eligibility Requirements:

Sergeant: A minimum of five years of continuous certified law enforcement service with the Clinton Police Department.

Corporal: A minimum of four years of continuous certified law enforcement service with a minimum of three years continuous service with the Clinton Police Department.

For the purposes of testing, "continuous certified law enforcement service" shall mean:

- POST certification
- No gap of employment with different agencies greater than 90 days

Weights and Measures: The following shall constitute the weights and measures assigned to the testing process:

- Written examination (50%)
- Assessment Center (50%)
- Police Commission interview (Highly Qualified, Qualified, Not Yet Ready)

Sergeant: A minimum aggregate score of 75% shall be required to proceed forward to the Police Commission interview phase of the testing process.

Corporal: A minimum aggregate score of 70% shall be required to proceed forward to the Police Commission interview phase of the testing process.

Ranking and Selection: SCJA shall calculate scores for each candidate participating in the promotional process and compile two eligibility lists (Sergeant and Corporal) by ranking of highest to lowest aggregate score achieved. The lists and individual rankings will then be promulgated to the participants via the Office of the Chief of Police. A list of score ranges, denoting scores received (not participants) for each eligibility list shall be posted.

The "Rule of Three" shall apply to all promotional selections. For this purpose, the following guidelines shall apply:

- If one promotion for a rank is to be made, it may be made from any of the top three scores on the certified eligibility list.

- Once a vacancy on the list is created due to promotion, the remaining candidates on the list shall move up a position on the list in ascending order to establish a new completed eligibility list.
- The next promotion made from the list shall be made applying the Rule of Three to the new created eligibility list.
- The certified eligibility list shall be valid for one (1) year after the completion of the examination process.

There shall be a promotional probationary period of six (6) months. Completion of the promotional probationary period shall require a determination of satisfactory performance at the new rank, in the discretion of the Board of Police Commissioners. An officer who fails to complete a promotional probationary period shall be returned to his/her former rank and salary.

Section 5. Any employee who works for eight (8) hours or any part thereof in a higher classification shall be paid at the minimum rate of the classification to which he or she is assigned.

Section 6. Employees shall receive full pay for all compulsory training when off duty, with a minimum of two (2) hours.

Section 7. There shall be sixteen (16) hours between shifts, except when overtime is paid or the employee has bid for a change in shift which results in the employee's having less than sixteen (16) hours between the end of one period and the beginning of the next.

Section 8. An employee shall receive the following as longevity pay, payable on the 31st day of July of each year:

Upon the completion of five (5) years of service, the sum equal to .75% of base salary annually.

Upon completion of ten (10) years of service, the sum equal to 1.25% of base salary annually.

Upon completion of fifteen (15) years of service, the sum equal to 1.75% of base salary annually.

Upon completion of twenty (20) years of service, the sum equal to

2.5% of base salary annually.

Section 9. All employees shall be paid biweekly by check. The direct deposit option shall continue for the duration of this Agreement.

Section 10. An employee who is overpaid by the Town shall have the duty to report such overpayment to the Finance Director of the Town promptly upon his/her discovery of such overpayment. Any overpayment to an employee shall be repaid to the Town as follows:

a. If an overpayment was made in one or two checks, the Town shall deduct the full amount of the overpayment from the biweekly paycheck immediately following the time the overpayment is discovered. Written notice of the overpayment amount and the deduction shall be provided to the employee by the Town, at least seven (7) days in advance.

b. If the overpayment took place over more than two checks, the Town shall deduct twice the amount of each check's overpayment from each biweekly paycheck following discovery of the overpayment. Written notice of the overpayment amount and the deductions shall be provided to the employee by the Town, at least seven (7) days in advance.

c. If an employee is leaving employment for any reason, the balance of any overpayment due shall be deducted from his/her final payments. If those final payments are insufficient to cover the repayment due, the employee shall make a direct payment to the Town for the balance prior to separation.

ARTICLE VIII OVERTIME

Section 1. Except as noted below, employees will only be eligible for overtime if they work more than forty (40) hours within the seven day work period, consistent with the Fair Labor Standards Act, or if they work in excess of eight (8) hours in any one day or on their scheduled day off Overtime shall be calculated in thirty minute increments.

Section 2. Overtime shall be paid at time and one-half (1 1/2) of the applicable hourly rate for all work performed in excess of eight (8) hours in any one day or when an employee works on his scheduled day off. If a Sergeant or a Corporal is assigned to work a Patrol Officer's

shift, the Sergeant or Corporal shall be paid time and one-half the regular rate of pay for Corporal Grade 1 and may be assigned to Corporal duties by the Chief. If regular members refuse open-bid shifts, supernumeraries may be used.

Section 3. Employees hereunder shall not be required to suspend work during their regular tour of duty to avoid overtime.

Section 4. Overtime rates shall be paid for not less than two (2) hours to any employee recalled to work for any duty not continuous with his regular work day. Recall occurs when an employee is recalled after he has left work on his or her regular work shift or tour of duty, or is recalled on a scheduled time off or during vacation. An officer who is recalled to duty shall only be required to stay until said recall situation is secure. The officer shall have the option to remain and work for four (4) hours, rather than the two (2) hour minimum.

Section 5. Whenever reasonable, all employees shall be given at least two (2) hours advance notice of overtime work opportunities. Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime except in case of emergency, and there shall be no discrimination against any employee who declines overtime work.

Section 6. Employees shall not be required to accept compensatory time in lieu of overtime compensation.

Section 7. Regularly scheduled work shifts or tours of duty and day off schedules of individual employees or groups of employees will not be changed, altered or modified for the purpose of avoiding the payment of overtime.

Section 8. Private Police Duty. The term "private police duty" shall mean police duty for which the Town is reimbursed for such police service by a third party. The term "outside duty" shall mean special police duty outside of regular shift responsibilities that is charged to a Town or Board of Education account, such as providing coverage for sporting events or parades. Either private police duty or outside duty is performed by employees on time over and above their regular work week and is not, under any circumstances, to be considered overtime for

payment of overtime rate of pay. Private police duty will be paid at the rate of one and one-half (1 1/2) times the Sergeant Grade 1 straight time hourly rate with a minimum of four (4) hours. The Town shall be responsible for the billing and payment for all private police duty work. Outside duty shall be paid at the rate of one and one-half (1 1/2) times the Patrol Officer Grade 1 straight time hourly rate with a two (2) hour minimum payment. For any outside duty paid in full or part through a grant, employee shall receive one and one half (1 1/2) times the Corporal Grade 1 straight time hourly rate with a four (4) hour minimum. There shall be a four hour minimum cancellation policy for all private duty jobs, and a two hour cancellation policy on all outside duty jobs.

When the primary function of the outside or private job is to direct traffic, the job shall be posted. Other private police duty or outside duty may be posted in the discretion of the First Selectman or his/her designee.

Section 9. Priority for all overtime and private police duty jobs shall be granted first to regular employees, and only when no regular officer is available or willing to work shall supernumeraries be used.

Section 10. Qualified regular employees shall be given priority in making assignments to the boat detail. If qualified regular employees are not available, supernumeraries may be used. An employee shall be considered qualified if he has successfully completed the course requirements set forth by the U.S. Coast Guard Auxiliary and has been deemed qualified by the Chief or his or her designee.

Section 11. The circumstances under which an officer may work back to back eight (8) hour shifts are as follows:

- a. In time of emergency;
- b. On 0700-1500 hours may continue to 1500-2300 hours
- c. On 1500-2300 hours may continue to 2300-0700 hours
- d. On 2300-0700 hours may continue to 0700-1500 hours

Except in cases of emergency designated by the Chief or his/her designee, there shall be an eight (8) hour period of rest immediately preceding and following such sixteen (16) consecutive hour duty. **No employee will be required to work, except in cases of emergency designated by the Chief or his/her designee, any assignment(s) that cause the employee to be on duty for more than sixteen (16) total hours in a rolling twenty-four (24) hour period.**

An employee who works sixteen (16) hours and then does not report for (books off) his or her next regularly scheduled shift within the following twenty-four (24) hours shall forfeit the one-half time premium for the preceding overtime shift and be paid only at straight time. An exception shall be allowed by the Chief if the employee's absence is due to a house fire or to a disabling injury or illness that requires immediate documented treatment by a physician or emergency room or at the Chief's discretion.

Section 12.

DEFINITIONS:

- *Fairness Rotation* — The system utilized by the Department to assign both overtime and extra- duty assignments. The system shall be predicated on the balance of seniority and the number of hours assigned during a defined period of time. EXAMPLE: The rotation period is 30 Days. On the first day of the rotation, an eight-hour overtime shift is posted for assignment: the most senior and the most junior eligible members of the department each bid for the overtime shift: The shift is granted to the most senior member. On the second day of the rotation, the same two employees bid for another posted eight-hour overtime shift: The overtime shift would be assigned to junior employee as the senior employee already has eight-hours granted in the rotation period.
- *Ordered Overtime* — At all times when the employee is mandated by his/her Supervisor to work an assignment other than his/her regularly scheduled eight (8) hour shift.
- *Special Assignment (S/A)* — Any assignment or duties as determined by the Chief of Police that are not the employee's regularly scheduled patrol/workshift.
- *Training Assignment* — Any assignment as determined by the Training Officer that is noted in the work schedule.

Ordered Overtime

1. Ordered overtime will be determined based on ordered hours worked for the last 30 calendar days. In the case of two (2) or more employees who have the same amount of ordered hours, then department seniority prevails and the junior employee is ordered.
2. For the purposes of determining the assignment of voluntary overtime, ordered overtime will not count as hours worked when determining total overtime worked in any period.
3. Ordered overtime will be contiguous with assigned hours of work whenever possible.
4. All other ordered overtime will be assigned as quickly as possible (i.e. Sick Time, P/L)
5. Any officers who are on a regularly scheduled day off that are working an assigned overtime shift, outside or private duty job during the hours of the shift immediately contiguous to the opening shall be ordered to work only if all other regularly scheduled officer working the shift are ineligible to be ordered for the overtime.
6. If an officer who has been ordered to work makes arrangements for another officer to work the ordered overtime slot, the officer's (who was ordered) position on the Ordered Overtime list will revert back to the officer's previous position on the list.
7. Employees working Special Assignments (S/A) or Training Assignments are not eligible to be ordered if any hours of those assignments occur outside the employees regularly scheduled work shift; unless all other employees regularly scheduled contiguous to the opening are unavailable; or an employee on his/her regularly scheduled day off would be ordered-in.

Regular Overtime (Department, Outside Duty, Private Duty)

Preference for posted shift/department overtime will be given to employees qualified to work the opening according to least amount of total overtime (excluding order-in overtime) worked in the last thirty (30) calendar days. In the case of two (2) or more employees who have the same amount of overtime worked, then department seniority prevails. If a posted shift overtime assignment is unbid and the job is "must be filled" then an employee from the shift preceding will be ordered for the first half, and the employee from the shift following will be ordered in early to cover the second half of the assignment (according to ordered overtime rules). In the case of unposted shifts that must be immediately filled due to sick, injury or any other last-minute book-off, preference will be given to employees working the shift preceding the opening according to least amount of total overtime (excluding order-in overtime) worked in the last thirty (30) calendar days. In the case of two (2) or more employees who have the same amount of overtime worked, then departmental seniority prevails. If the shift remains unfilled, an

employee from the shift preceding (according to Ordered Overtime rules) will be ordered to work the entire job. In the case where no employees previously stated are eligible to work refer to Appendix E. In these cases, the Shift Commander will make an effort to find a relief officer for the second half when requested by the ordered officer. Employees who request to work an entire posted shift have preference over employees who bid half shifts.

Preference for Outside Duty and Private Duty work will be given to all employees with the least amount of total overtime (excluding order-in overtime) worked in the last thirty (30) calendar days. In the case of two employees who have the same amount of overtime worked, department seniority prevails. In the case of Outside or Private Duty jobs that are unbid and must be filled, the employee pool for order-in consideration will first be all employees regularly scheduled to work contiguous to the opening (according to Ordered Overtime rules). In the case of jobs that are scheduled to start and/or finish between shifts then the employee pool for order-in consideration will be all employees regularly scheduled to work the shift before and after the opening (according to Ordered Overtime rules). In the case where no employees previously stated are eligible to work, refer to Appendix E.

All overtime posted for bid shall be assigned at least seventy-two (72) hours before the assignment to give the employee(s) adequate notice. Overtime that is posted within the seventy-two (72) hour window before the assignment will be assigned as quickly as possible giving at least thirty (30) minutes notice to the employee that the job has been posted. There will be circumstances whereby these steps may not be feasible, such as an officer booking off sick less than one (1) hour his/her scheduled tour of duty, or an officer sick or injured on duty. In such cases, the above steps may be waived at the direction of the duty supervisor, in order to maintain coverage.

When a police officer has been assigned overtime and requests to be relieved of the assignment, the job will first be offered to employees (least overtime hours) who originally bid for the job. If reassigned the job is counted as overtime for the officer who works the slot and the officer giving up the assignment reverts back to his/her position on the overtime list. In any case the employee originally assigned shall be responsible to work the job unless permission is received from the duty supervisor.

Employees assigned to areas of the police department other than the Patrol Division will fall under the same rules as officers assigned to the Patrol Division regarding bidding of shift/department overtime, Outside Duty, Extra Duty and Order-in assignments.

Section 13. Automated/Electronic Notification

The Department may institute an automated and/or electronic notification system for overtime, open shifts, or call-ins.

ARTICLE IX

UNIFORMS AND EQUIPMENT

Section 1. All items of uniforms and equipment, furnished by the Town, shall be maintained by the employee and returned to the Town, upon termination of employment, in reasonably good condition. Each employee shall maintain, repair and replace the uniform and equipment, except side-arms and ammunition. The Town shall provide each officer, toward such maintenance, repair and replacement, the sum of up to one thousand one hundred dollars (\$1,100.00) payable monthly upon submission of bills or receipts, or upon written approval of the Chief of Police or his designee.

Section 2. Any change of style, type or color or uniform attire, or any change of equipment or accouterments ordered by the Town shall be paid by the Town in addition to the clothing and cleaning allowance.

Section 3. Uniforms damaged in the line of duty will be replaced by the Town at no charge to the employee, or with no deduction from the clothing allowance, upon recommendation of the Chief. Personal property used in the line of duty will be replaced by the Town on the same basis in an amount up to, but not to exceed two hundred (\$200.00) dollars, with a limit of fifty (\$50.00) dollars for any single item of jewelry. The Chiefs decision concerning replacement shall be subject to the grievance procedure, but not the arbitration procedure of this Agreement.

Section 4. The Town will not be responsible for the cost of replacement or repair of uniforms, or for payment toward personal property, if such damage, as determined by the Chief of Police, is attributable to negligence of the employee. The Chiefs decision concerning replacement shall be subject to the grievance procedure, but not the arbitration procedure of this Agreement.

Section 5. The Town will purchase bullet proof vests of the Department's choice with the approval of the Board of Police Commissioners, for any officers wishing to wear them. Officers receiving a bullet proof vest are mandated to wear said vest while on patrol duty. Officers assigned to the Detective Division shall keep vests readily available at all times. Replacement after five (5) years by the Town shall not exceed six (6) vests in one given year, unless special approval is given by the Board of Police Commissioners. All new employees hired after January 1, 2012 shall wear the bullet proof vest as provided by the Town of Clinton while on patrol duty.

ARTICLE X

RETIREMENT

Employees shall be enrolled in the pension plan and be eligible for pension benefits in accordance with the parties' pension agreement. A representative of the Union shall be a non-voting member of the Pension Committee.

Employees who give six months prior notice of their retirement shall be entitled to a payout of unused accumulated sick leave at 50% up to a maximum of 80 days upon the effective date of their retirement. Employees who give twelve months prior notice of their retirement shall be entitled to a payout of unused accumulated sick leave at 50% up to a maximum of 90 days upon the effective date of their retirement. Any notice of retirement under this paragraph shall be irrevocable.

ARTICLE XI

VACATION

Section 1. Amount of Vacation.

The vacation plan shall be as follows:

<u>Service</u>	<u>Length of Vacation Period</u>
Date of hire through four (4) years	Ten (10) working days except that in the first year new hire shall only receive (5) days upon completion of FTO.
Four (4) years anniversary	Fifteen (15) working days
Ten (10) years anniversary	Twenty (20) working days
Fifteen (15) years anniversary	Twenty-one (21) working days
Sixteen (16) years anniversary	Twenty-two (22) working days
Seventeen (17) years anniversary	Twenty-three (23) working days
Eighteen (18) years anniversary	Twenty-four (24) working days
Nineteen (19) years anniversary and beyond	Twenty-five (25) working days

When an officer reaches a year of service that would entitle him or her to increased vacation time, then the officer shall receive the incremental increase as follows: if the Officer's anniversary date falls between July 1 and December 31, then the officer receives the incremental increase on July 1 of that same year; if the officer's anniversary date falls between January 1 and June 30, then the officer receives the incremental increase on January 1 of that same year. Thereafter, all vacation shall be accrued on July 1 until the officer reaches the years of service for another increase in vacation.

Section 2.

DEFINITIONS:

- *Primary Annual Vacation Bid* — The first choice of vacation days requested off by an employee at time of bidding for annual work schedule assignment.

- *Secondary Annual Vacation Bid* — An alternate group of vacation days requested by an employee at time of bidding for annual work schedule assignment.
- *Long-Term Vacation Requests* — A request for use of a vacation day or days, after the current shift bid has been finalized, which consist of a minimum of four (4) consecutive work days. Regularly scheduled days off do not constitute a break when determining consecutive work days. Long-term vacation requests shall be submitted no later than thirty (30) days before the dates to be taken. Long-term vacation requests will be granted, according to seniority within rank* if competing requests exist, seven (7) days after the request is made.
- *Short-Term Vacation Requests* - A request for use of a vacation day or days, which consist of less than four (4) consecutive work days. For the purpose of submitting short term vacation requests, requests of one (1), two (2), or three (3) contiguous days shall be treated as separate single day-off requests.

Section 3. Employees may submit a request for a vacation period of a minimum of four (4) and a maximum of eight days (8), within seven (7) days of the posting of the July 1st bid schedule.

This bid shall be considered the employee's *Primary Annual Vacation Bid*. Employees may also bid a *Secondary Annual Vacation Bid* of a minimum of four (4) and a maximum of eight days (8), within seven (7) days of the posting of the July 1st bid schedule .

1. Primary and Secondary Annual Vacation Bids will be posted at the time of promulgation of the annual work schedule.
2. Vacation requests will be granted in order of seniority within rank and the applied weight of the request. Vacation requests are weighted in the following order; 1. Primary Annual Vacation Bid; 2. Secondary Annual Vacation Bid; 3. Long Term Vacation Requests; 4. Short Term Vacation Requests.
3. Vacation requests will be granted per shift assignment. Each shift may have up to one supervisor and two officers granted long term vacation requests during the same work week.

4. The Sergeant and Corporal assigned to the same shift will not be granted the same Primary and/or Secondary Annual Vacation Bid.
5. *Short term vacation* requests will be granted per shift assignment. The number of employees off on each shift for single day vacation request will not be limited, except that once an employee has been ordered to cover a vacation request no others will be granted that day for that shift if it will cause further order-ins. In no case will a single day vacation request be granted if it would cause an employee on their regularly scheduled day off to be ordered-in; or in the case of any holiday listed in Article IV, Section 1., short term vacation requests will not be granted if it will result in any order-in.
6. *Short term vacation* requests can be submitted at any time except that any request will be granted by seniority within rank* seven (7) days before the date to be taken. Short term vacation requests submitted within seven (7) days of the date to be taken may be granted on a first come, first serve basis.
7. *Note: If the choice of vacation is between employees of different rank, department seniority, rather than rank seniority, shall prevail.
8. The granting of vacation requests under this section are subject to the operational needs of the Department as determined by the Chief of Police or his designee.

Section 4. Vacation pay may, at the employee's option, be paid in advance upon ten (10) days advance notice, in writing, to the Chief.

Section 5. In the event an employee, for a particular purpose, such as a trip which would not otherwise be possible, has a need to carry forward vacation time into the next year, such employee may make a written request to the Chief of Police, stating the reason and the specific time for such vacation. The approval of such request shall be at the sole discretion of the Chief of Police.

Section 6. An employee may be paid his or her regular straight time pay for up to five (5) accrued, unused vacation days at the end of each fiscal year. Employees must submit to the Chief of Police, in writing, a request for payout of vacation days by June 1st each fiscal year.

Section 7. An employee who voluntarily resigns or who retires during the fiscal year shall be paid the unused vacation to which he was entitled for the year in accordance with Section 1.

Section 8. Employee's vacation time shall be accrued on the fiscal year after their anniversary beginning July 1st of each year.

ARTICLE XII

SICK LEAVE

Section 1. All employees hired prior to February 6, 2007 shall be entitled to sick leave accumulated at the rate of one and one-fourth ($1 \frac{1}{4}$) days per month for each month of service. An employee hired on or after February 6, 2007 shall be credited with six (6) days of sick leave at the commencement of employment for the first year of such employment. Commencing at the start of the second year of employment, such employee shall accrue sick leave at the rate of one (1) day per month for each month of service. Sick leave may be accumulated to a maximum of one hundred and seventy (170) days. Such leave is to be used only during illness or non-service connected injury.

Section 2. Fifty percent (50%) of the amount of unused accumulated sick leave, to a maximum of seventy (70) days, will be converted into cash and remitted, subject to tax deductions, to the employee or his estate under the following circumstances:

- a. in the event of death of the employee before separation of service;
- b. in the event an employee applies for and is approved for retirement.

Section 3. Employees who do not use any sick leave for the an entire six (6) month bid cycle and have not been suspended for disciplinary reasons during that time, will be entitled to one extra vacation day. On-the-job injuries that result in absences of less than one (1) week will not be counted against the employee for the purposes of this Section.

Section 4. Employees who have been out on personal sick time for periods of three or more scheduled work days may be required to provide a medical note stating the employee was unable

to work. For the purposes of personal sick time use, the employee shall not be required to provide a note stating the specifics of any illness or injury. This section does not negate the rights of employees or the department under FMLA.

ARTICLE XIII

WORKERS' COMPENSATION

Section 1. An employee who suffers an illness or injury for which he claims workers' compensation shall be eligible for such benefits as are set forth in the Workers' Compensation Act. While such employee is receiving workers' compensation benefits, the employee shall not be charged sick or other paid leave time.

Section 2. An employee who suffers an illness or injury for which he claims workers' compensation shall have absences charged to injury leave until the first of the following occurs:

- a. he has reached maximum medical improvement and is no longer able to perform his duties;
- b. twelve (12) calendar months have passed, provided that the twelve (12) months shall be extended by up to six (6) months if the treating physician certifies that it is likely that the employee will be able to return to work during that period. If the employee is unable to return to work at the end of the eighteen (18) months, the employee's employment will end unless the employee can produce a medical certification from the treating physician that the employee will be able to return within the next six (6) months. The Town has the ability to verify this certification through an independent medical examination. If the employee produces this certification, the Town will continue his or her employment for up to six (6) months, but the employee will not receive injury leave during this additional six (6) month period. If the employee can not return to full duty within this additional six (6) month period, then his or her employment will end.

If the employee is unable to engage in any gainful employment in the service of the Police Department as a Police Officer, the Town will not oppose the employee's application to the Pension Committee for a disability retirement under the Police Pension Plan.

An employee who is on injury leave shall receive the difference between the weekly benefits provided by the Workers' Compensation Act and the amount of his salary at the time of injury as set forth in Article VII, Section 1 of this Agreement. The amount of the workers' compensation benefit shall be included in the employee's payroll check and recorded as a separate line item as workers' compensation benefits are not subject to federal, state, FICA, or Medicare withholding.

Section 3. Eligibility for the benefits of this Article shall be limited to those cases in which the employee's injury or illness is compensable under the Workers' Compensation Act.

The employee and the Union expressly agree that the charging of an absence to injury leave shall not in any way be deemed an acceptance of the employee's claim for benefits under the Workers' Compensation Act and the charging of the absence to injury leave is entirely without prejudice to the Town's position concerning such claim.

In the event that the Town successfully contests the claim, the employee shall be responsible to repay the Town for the number of days of injury leave used prior to the ceasing of injury leave based on contest of the claim. Such repayment shall be taken first from the employee's accumulated sick leave and if no sick leave is available, from the employee's accrued vacation time. If the employee has no accrued leave, the Town shall deduct payment for the time from any future payments to which the employee is entitled, whether as an active employee or a retiree. These repayment provisions may be waived, in the sole discretion of the Police Commission and the Town, without prejudice to the Town's position on the workers' compensation claim.

ARTICLE XIV

HEALTH AND LIFE INSURANCE

Section 1. The Town will provide for medical and dental coverage for all regular members of the police department and their dependents.

a. Medical Benefits. Effective 7/1/18, High Deductible Health Plan/Health Savings Account ("HDHP/HSA"), as outlined in Appendix C, with the following general terms:

- o \$2,000 deductible for single coverage
- o \$4,000 deductible for other coverages
- o Town funding of deductible made as follows:
 - 70% Town funding made on 7/1/18
 - 50% Town funding made on 7/1/19
- o \$5/\$25/\$40 prescription co-pay after deductible

The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage option:

2016-2017	16.0%
2017-2018	16.0%
2018-2019	16.0%
2019-2020	17.0%

b. Dental Benefits. The Town shall provide the Anthem Blue Cross/Blue Shield Full Dental Plan with dependent rider for eligible employees and their eligible dependents. The employee shall pay the following portion of the cost for this coverage:

2016-2017	16.0%
2017-2018	16.0%
2018-2019	16.0%
2019-2020	17.0%

The Blue Cross Full Service Dental Plan and the Blue Cross Optical Plan will also continue to be available to all regular members of the police department and their dependents.

c. Wellness Incentives. From time to time, the Town may offer incentives to employees through voluntary participation in wellness and fitness programs. These incentives may include but are not limited to discounts, payments, and other benefits for participation in the programs. Programming design and administration is at the sole discretion of the Town.

Section 2. The Town shall maintain a Section 125 Plan which will enable employees to make contributions toward medical and dental benefits on a pre-tax basis, to the extent permitted by law.

Section 3. Change of Carriers. The Town may obtain medical benefit coverage substantially equivalent to or better than that listed in Section 1 above from alternative insurance carriers, including those with preferred provider networks, or through a health maintenance organization, or through self-insurance, so long as there is no interruption in coverage.

If the Town proposes a change, it shall give written notice of the change(s) to the Union. The Union may challenge any proposed change in insurance carriers/administrators on the basis that the coverage to be provided is not substantially equivalent to or better than the existing coverage. The Union's challenge must be filed in writing within sixty (60) calendar days from notice of the proposed change, and must specify the areas in which the Union claims that the proposed plan is not substantially equivalent to the current one. The Town and the Union shall meet to discuss the Union's concerns, which discussions shall be concluded no later than thirty (30) calendar days following receipt of the Union's notice of challenge. If a dispute remains, it shall be submitted to expedited arbitration before an arbitrator selected through the State Board of Mediation and Arbitration or, if the Town so elects, the American Arbitration Association. The cost for the services of an American Arbitration Association arbitrator shall be borne by the Town. No change shall be made until the matter is fully arbitrated.

Section 4. Life Insurance. The Town will provide and pay for life insurance coverage in the amount of one hundred thousand dollars (\$100,000.00) with double indemnity for accidental death and dismemberment for all regular paid members of the Police Department.

The Town will provide and pay for life insurance in the amount of five thousand dollars (\$5,000.00) for each employee who retires under the terms of the parties' pension agreement.

Section 5. Retirees. An employee covered by this Agreement who retires under the terms of the Clinton Police Department Trustee Pension Plan for Bargaining Unit Employees shall receive Major Medical Insurance coverage until age 63.

ARTICLE XV

FUNERAL LEAVE

Section 1. Each employee shall be granted leave with pay in the event of a death as indicated herein.

a. In the event of the death of a spouse, children, mother, father, brother or sister of the employee, such leave, with pay, shall start the day of the death and continue through and include the day of burial, not to exceed four (4) days.

b. In the event of the death of a grandparent, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, such leave, with pay, shall start on the day of death and continue through and include the day of burial, not to exceed three (3) days.

c. In the event of the death of a relative of an employee not provided for herein, such employee may, upon approval of the Chief of Police, be granted one (1) day leave with pay for the purpose of attending such funeral.

ARTICLE XVI

DISCIPLINARY ACTION

No regular employee shall be suspended, discharged, or penalized solely because of activity on behalf of and authorized by the Union or for any other reason, except just cause; and, at any disciplinary hearing or interrogation, the officer charged shall have the right to be represented by the Union. Disciplinary action shall be conducted in accordance with the Department Rules and Regulations.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. In order to insure fair and equitable treatment of all members of the Police Department, there is hereby established a formal procedure to permit discussion and resolution of grievances. A grievance shall be defined as a dispute concerning one of the following:

- a. a discharge, suspension or other disciplinary action;
- b. a charge of discrimination; and
- c. the interpretation and application of the Articles and Sections of this Agreement.

STEP ONE

The grievance shall first be presented informally to the non-Union Police Department administrator, who may, for the purpose of discussing the complaint, excuse the complainant from duty, without loss of pay, for such time as he may deem reasonable. If, after earnest effort, the complaint shall not be resolved, proceed to Step Two.

STEP TWO

If the Union authorizes, the complaint in written form shall be presented within ten (10) days of occurrence, to the Chief or designee who shall meet on the matter with the complainant within five (5) days thereafter; within five (5) days after such meeting, the Chief or designee shall issue his decision in writing. If this procedure shall not have resolved the complaint, proceed to Step Three.

STEP THREE

Within five (5) days, thereafter, the complainant may make a written referral of the matter to the Board of Police Commissioners. The Commission shall meet with the complainant(s) at the next regularly scheduled meeting which is at least one week following receipt of the complaint. A special meeting may be scheduled by mutual agreement. Within five (5) days after such meeting, the Board shall issue its decision in writing.

STEP FOUR

If the Board's decision is not satisfactory to the employee, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after the decision of the Board. The decision of the arbitrators shall be final and binding provided it is not contrary to the law. The authority of the Board of Mediation and Arbitration shall be limited to the application and interpretation of the Agreement. It shall have no authority to add to or subtract from the Agreement.

Section 2. All written submission of grievances shall, in reasonable detail, state the nature of the complaint and their remedies proposed therefor. All time periods provided shall be exclusive of Saturdays, Sundays and holidays and may be extended by agreement of all parties. At any hearing, any of the parties may, at its own expense, have the proceedings recorded by a stenographer.

ARTICLE XVIII

COURT DUTY

Section 1. Any off-duty officer required to appear in any court or hearing, criminal, civil or motor vehicle, which is the outcome of his duties as a police officer, shall be paid a stipend equivalent to one and one-half times the officer's hourly rate of pay by the Town. The officer shall be paid for actual time spent in the court or hearing and for travel time which is in excess of his normal travel time from home to the Police Department.

ARTICLE XIX

AMENDMENT OF AGREEMENT

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

ARTICLE XX
RULES AND REGULATIONS

The Town shall provide the Union and each employee an up-to-date copy of the booklet containing the Rules and Regulations of the Department. Amendments or changes to such Rules and Regulations shall be discussed with the Union before becoming effective. The Town shall also provide the Union and each employee with a copy of each Department order and Department policy issued.

ARTICLE XXI
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employee of the unit has enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE XXII
UNION REPRESENTATION

Section 1. The Town agrees to recognize the duly elected officers and representatives of the Union.

Section 2. Any officer or representative of the Union shall be granted reasonable time off without loss of pay to negotiate the contract, handle grievances, complaints, and meet with the Town to discuss and confer regarding items of mutual benefit as long as it is within his regular work schedule. Such representation shall not exceed a total of three (3) members of the bargaining unit.

Section 3. The Union President or his designee shall receive hour for hour compensatory time for contract negotiations that are not conducted during his scheduled shift. The Union President or his/her designee shall receive hour for hour compensatory time when attending official meetings or hearings as described in Article XVI (DISCIPLINARY ACTION) or Article

XVII (GRIEVANCE PROCEDURE) that are not conducted during his/her scheduled shift. **If** more than one union member is present the union may split hours earned.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1. Every employee shall have the right to review all of his or her personnel file, as provided by State statute, upon request to the Chief

Section 2. Failure of either party to insist, in any one or more instances, upon conformance with any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights to insist on future conformance with such terms or conditions.

Section 3. If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 4. There shall be no discrimination, coercion or intimidation of any kind against any employee because of his membership or non-membership in the Union. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative.

Section 5. The Chief, with the approval of the Police Commission, may grant an officer a leave of absence without pay for a maximum of one (1) year provided such officer shall not engage in any police or law enforcement type of work during such leave. At the expiration of such leave, the officer shall be returned to his or her last previous employment status. The Police Commission shall not unreasonably withhold the granting of a leave when requested properly with merit. During such leave of absence, the employee shall not be entitled to any fringe benefits, at the cost of the Town, provided herein for employees as part of employment with the Town, except to the extent required by the federal Family and Medical Leave Act.

Section 6. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the duty supervisor or the Chief

Section 7. Employees shall not be required to shovel snow, wash vehicles or perform non-police duties. However, management and the Union encourage employees to maintain the motor fleet in a clean and orderly condition.

Section 8. Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of the annual tour of duty as a member of such reserve component. The Town will pay the employee a differential between the military pay and regular salary as an employee, in accordance with Conn. Gen. Stat. § 7-461.

Section 9. Employees shall be granted two (2) days off with pay for birth or adoption of the employee's child.

Section 10. In case of an accident involving the driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or have any action taken against him or her unless there is a violation of Departmental Rules and Regulations, or until an investigation has been made by the Chief, or the Chiefs designee and it has been determined that the employee was at fault.

Section 11. An employee suspended or removed from duty shall be entitled to a preliminary hearing conducted by the Chief, which will be held within a twenty-four (24) hour period of the time of the suspension or removal from duty.

Section 12. An employee shall be required to have a physical examination in accordance with the schedule for such examinations under the medical benefit plan set forth in Article XIV, Section 1 of this Agreement, but at least every other year. The cost of an examination will be defrayed by the medical benefit plan and the examination will be conducted by the employee's physician. In the event a follow-up physical examination is required by the Town, the Town shall pay the cost of said additional physical examination. The Town shall pay any cost of the physical examinations that is not covered by the employee's insurance coverage.

ARTICLE XXIV**PERSONAL LEAVE**

Each employee in the bargaining unit shall be granted three (3) personal leave days each year, to be used for personal business at the option of the employee; provided, however, that this third personal leave day may not be used on any of the holidays listed in Article IV, Section 1.

Personal leave for those employees hired during the year shall be prorated at the rate of one (1) day for each four (4) months that they are employed during that year. Such days, if not used, shall not be accumulative.

Employees shall give one hour notice of intent to use a PL day. The number of employees who may be absent on personal leave at any one time shall be determined by the Chief or his/her designee based on the operating needs of the Police Department. In any event, PL days cannot be used when ordered in for a shift.

ARTICLE XXV**NO STRIKE CLAUSE**

As part consideration for the making of this Agreement, the Union, for itself and employees subject hereto, agrees not to engage in any work stoppage, strike or slowdown.

ARTICLE XXVI**LEGAL DEFENSE**

In the event that an employee shall be named defendant in a civil action, claiming damages for an act occurring during and within the scope of the performance of such officer's official duties, and not resulting from a willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any final judgment obtained therein against such officer, in accordance with Conn. Gen. Stat. § 7-465.

ARTICLE XXVII
MANAGEMENT RIGHTS

Section 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 care, maintenance and operation of equipment 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;
- c. to change processes or operations or to change their performance by employees;
- d. to select and to determine the number and types of employees required to perform the Town's operations; and
- e. to insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Town Police Commission and Selectmen by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure, including arbitration, in this Agreement.

Section 3. The Town and the Union agree that they will form a Labor Management Committee that will begin meeting no later than January 30, 2012 to discuss the evaluation

process for employees. Any agreements on the evaluation process will be reduced in writing and will be attached to the Agreement as a new Appendix, once ratified by the Union.

ARTICLE XXVIII

ADVANCED EDUCATION

Section 1. Employees who have been awarded an Associate Degree from an accredited college or university shall be paid a sum equal to .75% of base salary annually. Employees who have been awarded a Bachelor Degree from an accredited college or university shall be paid a sum equal to 1 .25% of base salary annually. Employees who have been awarded a Master's Degree from an accredited college or university shall be paid a sum equal to 1 .75% of base salary

Section 2. Payments due under this provision will be made by the first of November in the fiscal year following the attainment of such degrees.

ARTICLE XXIX

BOAT OPERATOR

The Chief shall have the right to civilianize the position/ functions of the boat operator. Implementation of this provision will not result in any layoff or elimination of sworn personnel and at all times when in use the vessel will have at least one sworn officer on the crew. The Town will provide sixty (60) days notice to the Union in the event it decides to exercise its prerogative to implement this provision. This provision shall be limited to those functions of the boat operator, which involves only the operation of the vessel, not enforcement action. Qualified regular employees shall continue to be given priority in making assignments to the boat detail. If qualified regular employees are not available as the second officer assigned to the boat, supernumeraries may be used. This does not preclude a qualified sworn officer from operating the boat. An employee shall be considered qualified if he/she has successfully completed the course requirements as set forth by the U.S. Coast Guard Auxiliary and has been deemed qualified by the Chief or his designee.

ARTICLE XXX

DURATION OF AGREEMENT

Section 1. The benefits and language shall be effective upon signing, unless effective dates have been specifically stated within this Agreement.

Section 2. This Agreement shall be effective through June 30, 20442020. This Agreement shall remain in force after that date, during negotiations, until agreement is reached to amend or modify this Agreement.

Section 3. On or about February 1, 2020, the parties agree to meet and discuss a new Agreement. The present Agreement will remain in force until a new Agreement is reached and signed.


IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this, 31 day of May 2018.

UNITED PUBLIC SERVICE EMPLOYEES TOWN OF CLINTON
UNION (C.O.P.S.) LOCAL # 360

•BY: 
Jame P ietro, Local #360 President

BY: 
Christine Goupil,
First Selectman

BY: 
Kevin E. Boyle, President

BY: 
Vincent DeMaio,
Chief of Police

APPENDIX A
SALARY SCHEDULES

Position	2016-2017 1.50% not retroactive	2017-2018 2.0% not retroactive	2018-2019 2.25%	2019-2020 2.25%
Probationary Patrol Officer	\$54,605.77	\$55,697.89	\$56,951.09	\$58,232.49
Patrol Officer - Grade #2	\$63,733.91	\$65,008.59	\$66,471.28	\$67,966.89
Patrol Officer - Grade #1	\$68,378.13	\$69,745.70	\$71,314.98	\$72,919.56
Corporal - Grade #2	\$69,716.14	\$71,110.46	\$72,710.45	\$74,346.43
Corporal - Grade #1	\$71,007.13	\$72,427.27	\$74,056.88	\$75,723.16
Detective	\$69,716.14	\$71,110.46	\$72,710.45	\$74,346.43
Youth Officer	\$69,716.14	\$71,110.46	\$72,710.45	\$74,346.43
Sergeant - Grade #3	\$74,162.71	\$75,645.96	\$77,348.00	\$79,088.33
Sergeant- Grade #2	\$77,054.32	\$78,595.41	\$80,363.81	\$82,171.99
Sergeant - Grade #1	\$79,948.67	\$81,547.64	\$83,382.46	\$85,258.57

APPENDIX B

MEMORANDUM OF AGREEMENT

The Town and the Union agree that overpayments made to Sergeants, who were paid overtime at Sergeant's rate when the proper rate was that of Corporal, shall be reimbursed by payroll deduction from the check that includes retroactive payments resulting from this Agreement. Prior to making the payments and deductions, the Town and the Union will review the calculations of overpayments for accuracy.

APPENDIX C **MEDICAL COVERAGE**

	Effective thro Centu	June 30, 2018 Preferred
BENEFITS	In-Network	Out-of-Network
Deductible	None	\$400/\$800/\$1,000
Co-insurance	None	30%
Cost Share Maximum	None	\$1,000/\$2,000/\$2,500
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
DEPENDENT LIMITING AGE:	26	26
PREVENTIVE CARE:		
Physical Examination - Child	No charge	Ded. & Co-ins.
Physical Examination - Adult	No charge	Ded. & Co-ins.
Vision Examination	No charge	Ded. & Co-ins.
Immunizations	No charge	Ded. & Co-ins.
OUTPATIENT CARE:		
Physician Office Visits	\$20 copay	Ded. & Co-ins.
Specialist Office Visits	\$20 copay	Ded. & Co-ins.
Outpatient Surgical Services	\$75 copay	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations	No charge	Ded. & Co-ins.
Complex Imaging	No charge	Ded. & Co-ins.
Outpatient Rehabilitation - PT/OT/ST	\$20 copay	Ded. & Co-ins.
Prenatal and Postnatal Maternity Care	\$20 initial visi [†] only	Ded. & Co-ins.
MENTAL HEALTH CARE:		
Outpatient Treatment	\$20 copay	Ded. & Co-ins.
Inpatient Treatment	\$100 copay	Ded. & Co-ins.
SUBSTANCE ABUSE:		
Outpatient Treatment	\$20 copay	Ded. & Co-ins.
Inpatient Treatment	\$100 copay	Ded. & Co-ins.
ALLERGY CARE:		
Visits	\$20 copay	Ded. & Co-ins.
Injections	No charge	Ded. & Co-ins.
HOSPITAL CARE:		
Semi-Private Hospital Room Admission	\$100 copay	Ded. & Co-ins.
Skilled Nursing and Rehabilitation Facilities	\$100 copay	Ded. & Co-ins.
HOME HEALTH CARE:	No charge	Ded. & Co-ins.
EMERGENCY CARE:		
Emergency Room (waived if admitted)	\$100 copay	\$100 copay
Ambulance Service	No charge	No charge
Urgent Care (participating centers only)	\$75 copay	Not Covered
PRESCRIPTION DRUGS:	<i>Please see Note Below</i>	
Generic Tier 1 Drugs	\$5 copay	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	\$25 copay	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	\$40 copay	Ded. & Co-ins.
Mail Order	2x Retail	Ded. & Co-ins.
Annual Maximum	\$2,000 annual maximum	Ded. & Co-ins.

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

	Effective July 1, 2018
	HEALTH SAVINGS ACCOUNT
	HDHP H.S.A. PPO Plan \$2,000/\$4,000 Deductible 100% In-Network After Ded. \$5/25/40 Rx After Deductible
IN NETWORK BENEFITS	\$2,000/\$4,000 H.S.A.
Deductible	\$2,000/\$4,000 2018: \$1,400/\$2,800 2019: \$1,000/\$2,000
Employer Portion of Deductible	2018: \$600/\$1,200 2019: \$1,000/\$2,000
Employee Portion of Deductible	
Coinsurance	100%
OOP Max. including deductible	\$4,000/\$8,000
Primary Care Office Visit	Subject to Deductible
Specialist Office Visit	Subject to Deductible
Preventive Care	No charge
Outpatient Rehab Therapy (PT,OT)	Subject to Deductible
Chiropractic Care	Subject to Deductible
Emergency Room	Subject to Deductible
Urgent Care	Subject to Deductible
Ambulance	Subject to Deductible
Inpatient Hospitalization	Subject to Deductible
Outpatient Surgery	Subject to Deductible
Laboratory Services	Subject to Deductible
Diagnostic Testing	Subject to Deductible
Complex Imaging (MRI, PET, MRA, CAT, etc.)	Subject to Deductible
Generic Retail Rx Copay	\$5 copay after ded.
Tier 2 (Preferred Brand) Retail Copay	\$25 copay after ded.
Tier 3 (Non-Preferred Brand) Retail Copay	\$40 copay after ded.
Mail Order Copays	2 x Retail
Annual Maximum	Unlimited
OUT OF NETWORK BENEFITS	
Deductible	Shared with In-Network
Coinsurance	80/20%
OOP Max	\$4,000/\$8,000

Emergency Room / Ambulance Services	Same as In-Network
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This summary is intended for use only as a general summary of benefits.

For detailed descriptions of benefits, terms, limitations and exclusions, see group certificate.

APPENDIX D
BIDDING PROCEDURE FOR CLINTON PD

The following represents the bidding process for shifts and vacation pursuant to the collective bargaining agreement between the Town of Clinton and UPSEU-C.O.P.S. Local 360:

- The shift schedule shall be posted annually on or about May 1st.
- The shift schedule consists of two (2) separate six (6) month bids that coincide with the fiscal year. The first bid covers the period starting July 1st and ending December 31st. The second bid covers the period starting January 1st and ending June 30th.
- Bargaining unit employees shall choose their shift within fourteen (14) days after the posting of the schedule. The Chief of Police will determine the assignment of any employee who does not bid the posted schedule.
- The Police Department shall post the shift assignments seven (7) days after the shift bidding closes.

APPENDIX E

ORDER-IN PROCEDURE FOR CLINTON PD

The following procedure shall be applied when determining which employee(s) shall be used when any assignment is must be filled;

Employees working overtime on their regularly scheduled days off shall be considered on their days off when determining order-in eligibility.

Posted Must be Filled (Patrol Shifts, Department Overtime, Outside Duty or Private Duty):

- Ordered overtime rules apply (employee with least hours)
- 1. Order an employee from the shift prior for the first half and an employee from the shift after for the second half. If the shift is still unfilled then;
- 2. Order an employee from the shift prior OR shift after for the entire shift. If the shift is still unfilled then;
- 3. Order an employee working an Outside Duty or Private Duty job whose hours are contiguous to the opening when the job is scheduled to end within one (1) hour prior to the shift in question. If the shift is still unfilled then;
- 4. Order an employee working an S/A or Training assignment whose hours are contiguous to the opening when said assignment is scheduled to end within one (1) hour of the shift to be filled. If the shift is still unfilled then;
- 5. Order an employee on previously granted comp time off for the shift in question. If the shift is still unfilled then;
- 6. Order an employee on their regularly scheduled days off.

Unposted Must be Filled (Patrol Shifts, Department Overtime, Outside Duty or Private Duty):

- Ordered overtime rules apply (employee with least hours)
- Unposted jobs are those that occur within 72 hours of scheduled starting time

1. Order an employee from the shift prior for the entire shift. If the shift is still unfilled then;
2. Order an employee from the shift after for the entire shift. If the shift is still unfilled then;
3. Order an employee working an Outside Duty or Private Duty job whose hours are contiguous to the opening when the job is scheduled to end within one (1) hour prior to the shift in question. If the shift is still unfilled then;
4. Order an employee working an S/A or Training assignment whose hours are contiguous to the opening when said assignment is scheduled to end within one (1) hour of the shift to be filled. If the shift is still unfilled then;
5. Order an employee on previously granted comp time off for the shift in question. If the shift is still unfilled then;
6. Order an employee on their regularly scheduled days off.