

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF WESTPORT
AND
WESTPORT POLICE LOCAL #2080
COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2016 to JUNE 30, 2020

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PREAMBLE

The following Collective Bargaining Agreement effective July 1, 2016, except as indicated otherwise, by and between the TOWN OF WESTPORT, HEREINAFTER REFERRED TO AS THE "TOWN", and the WESTPORT POLICE LOCAL 2080 AND COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL- CIO, hereinafter referred to as the "UNION", is designed to maintain and promote a harmonious relationship between the TOWN and its police officers who are covered by the provisions of this Agreement, in order that more effective and progressive public service may be rendered.

It is mutually agreed as follows:

ARTICLE 1
RECOGNITION

The TOWN hereby recognizes the UNION as the exclusive representative and bargaining agent for the regular full-time police officers employed by the Police Department, except the Chief of Police, Deputy Police Chiefs, Captains and Police Lieutenants.

ARTICLE 2
PROBATION**SECTION 1.**

All appointments to the Police Department shall be subject to a probationary period of eighteen (18) months for non-certified officers and six (6) months for certified police officers, except that promotions to Sergeant shall be subject to a probationary period of six (6) months; and promotions to the position of Lieutenant shall be subject to a probationary period of six (6) months.

SECTION 2.

A probationary patrolman/patrolwoman may be summarily dismissed without a hearing and shall not have the right to institute a grievance for said dismissal.

SECTION 3.

Any employee promoted for a probationary period and found to have performed unsatisfactorily during such period shall be reinstated to his/her previous position or equivalent, without loss of seniority, rank, grade or pay of his/her previous position.

SECTION 4.

Any employee who has satisfactorily completed his/her probation period shall be deemed to be a permanent employee in that rank.

ARTICLE 3

SENIORITY

SECTION 1.

Police Department seniority shall mean the total length of continuous service as a full-time officer in the Westport Police Department. An employee's length of continuous service shall not be reduced by time lost due to sick or injury leave, or any approved leave of absence or other authorized absence. Completed probationary periods shall be included in continuous service.

SECTION 2.

Rank seniority (Sergeant) shall mean total length of continuous service of an employee as an appointee to a rank including all completed probationary periods. No employee shall acquire rank seniority in any rank for a period served in such rank in an acting capacity. During such temporary service, he/she shall continue to accrue rank seniority in his/her permanent rank.

SECTION 3.

In the event of a force reduction in the required personnel of any rank or any change or reduction in the present Table of Organization for the Westport Police Department, rank seniority shall prevail, e.g. the employee with the least seniority in any rank will be the first to be reduced from the rank.

SECTION 4.

In the event of need for additional personnel following a force reduction, patrolmen/patrolwomen on lay-off shall have recall rights for one (1) year from the date of lay-off and shall be recalled in the inverse order of lay-off, e.g., the last patrolman/patrolwomen laid off shall be the first entitled to recall. Departmental seniority earned prior to lay-off shall be retained. A Sergeant reduced in rank as the result of a force reduction shall be entitled to reinstatement to the applicable rank in the event of a vacancy in said rank, provided such vacancy occurs and is to be filled in the two (2) years from the date of reduction; and provided further that any rank seniority earned prior to the reduction shall be retained.

SECTION 5.

Any two (2) or more employees having the same date of appointment or promotion, the employee who placed higher on the eligibility list from which such appointment or promotion was made, shall have the higher rank seniority rating.

SECTION 6.

Each June 30th, during the life of this Agreement, a departmental and rank seniority list will be published and posted on the official department bulletin board.

ARTICLE 4

PROMOTIONS

SECTION 1.

The First Selectman and the Chief of Police may, from time to time, and shall, pursuant to this Article, cause competitive examinations to be held by an independent agency. The Personnel

Director reserves the right to make the final choice of agency after meeting with the Union Executive Committee. Each examination shall be open to only those persons who meet the minimum qualifications established in this Article for the rank/classification for which such examination is being conducted. Each candidate who meets such minimum requirements/qualifications shall be permitted to participate in all parts of the examination, provided he/she has attained a minimum grade of seventy percent (70%) in the written examination. Every reasonable effort shall be made to hold the oral examination within sixty (60) calendar days of receipt of the written scores. Service ratings or evaluations and seniority points as provided in this Article shall be a part of any such examination. All employees who receive a final total passing grade/score of seventy percent (70%) in an examination for a certain classification and/or rank shall be placed on the eligibility list for such rank/classification in the order of their final total grade/score in such examination. Such eligibility list shall be posted by the TOWN on the official departmental bulletin board showing each part of the examination.

SECTION 2.

- A) The following minimums in years of service and acquired rank in the Westport Police Department shall be required for eligibility for participation in an examination for promotion or permanent placement in the below listed rank classifications:

Detective
Desk Officer: Three (3) years of regular continuous active service immediately preceding the closing date of the application for such promotional examination. The eligibility list for this position shall be in effect for a period of eighteen (18) months and such duration period shall commence in accordance with the provisions specified in this Article.

Sergeant: Five (5) years of regular continuous active service immediately preceding the closing date of the application for such promotional examination.

- B) Sergeants who have served in that capacity for least six (6) months and who have completed seven (7) years of regular continuous active service in the Westport Police Department immediately preceding the closing date of the application for such promotional examination shall be eligible to participate in an examination for the rank of Lieutenant.

SECTION 3.

Seniority points shall be given in all aforesaid examinations by adding to the final grade of each candidate one quarter (1/4) point, up to a maximum of five (5) points, for each year of continuous service as a full-time police officer in the Westport Police Department in his/her respective rank on the closing date of the application for such promotional examination. If a tie exists after a score is established for any such examination by totaling the score/grade of the written examination, the oral examination, service/performance rating, and seniority points, the higher rating shall be determined by the highest combination score/grade of the individual's written examination, oral examination grade and service/performance rating. The Chief of Police reserves the right, after discussion with the Executive Committee of the Union, to determine the weights to be assigned to each portion of the examination. Such weights shall be posted in advance of the examination and provided, however, that in the case of an examination for

Detective and Desk Officer, the nature of the examinations, whether written and/or oral, shall be determined by the Chief of Police after discussion with the Executive Committee of the Union.

SECTION 4.

Whenever a vacancy is created in a promotional position (Sergeant or Lieutenant) in the Westport Police Department, and an eligibility list established in accordance with this Article exists for the rank to which the position is allocated, the Chief of Police shall recommend to the First Selectman who shall appoint the person standing highest on such eligibility list to fill such vacancy within thirty (30) days of the date on which such vacancy is created, except as provided in Article 3, Section 4.

SECTION 5.

In any case where a vacancy occurs and the eligibility list has less than thirty (30) days to its expiration, then the person standing highest on such list shall be recommended and appointed forthwith, or in the case of the absence of the Chief of Police and/or First Selectman at the time of the vacancy, at the earliest convenient date.

SECTION 6.

Whenever a vacancy is created in a promotional position, (Sergeant or Lieutenant), in the Westport Police Department, and an eligibility list does not exist for that rank, the Chief of Police shall initiate steps within fifteen (15) days of the date on which such vacancy was created for a competitive examination to be held in accordance with the provisions of this Article for the purpose of establishing an eligibility list for that rank. After an eligibility list is established for such rank, the First Selectman shall appoint the person standing highest on such eligibility list to fill such vacancy within thirty (30) days of the date on which the last appeal from the results of such examination is processed and determined. If no appeal has been filed from such results within said thirty (30) days, the First Selectman shall make the appropriate appointment within such thirty (30) day period or as outlined in Section 5 above.

Except as otherwise provided in this Agreement, an eligibility list created pursuant to this section shall be valid for two (2) years commencing with the date of the first appointment made from such list.

The provisions of this Article also shall apply to developing eligibility lists for Detectives and Desk Officers, except that these shall be valid for eighteen (18) months commencing with the date of first appointment from the particular list. The Chief of Police will make the assignments from the top person on these lists.

SECTION 7.

All regular assignments as Detective and/or Desk Officer shall be made from an eligibility list as provided in this Article. Any employee so assigned may be reassigned at the discretion of the Chief of Police and such assignment shall not be considered as permanent placement.

SECTION 8.

This Article shall not void any eligibility lists that are valid or active upon the execution or imposition date of this Agreement.

SECTION 9.

In all other respects, promotions and/or placements shall be subject to the rules and regulations as promulgated from time to time by the Chief of Police.

ARTICLE 5
TRAINING-DETECTIVE BUREAU**SECTION 1.**

The Chief of Police may assign one (1) patrolman/patrolwomen to the Detective Bureau for a period not to exceed one (1) year for training purposes. No such officer shall be entitled to additional compensation, during such period, nor shall he/she be assigned for more than one (1) training period.

ARTICLE 6
NON-DISCRIMINATION**SECTION 1.**

It is the policy of the TOWN and the UNION that there shall be no discrimination because of race, creed, color, age, sex or national origin in the hiring of employees and the provisions of the Agreement shall be applied to all employees covered by it without regard to race, creed, color, age, sex or national origin.

ARTICLE 7
DISCIPLINARY ACTION**SECTION 1.**

If action is taken by the First Selectman to remove an employee, other than a probationary patrolman/patrolwomen as provided by Chapter 3, Section 5, of the Westport Town Charter, and in the judgment of the employee this action is taken without just cause, he/she, within thirty (30) days after, such action is taken, may ask the First Selectman to meet with the Union's Grievance Committee for the purpose of resolving the dispute. If the employee fails to initiate such request within the said thirty (30) days, the dismissal shall be final and binding. If no agreement is reached between the First Selectman, and the UNION with respect to the action of the First Selectman, the UNION may, not later than (10) days after receipt of the written determination by the First Selectman, submit a request for arbitration, in writing, to the Connecticut State Board of Mediation and Arbitration. The TOWN may at its option elect to have the grievance heard by the American Arbitration Association provided that the TOWN pays the cost of the arbitrator and the American Arbitration Association fee. The decision of the Board/Arbitrator shall be final and binding on all parties.

SECTION 2.

Nothing contained herein shall prevent any employee from representing himself/herself in these appeal proceedings before the First Selectman.

SECTION 3.

An employee who is called to the Office of, a Deputy Chief, Chief of Police, or First Selectman or his/her respective designee for disciplinary action, other than dismissal, may request the presence of the Local Union President and his/her designated alternate for further conference within three (3) days with a Deputy Chief, Chief of Police, or First Selectman and thereafter may use the grievance procedures. If the employee does not request same, it shall not constitute a waiver of the employee's rights under Article 8.

ARTICLE 8

GRIEVANCE PROCEDURES

SECTION 1.

Should any employee or group of employees feel aggrieved by any conditions of employment, adjustments shall be sought as follows:

STEP 1.

The UNION shall submit the grievance in writing to the Chief of Police, setting forth the nature of the grievance. Within three (3) days after the Chief of Police receives the grievance, he/she shall meet with the representatives of the UNION for the purposes of adjusting or resolving the grievance.

STEP 2.

If the grievance is not resolved by the Chief of Police to the satisfaction of the UNION within five (5) days after such meeting, the UNION may present such grievance in writing within seven (7) days thereafter, to the First Selectman. Within seven (7) days after the First Selectman receives such grievance, he/she shall meet with the representative of the UNION for the purpose of adjusting or resolving the grievance.

STEP 3.

If the grievance is not resolved by the First Selectman to the satisfaction of the UNION within five (5) days after such meeting, the UNION may within ten (10) days thereafter submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. The TOWN may at its option elect to have the grievance heard by the American Arbitration Association provided that the TOWN pays the cost of the arbitrator and the American Arbitration Association fee.

The parties agree that any and all disputes concerning the arbitrability, application or interpretation of a specific provision of the Agreement shall be committed solely and exclusively to the arbitrator named herein for final and binding decision. The decision of such Board/Arbitrator shall be final and binding on all parties.

SECTION 2.

Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself.

SECTION 3.

The arbitrator shall not have authority to change, modify, or amend this Agreement.

SECTION 4.

If an aggrieved employee or group of employees fail to file a grievance under this section within sixty (60) days of the occurrence leading to the grievance, then such grievance shall be deemed waived, all other rights hereunder shall be considered waived, and neither the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association shall have no jurisdiction in the matter.

SECTION 5.

Time limits prescribed in this Article may be extended by mutual agreement in writing by both parties; and it is further agreed that neither party shall unreasonably withhold agreement to extend any time limits as requested by the other party.

ARTICLE 9**PAYROLL DEDUCTION OF UNION DUES, FEES AND ASSESSMENTS****SECTION 1.**

The TOWN agrees to deduct from the earned wages of each employee UNION dues or service fees as determined by the UNION and remit same to the UNION Treasurer, provided however, that no such deduction shall be made on behalf of any employee without the written authorization on an appropriate form submitted in advance by the employee. Such remittance to the UNION Treasurer shall be made no later than the 10th day of the month following the month in which the deduction was made.

SECTION 2.

All employees covered by this Agreement and those who are not members of the UNION but covered by this Agreement, as a condition of employment, shall either join the UNION as a dues paying member or pay a service fee to be payroll deducted and remitted to the UNION Treasurer by the TOWN or paid monthly by the employee directly to the UNION Treasurer.

SECTION 3.

Any newly hired employee, covered by the terms of this Agreement, as a condition of employment, shall, after completion of his/her eighteen (18) month probationary period, either join the UNION as a dues paying member or pay a service fee to be payroll deducted and remitted to the UNION Treasurer each such pay date by the TOWN or paid monthly by the employee directly to the UNION Treasurer.

SECTION 4.

The UNION agrees to indemnify and hold harmless the TOWN for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the UNION shall have any claims against the TOWN for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the TOWN within thirty (30) days after the date such deductions were or should have been made.

ARTICLE 10 **PAID HOLIDAYS**

SECTION 1. NUMBER OF HOLIDAYS

Each employee shall be paid for the thirteen (13) paid holidays per fiscal year:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Veteran's Day (State)
Good Friday	Columbus Day
Christmas Eve	Thanksgiving Day
Christmas Day	

SECTION 2. PAY

Holiday pay shall be computed by multiplying each employee's regular straight-time hourly rate by eight (8) hours. (See Article 24, Section 1).

SECTION 3. DISTRIBUTION OF HOLIDAY PAY

Holiday pay shall be distributed on the payroll day immediately preceding the following dates:

December 1, (each fiscal year).....	Seven (7) Holidays
June 1, (each fiscal year).....	Six (6) Holidays,

SECTION 4. ADDITIONAL HOLIDAYS

If any other TOWN bargaining unit, except Board of Education employees, receives an additional holiday beyond those permitted in their Agreements, then the members of the Westport Police Department shall be paid for an additional holiday.

ARTICLE 11 **VACATIONS**

SECTION 1. LESS THAN ONE FULL YEAR OF SERVICE

If an employee has less than one full year of employment prior to the close of the fiscal year, he/she shall be credited with earned vacation time, which may be scheduled upon completion of twelve (12) months of service as follows:

(number of full months of service prior to July 1 divided by 12 x 10 days)

SECTION 2. AFTER ONE (1) FULL YEAR OF SERVICE

In each fiscal year, each employee who has completed one (1) full year of service shall receive ten (10) working days of vacation leave with pay.

A. Effective 7/1/99 employees shall earn vacation according to the following schedule:

Years Completed Service As of July 1 st	Earned Vacation (Working Days)
1	10
2	10
3	11
4	12
5	13
6	14
7	15
8	16
9	17
10	18
11	19
12	20
13	21
14	22
15	23
16	24
17 & thereafter	25

SECTION 3. WHEN VACATIONS ARE TAKEN

Vacation leave shall be taken in the fiscal year following the year in which it was earned, except that special permission may be granted to any employee by the Chief of Police, to carry over unused vacation leave from one year to the following year. Officers may trade up to one-third (1/3) of their accrued but unused vacation days (rounded up to full days) at the rate of two (2) vacation days for one (1) day of pay.

SECTION 4. AT TERMINATION

An employee shall be entitled to earned vacation pay if the employee resigns or retires and shall receive one (1) days' vacation pay for each day of such leave. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her spouse shall receive the vacation pay due the employee on the same basis as the employee would have been entitled in the case of retirement or resignation. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

SECTION 5.

Subject to the requirements of the service and with the prior approval of his/her Deputy Chief or in his/her absence the Shift Commander, an employee may take unused vacation time earned in the prior year in units of one or more days.

ARTICLE 12 SICK LEAVE

SECTION 1. ENTITLEMENT

Each present employee shall be entitled to any unused sick leave accumulated under any previous agreement and shall continue to accumulate sick leave as provided in this Article.

SECTION 2.

Each employee shall be entitled to sick leave days with pay, less Workers' Compensation, as follows:

Years of Service	Working Days @ Full Pay	Working Days @ ½ pay
0 to 2 years	24	24

After completion of two (2) years an employee shall be entitled to accumulate sick leave at the rate of one (1) day per month and shall be entitled to additional days at half (1/2) pay as would total ninety (90) days altogether.

SECTION 3.

Such half (½) days shall not be cumulative or be used for early retirement purposes.

SECTION 4. EXTENSIONS

The First Selectman, for reasonable cause may extend any of the above for not more than sixty (60) days if the employee is unable to return to work because of sickness or disability upon expiration of his/her sick leave.

SECTION 5. SICK LEAVE WITHOUT PAY

If an employee uses all of his/her sick leave and any extension, and he/she is not eligible to be placed on pension, he/she will be placed on sick leave without pay to a maximum time of one (1) year. He/she will be reinstated, if he/she is able to return to work before this leave terminates, without loss of rank, seniority, rights or any privileges.

SECTION 6.

If an illness within the employee's household should make it necessary for that employee to be absent from duty, such employee shall be granted leave with pay for this purpose for a period not to exceed one (1) work day for any one illness, and such time off shall be charged against such employee's sick leave. Leave for this purpose as herein described may be extended by the Chief of Police except that such extended leave also shall be charged against such employee's sick leave.

ARTICLE 13 INJURY LEAVE

SECTION 1. UP TO MAXIMUM RECOVERY

Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay, less Worker's Compensation, from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed one (1) year. If such employee is unable to return to duty, he/she shall be eligible for disability pension, under the Pension Plan, if qualified.

SECTION 2. MEDICAL EXPENSES

During such injury leave, the TOWN shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by Workers' Compensation Liability Insurance, or other payments for each employee who is injured or disabled in the performance of duty.

SECTION 3. HYPERTENSION OR HEART DISEASE

Any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be governed by Section 7-433(c) of the Connecticut General Statutes.

ARTICLE 14
FUNERAL LEAVE**SECTION 1. DEATH IN IMMEDIATE FAMILY**

Each employee shall be granted leave with pay in the event of death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be less than three (3) days commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following.

Mother, Father, Mother-in-law, Father-in-law, Sister, Brother, Sister-in-law, Brother-in-law, Spouse, Child, Grandparents, Grandchildren. and any relation of an employee in residence with such employee.

SECTION 2. DEATH OF OTHER RELATIVES

Each employee shall be granted leave with pay for one (1) day, in the event of a death of any other close relative not mentioned in Section 1 of this Article, such as Aunt or Uncle.

ARTICLE 15
ADDITIONAL BENEFITS TO AN ESTATE**SECTION 1. DEATH BENEFITS**

In addition to any vacation pay to which a spouse may be entitled under Section 4 of Article 11, he/she shall receive the next four (4) weeks of pay otherwise due to such employee. If there is no surviving spouse, this benefit shall be paid to the estate of the employee.

ARTICLE 16
MILITARY LEAVE**SECTION 1.**

An employee shall be granted leave of absence without pay if drafted for military service, or if he/she enlists for military service during periods of national emergency. Such employee shall be reinstated upon his/her request to the position or its equivalent which he/she held at the time such leave was granted without loss of seniority, rights or privileges, provided that such request is made within three (3) months of the date he/she is separated from military service and provided

he/she receives an honorable discharge.

SECTION 2. RESERVE TRAINING PROGRAM

An employee who serves in the Armed Forces Reserve Training Program shall be granted leave for this purpose to a maximum of thirty (30) days per year. For the period of this leave, the employee shall be paid his regular salary (base pay plus college credits) less any military pay received.

ARTICLE 17 **NO STRIKE**

The UNION and its member employees covered by this Agreement agree that it and/or they will not strike and the TOWN agrees that it will not lock out any of the employees covered by this Agreement.

ARTICLE 18 **UNION BUSINESS LEAVE**

SECTION 1.

- (a) Each member of the five (5) member negotiating Committee who is scheduled for duty on any day of scheduled negotiations between the Town and the Union, shall be excused from duty with full pay for that day, for a total of five (5) scheduled negotiating days each.
- (b) The five (5) members of the UNION negotiating committee shall be granted leave from duty with full pay for all meetings between the TOWN and the UNION when such meetings take place at a time during which such members are scheduled to be on duty. The five (5) members of the UNION Grievance Committee shall be granted leave from duty with pay for all meetings taking place at a time during which such members are scheduled to be on duty.
- (c) The President, Vice-President and Secretary-Treasurer shall be granted leave from duty with pay for all meetings of the UNION, providing such leave shall not exceed three (3) hours per meeting, when such UNION meeting shall take place at a time such members are scheduled to be on duty.
- (d) Officers of the UNION, as may be designated by the UNION shall be granted leave from duty, with full pay, for UNION business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit, for purposes set forth in this section, shall not exceed an aggregate of ten (10) working days in any fiscal year.

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1. LEAVE OF ABSENCE WITHOUT PAY

Upon the recommendation of the Police Chief, the First Selectman may grant leave of absence without pay for a period not to exceed one (1) year to any employee who requests such leave for personal reasons. Upon the expiration of such leave of absence, or earlier if so requested by such employee, he/she shall be reinstated in the position which he/she held at the time leave was granted. It is understood that during leave the employee may retain all insurance benefits only at his/her expense and that during such leave there will be no additional accrual of sick leave or vacation.

ARTICLE 20
IN-SERVICE TRAINING

SECTION 1.

Each employee shall be entitled to eight (8) working days off in each fiscal year as compensation for performing the work outside normal work hours as follows:

Two (2) days off for starting shift @ 5 minutes of the hour
Thirty-six (36) hours of training annually
Four (4) hours off for marching in the Memorial Day Parade
1 day off for participation in the Fireworks Detail

ARTICLE 21
PROTECTION FOR EMPLOYEES WHEN NOT ON REGULAR TOUR OF DUTY

SECTION 1.

The TOWN agrees to assume liability for personal injuries and damage to the personal property of an employee which occurs while the employee is engaged in police work other than during the normal hours of duty, provided the TOWN shall not be liable for such damage or injury if caused by willful negligence on the part of such employee.

ARTICLE 22
UNIFORMS AND EQUIPMENT

SECTION 1.

The TOWN, at its expense, shall continue to furnish each permanent employee necessary uniforms and equipment at the time of his/her employment.

SECTION 2.

The TOWN shall allow a maximum of Eight Hundred and Twenty-Five Dollars (\$825) for each uniformed employee and Eight Hundred and Fifty Dollars (\$850) for each employee required to wear civilian clothes on duty to be used for clothing purchases and upkeep.

The employee will be reimbursed by the TOWN for any items of clothing or personal property damaged in the line of duty subject to approval on an individual basis by a committee consisting of the Chief of Police, the First Selectman and the President of the UNION provided that the TOWN will only be responsible for a total of \$250 for any jewelry an officer might be wearing on duty. This includes a watch.

ARTICLE 23 **WORK WEEK**

SECTION 1.

The normal workweek and work schedule of each employee shall be in accordance with Schedule A, except, however, as provided in Section 2 below. The Chief of Police may assign employees to different work schedules, in which case they shall not be required to work a greater average number of hours per week, on an annual basis, than those on the foregoing schedule without overtime compensation or compensatory time off at the discretion of the Chief.

SECTION 2.

Designated personnel regularly scheduled Monday through Friday or Tuesday through Saturday (except Marine Division) shall be scheduled on the basis of eight (8) hours per day, five (5) days per week, forty (40) hours, with two (2) consecutive days off each week during the year. Such designated personnel, without loss of pay, shall not be scheduled to work on the holidays listed in Article 10 of the Agreement subject, however, to the requirements of the service.

ARTICLE 24 **OVERTIME**

SECTION 1.

Except as otherwise specifically provided in this Agreement, an employee who works in excess of his/her total work hours normally scheduled during his/her scheduled work period (whether 5/2 or 5/3) starting with the first day after his/her last regularly scheduled day off, shall be paid for such additional hours at the rate of one and one-half (1 - 1/2) times his/her regular hourly rate of pay as computed by dividing the employee's base annual wage (including any additional increment and allowances for Master Officer, EMT, college credits, and weapons qualification) by 1950 hours. All overtime must have prior approval of the Deputy Chief or his/her designee.

SECTION 2.

In computing time to be paid at the rate of one and one-half (1 - 1/2) times an employee's regular hourly rate of pay, "swap" days, and reserve training leave days shall be excluded as "work days" for purposes of computing overtime at premium rates.

Overtime at premium rates shall not be paid for fixed traffic posts, private details, "swap" days, schools and/or conferences to which employees may be assigned from time to time. However, in computing premium overtime for work in excess of his/her total normally scheduled work hours in any scheduled work period, absence during said period for line of duty injury leave, sick leave, vacation, compensatory days, and training days shall be included as "work days."

SECTION 3.

All work during a major emergency, including but not limited to call back, shall be paid for at the regular hourly rate of pay. "Swap" days, for the convenience of employees and where approved by the Deputy Chief or his/her designee, shall not be included as work days for overtime purposes, nor shall they be paid for at premium rates.

SECTION 4.

When an employee is called back to work (call back), except at the beginning of his/her normal tour of duty, he/she shall be entitled to be paid for a minimum of four (4) hours at time and one-half (1 - 1/2) rate of pay for that scheduled work period. In the event the employee elects to take compensatory time off, in lieu of pay for such call back, the compensatory time off shall be computed at time and one-half (1 - 1/2).

SECTION 5.

Employees required to attend court during off duty time in connection with his/her duties as a police officer will be paid a minimum of four (4) hours at one and one-half (1 - 1/2) times his/her regular hourly rate of pay, except that if he/she is required to remain in court beyond the four (4) hours, he/she shall be paid a total of eight (8) hours at his/her regular hourly rate of pay for all hours spent in court that day. In the event the employee receives any compensation for such court appearance from the State of Connecticut or elsewhere, such sums will be paid over to the TOWN OF WESTPORT or be deducted from his/her compensation for such court appearance.

SECTION 6.

- a) No Special or other employee shall be used in lieu of a regular police officer for departmental overtime Beach Patrol, or any other Police function until such overtime first has been offered to all available regular Police Officers. Availability shall be limited to those regular police officers who have signed a work preference list. When additional personnel are required for regular police work, the Chief may reschedule regular personnel from other shifts or offer such work as provided for overtime in this Subsection (a). It is agreed that Traffic Agents may be used by the TOWN for supplemental traffic details to assist patrol functions, and they shall be authorized to issue parking tickets during the course of these traffic details.
- b) Officers voluntarily working the following details on overtime (as well as the details set forth in sub-section(c) below) shall receive, at the employees' option, either straight time pay or compensatory time off at straight time.
 - 1) Replacement, at the Chiefs discretion, of officers authorized by the Chief or his designee to attend schools, training sessions, or seminars, when such attendance involves only a portion of the officer's regularly scheduled shift.
 - 2) All testing for the Master -Officer program and/or replacement of officers participating in the testing program.
 - 3) Replacement of officers taking accumulated time.

- c) The TOWN may assign a Special in lieu of a Regular police officer in the Marine Division, provided that:
 - 1) At least two (2) Regular Officers are assigned full time to the Division during the season; and
 - 2) Regular Officers, other than the two (2) assigned as above, shall have the right of first refusal to work the Marine division at straight time.
- d) Nothing herein shall be interpreted to require minimum manning.

ARTICLE 25 INSURANCE

SECTION 1.

For each regular full time employee, the TOWN shall provide and pay for the following insurance or health and medical plans:

- a) Effective upon ratification, Blue Cross Century Preferred Plan for an employee plus eligible dependents with:
 - 1. \$15 Co-Pay per Office Visit for Medical Care
 - 2. \$00 Co-Pay per Office Visit for Preventative Care According to Schedule
 - 3. \$200 Co-Pay per Hospital Admission
 - 4. \$100 Co-Pay for Out Patient Surgery
 - 5. \$100 Co-Pay per Admission for Emergency Room, \$50 for Urgent Care
 - 6. \$200/\$400/\$500 deductibles
 - 7. 80/20 co-insurance to \$3,500/\$7,000/\$8,750; 100% thereafter per calendar year, with restoration as currently provided in said policy.
- b) Prescription Drug Plan (commercial version) with Specialty Pharmacy only for Blue Cross Century Preferred participants and their dependents.

The co-pays for the Prescription Drug Plan will be as follows:

	30 Day Retail	60 Day Mail Order
Generic	\$5.00	\$10.00
Formulary	\$15.00	\$30.00
Non-Formulary	\$30.00	\$60.00

Note: Formulary drugs are defined from time to time by the Provider.

In lieu of the medical insurance in a) above, an employee may elect coverage for himself/herself

and dependents under the Lumenos High Deductible (\$2,000 individual/\$4,000 two person and family 50% funded by Town) HSA Plan. During the term of the Agreement, the Town agrees to fully fund its portion of the deductible on the HSA in July of each year. Any employee who leaves the employ of the Town shall reimburse the Town for the portion of the deductible funded by the Town based upon a percentage equal to the number of months the employee was in the plan. Effective July 1, 2013, the HSA plan shall be the base plan offered to employees. Employees who opt to remain in the PPO shall pay the cost of the difference between the net cost of the HSA (cost less applicable employee premium cost share) and the cost of the PPO, e.g., in 2013-14 if cost for HSA is \$10,000.00 and cost for the PPO is \$12,000.00, the buy up for the PPO would be \$2,900.00.

- c) Blue Cross Flexible Dental Plan shall be provided for the individual employee and dependents.
- d) An Accidental Death Policy of \$2,000 for each employee payable to the beneficiary designated by the employee.
- e) False arrest liability insurance in the amount of:

\$10,000 each act.

\$25,000 each occurrence.

\$50,000 aggregate limit of liability.

The TOWN may change insurance carriers to provide benefits, which are comparable to, and not less than the benefits provided in the above insurance coverage, except that any such change will only be done after meeting with the Executive Board of the Union for agreement on the overall comparability of the plans. Any dispute as to comparability shall be decided by expedited arbitration.

SECTION 2.

If an employee proves that he/she is paying for similar coverage for hospital service and medical service, as set forth in Section 1, at his/her option, the TOWN shall disburse to him/her the amount set forth in the Memorandum of Understanding dated August 26, 2016 and attached as Schedule E; and the TOWN shall be relieved of its responsibilities to provide such coverage.

SECTION 3.

The TOWN shall provide and pay for a Group Life Insurance Policy for each employee equal to that employee's salary up to \$50,000. If an employee proves that he/she is paying for similar coverage for group life insurance as set forth in this Section, at his/her option, the TOWN shall disburse to him/her the amount it would pay for the premium for the aforesaid policy, and the TOWN shall be relieved of its responsibilities to provide such coverage.

SECTION 4.

At TOWN expense, all employees shall be required to take an annual physical examination, which shall include a chest x-ray, cardiogram, and blood test. Such physical examination shall be given by a physician or physicians designated by the TOWN who, upon the completion of each

such examination, shall certify to the Chief as to the individual fitness of each officer for continued police duty. If an officer is not certified by the physician for police duty, then said officer shall complete the necessary forms for the physician to release the full medical report of that individual officer to the Chief of Police for his/her consideration as to appropriate action.

SECTION 5.

Except as specifically provided in the "Police Pension Fund of the Town of Westport," the TOWN shall permit retired members, at their own expense, to continue group coverage under the TOWN'S health insurance plans available to retirees, unless such retired member is otherwise employed where similar benefits are available.

SECTION 6.

The health and medical as herein specified provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in an amount equal to a percentage of the premium cost as defined in this Section for the health and medical coverage (including Health Net, Blue Cross Blue Shield Century Preferred, BC/BS Dental Plans, Express Scripts Prescription Drug Plan; as follows:

<u>Effective date</u>	<u>Percentage of premium cost</u>
PPO:	
Upon Ratification:	13%
7/1/2013: Buy up basis calculated based on HSA premium	
HDHP/HSA:	
7/1/2016	10%
1/1/2017 (retroactive to January 1, 2017)	11%
7/1/2017	12%
7/1/2018	13%
7/1/2019	14%

For purposes of this Section (and wherever applicable elsewhere in this Agreement), premium cost shall be defined as either the actual premium cost paid by the TOWN for such Coverage, or if the TOWN does not pay an actual premium, the cost the allocation rate as developed by an independent third party administrator annually for the purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA).

ARTICLE 26 WAGES

SECTION 1.

Schedule B contains the pay scales for the period of July 1, 2016 to June 30, 2020.

SECTION 2.

Half steps will be adjusted on new hires or promotions as follows: An employee hired or promoted prior to December 31st shall receive a full step in the salary schedule on the following July 1st and an employee hired or promoted after December 31st shall receive one-half step on the next following July 1, but in no case shall such increase exceed the top step.

SECTION 3.

An employee assigned as a Desk Officer shall receive an additional increment of 7.5% of his/her base salary.

An employee assigned to the Detective Bureau shall receive an additional increment of seven and one-half percent (7.5%) of base pay.

SECTION 4.

A Sergeant shall move from Step 1 to Step 2 of the pay scale for Sergeants upon completion of two (2) full years in the rank. Acting Sergeants shall be paid at Step 1 of the Sergeant's pay scale. A Sergeant acting as Shift Commander shall receive one (1) hour compensatory time for each full day worked in that capacity.

SECTION 5.

Whenever an employee is required to work in a higher rated classification (as an Acting Desk Officer or Acting Detective) such employee shall be paid the difference between his/her regular pay and the next higher step in his/her classification; or if the employee is at maximum, he/she shall receive an increment on his/her scale equivalent to seven and one-half (7.5%) either in pay or in compensatory time off, at the option of the employee. In the event the employee exceeds thirty (30) days in the higher classification, he or she is mandated to accept the seven and one-half (7.5%) in pay. There shall be no compounding of increments above 7.5%.

SECTION 6.

Except as otherwise provided in this Agreement, advancement from one-step to another shall be in accordance with Section 2, of this Article.

SECTION 7. SHIFT DIFFERENTIAL

An Employee who works between the hours of 1500 hours and 2300 hours shall receive an additional six (6%) of his/her base salary for each hour worked.

An Employee who works between the hours of 2300 hours and 0700 hours shall receive an additional eight (8%) of his/her base salary for each hour worked.

SECTION 8.

Any employee assigned by the Chief of Police to a school or course which requires attendance on his/her day off, or for period greater than his/her normal working hours, shall be paid at his/her straight time rate for such day off, or for the time in excess of such working hours during which he/she attends such school or course, or shall be given compensatory time off. In those cases, where the assignment requires him/her to be away for one or more nights, he/she shall only be paid at his/her straight time rate or given compensatory time off for no more than eight (8) hours per day.

SECTION 9.

Employees hired prior to 7/1/07 having satisfactory completion of 30 course credits from an accredited college: the Annual rate of \$300.

Employees hired prior to 7/1/07 having satisfactory completion of 60 course credits from an accredited college: the Annual rate of \$500.

Employees hired on or after 7/1/07 having an Associate's Degree from an accredited college: the Annual rate of \$500.

Employees hired prior to 7/1/07 having satisfactory completion of 90 course credits from an accredited college: the Annual rate of \$700.

Bachelor's Degree from an accredited college: the Annual rate of \$1,000.

SECTION 10.

All salaries set forth in this Article are annual rates. The annual rate of pay of each employee and whatever additional pay to which he/she is entitled shall be divided into twenty-four (24) payments which are as nearly equal as possible, and shall be paid to such employee on the 15th and the last day of every month, or the legal full banking day prior to the 15th or last day of the month, should those dates fall on a weekend or a holiday. Pay shall be made via direct deposit and shall be available at 12:01 A.M. on each pay day.

ARTICLE 27 MASTER OFFICER

SECTION 1. ELIGIBILITY

Upon RTM approval, the Master Officer Program will be available to all regular members of the Westport Police Department who have completed the probationary period for new appointments to the Police Department as provided in Article 2, Section 1.

SECTION 2. COMPENSATION

Any officer who qualifies for this program will receive a separate check, by way of a lump- sum payment of the amount earned, depending on his/her individual performance, as provided in the program. Such amount shall be paid on the first pay period of July. Payment for this program will be for qualification during the previous fiscal year.

SECTION 3. PROGRAM SPECIFICS

"Schedule C" contains the specifics of the Master Officer Program, with the following provisions for years of service:

- a) An officer who will complete his/her probationary period at some time during a fiscal year ending June 30th will be eligible to participate during that fiscal year and will receive the appropriate payment in the next following July.
- b) An employee whose anniversary date is July 1 shall be assumed to have

completed a full year of service on the June 30th immediately prior to that July 1.

ARTICLE 28
EMERGENCY MEDICAL TECHNICIANS

The TOWN agrees to pay all employees certified as Emergency Medical Technicians, in addition to all other wages and benefits, a flat sum of eight hundred dollars (\$800.00) per year upon certification (or re-certification) and for as long as such certification is maintained. Payment shall be made in the first pay period of July of each fiscal year to all employees who are certified EMTs on July 1 of that year. An employee submitting proof of certification or re-certification during a fiscal year will be paid in the following July.

ARTICLE 29
PENSION PLAN

It is understood and agreed that all provisions of the Pension Agreement dated February 3, 1972 and as amended known as "Police Pension Fund of the Town of Westport" are incorporated herein and are made a part hereof as though fully set forth herein. Any question concerning eligibility or computation of the benefits shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 30
GENERAL PROVISIONS

SECTION 1.

Effective upon RTM approval; each employee who qualifies in the use of all the various weapons required by the policemen/policewomen in the TOWN OF WESTPORT shall receive the amount of Eighty (\$80.00) Dollars per month. Standards for such qualifications shall be set up by the Chief after discussion with an appropriate committee to be appointed by the President of the UNION.

SECTION 2.

The specifications of days in this Agreement shall mean calendar days, unless otherwise indicated.

SECTION 3.

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

SECTION 4.

Maternity leave shall be granted in accordance with state statutes.

SECTION 5.

An employee, with the prior approval of the Chief or his designee, shall be entitled to three (3) personal leave days in each fiscal year for personal business.

SECTION 6.

The TOWN may civilianize the job function of dispatcher provided that at least one (1) Desk Officer is assigned per shift and provided further that in the event a civilian dispatcher is absent and no civilian dispatcher replacement in the Police Department is available then a Desk Certified Officer may be assigned as a replacement. The UNION will withdraw MPP-23,728 with prejudice.

SECTION 7.

Full Time, Sworn Police Officers with the Westport Police Department shall reside within 35 miles of the border of the Town.

SECTION 8.

There shall be no body piercing visible other than one earring in each lobe for female officers, those earrings shall be stud type, no hanging or hoop style earrings are permitted. Male officers will not wear any earrings at all; they may have a pierced ear, but will not wear any type of earring in the piercing while on duty.

SECTION 9.

The TOWN and the UNION have agreed on a Drug Testing Policy effective 07/01/08, which is incorporated by reference in this Agreement.

ARTICLE 31
DURATION

The provisions of this Agreement shall continue in full force and effect without reopening or change of any kind to June 30, 2020. Either party may demand negotiations for a new Agreement on at least six (6) months written notice prior to June 30, 2020 and the parties shall meet within thirty (30) days of receipt of such request for negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ____ day of _____, 2017.

THE TOWN OF WESTPORT:

WESTPORT POLICE LOCAL #2080
COUNCIL 4, AFSCME, AFL-CIO

By: _____
James S. Marpe
First Selectman

By: _____
Howard Simpson
President, Local #2080

The above is a true and attest copy of the Collective Bargaining Agreement between the TOWN OF WESTPORT and WESTPORT POLICE LOCAL #2080, COUNCIL #4, AFSCME, AFL-CIO.

{00989512.DOCX Ver. 1}

SCHEDULE A
WORK SCHEDULE

FOR THE
5/2 - - 5/3 WORK PERIOD ROTATION

ON FILE IN THE CHIEF'S OFFICE

SCHEDULE B
SALARY SCALES
ANNUAL SALARY EFFECTIVE JULY 1

Patrolman/ Patrolwoma		1	2	3	4	5	6	7
FY 16/17 (retroactive to July 1, 2016)	2.50%		\$59,348	\$62,319	\$67,503	\$72,716	\$77,895	\$83,081
FY 17/18	2.25%		\$60,683	\$63,721	\$69,022	\$74,352	\$79,648	\$84,951
FY 18/19	2.50%		\$62,200	\$65,314	\$70,748	\$76,210	\$81,639	\$87,074
FY 19/20	2.50%		\$63,755	\$66,947	\$72,517	\$78,116	\$83,680	\$89,251

Sergeant		1	2
FY 16/17 (retroactive to July 1, 2016)	2.50%	\$95,546	\$100,322
FY 17/18	2.25%	\$97,696	\$102,579
FY 18/19	2.50%	\$100,139	\$105,144
FY 19/20	2.50%	\$102,642	\$107,772

SCHEDULE C
MASTER OFFICER PROGRAM

ELIGIBILITY The revised Master Officer Program will be available to all regular members of the Westport Police Department who have completed the probationary period for new appointments to the Police Department as provided in Article 2, Section 1.

COMPONENTS & WEIGHTS

The program will entail four (4) areas of assessment.

1.	Police Policy & Training Testing	\$ 400
2.	Sick Leave/Attendance	\$1600
3.	Structural Fitness Program	\$1400
4.	Technical & Community Service	\$ 400

In the event a Master Officer participant has received a suspension in that year, \$100 shall be deducted from the total amount earned in the program for each suspension period.

ASSESSMENT COMMITTEE

The Master Officer Program will be overseen by an Assessment Committee comprised of a Program Director, a Lieutenant, and two (2) UNION members. The Chief of Police will appoint the Program Director and the Lieutenant, while the Executive Committee of the UNION will appoint two (2) of its members to the Assessment Committee. The Assessment Committee will oversee and coordinate the content, scheduling and administration of all phases of the program and to rule on questions of clarity, including the validation of Technical services to the department and services to the community.

The Committee's interpretation and application of Article 27 shall be final except where there is a tie vote and then the Chief shall make the final decision.

SPECIFICS CONCERNING COMPONENTS & WEIGHTS

1. POLICE POLICY & TRAINING TESTING - \$400 Maximum

A written exam will be given once a year and will be comprised of questions taken from any training provided by the department as well as departmental policies and procedures.

90%-100% = \$400
 75%-89% = score % of \$400
 (I.e., 78% = .78 x \$400=\$312)

2. SICK LEAVE/ATTENDANCE - \$1600 Maximum

The Officers sick leave usage will be examined for the previous (participation) year and the table below will be utilized to identify an appropriate amount for this category. (A "Sick Instance" will mean one continuous sick leave absence from duty, i.e., one day, one week, one month and three days, etc. A Line of Duty Leave will not be counted as a Sick Instance.)

<u>Sick Instance</u>	<u>Bonus Amount (this section)</u>
0	\$1600
1	\$1000
2	\$ 800
3	\$ 600
4	\$ 400
5	\$ 200
6 or more	\$ -0-

3. STRUCTURAL FITNESS PROGRAM- \$1400 Maximum

Officers will be tested in five areas for physical fitness as listed below. Each area has assigned to it the maximum possible amount available as part of the total possible \$1400 maximum to be earned for this entire category.

A)	300 meter run	\$400
B)	Pushups/Bench Press	\$350
C)	Sit-ups	\$350
D)	Non-Smoking	\$200
E)	Cholesterol Count	\$100

A) 300 meter run

300 meter run

Amount	<30 Years Male/Female	30-39 Male/Female	40-49 Male/Female	50+ Male/Female
\$400	59/71	59/79	72/94	83/NA
\$300	69/81	69/89	82/104	93/NA
\$200	79/91	79/99	92/114	103/NA

No money will be earned if the officer completes the run more than 20 seconds over the CHIP standards.

B) Push-ups (or Bench Press)

Amount	< 30 yrs (Male/Female)	30-39 yrs (Male/Female)	40-49 yrs (Male/Female)	50+ yrs (Male/Female)
\$20	26/14	22/10	18/6	14/2
\$40	28/16	24/12	20/8	16/4
\$60	30/18	26/14	22/10	18/6
\$80	32/20	28/16	24/12	20/8
\$100	34/22	30/18	26/14	22/10
\$120	36/24	32/20	28/16	24/12
\$140	38/26	34/22	30/18	26/14
\$160	40/28	36/24	32/20	28/16
\$180	42/30	38/26	34/22	30/18
\$350	44/32	40/28	36/24	32/20

Bench Press

On bench press machine, weight will be set at 67% of participant's body weight. Participant is to do as many continuous repetitions as possible until exhaustion. The charts below will be used to evaluate performance.

MALE – Age

Amount	<30	30-39	40-49	50+
\$50	6-8	5-7	4-6	3-5
\$100	9-11	8-10	7-9	6-8
\$150	12-16	11-15	10-14	9-13
\$200	>16	>15	>14	>13

FEMALE — Age

Amount	<30	30-39	40-49	50+
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\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

C) Sit-ups

Amount	<30 yrs Male & Female	30-39 yrs Male & Female	40-49 yrs Male & Female	50+ Years Male & Female
\$20	36	31	20	17
\$40	38	33	22	19
\$60	40	35	24	21
\$80	42	37	26	23
\$100	44	39	28	25
\$120	46	41	30	27
\$140	47	42	31	28
\$160	48	43	32	29
\$180	49	44	33	30
\$350	50	45	34	31

D) Cholesterol count

200 or less \$100

201— 210 \$ 90
 211— 220 \$ 80
 221 — 230 \$ 70
 231— 240 \$ 60
 over 240 \$ -0-

E) Non-Smoking

Non-Smoker \$200

4. TECHNICAL AND COMMUNITY SERVICE - \$400 Maximum

Personnel will be evaluated in the following areas to determine their individual commitment to serve the department and community. Each criterion has a value assigned to it.

Technical services to the department during the year under review \$250.

(Excluded are certifications for which an employee receives extra pay, or which are required for the position held.)

Examples of technical services would include some of the following:

Dive Team, Tactical Team, Intoxilyzer Certification, Police Service, Dog Handler,
 Accident Team Investigator.

Community support projects to the benefit of Westport and its citizens \$150. Request must be in writing to the Assessment Committee.

SCHEDULE D
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by the Town of Westport (the “Town”) and the Westport Police Local #2080, Council #4 AFSCME, AFL-CIO (the “Union”).

WHEREAS, the Board and Union are Parties to a collective bargaining agreement (“CBA”) that expires by its terms on June 30, 2016; and

WHEREAS, in the process of negotiating a successor CBA, the issue of selection of field training officers (FTO) was discussed and the qualification for said position; and

NOW THEREFORE, in the spirit of cooperation and in order to avoid arbitration, the Parties agree as follows:

1. Officers serving as Corporal as of the ratification date will continue as Corporals.
2. The Corporal position shall be open to any member of the Union with three (3) or more years of law enforcement experience with the Westport Police Department. Effective upon ratification of this Agreement, eligible officers may apply for a posted Corporal vacancy or vacancies. The posting shall be for 14 days. Applicants will be interviewed by the Chief. The Chief will appoint the applicant for Corporal in his discretion based upon Patrol Supervisor recommendations.
3. These Corporals shall assume FTO responsibilities.
4. Corporal pay shall be 2.5% higher than corresponding patrol officer rates.
5. There shall be a minimum of six (6) Corporals.
6. Corporals shall continue to work their chosen shift, regardless of the rank.
7. Corporals shall receive supervisor’s training and FTO training.
8. An absent Corporal need not be replaced by a Corporal; nor shall a patrolman filling in for a Corporal receive Corporal pay.
9. Corporals shall not be used as substitutes for Sergeants or Lieutenants.

TOWN OF WESTPORT

WESTPORT POLICE LOCAL
#2080, COUNCIL #4 AFSCME,
AFL-CIO

By _____
James Marpe
First Selectman

By: _____
Howard Simpson
President, Local #2080

SCHEDULE E

MEMORANDUM of UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and entered into this 26th day of August, 2016 by and between the TOWN OF WESTPORT (the "Town"), and LOCAL 2080 Council #4, AFSCME, AFL-CIO (the "Union").

RECITALS:

- A. Whereas, the "Union" has filed a grievance dated May 14, 2016 alleging the "Town" is in violation of Article 25, Section 2 of the current Collective Bargaining Agreement and that the "Town" disagrees,

NOW, THEREFORE, the Parties agree as follows:

1. The "Town" agrees to pay each police officer who is eligible and who declines health and prescription coverage and who is not covered by another "Town" sponsored plan an annual stipend for opting out of Single of Two Thousand Dollars (\$2,000), Single Plus One, Three Thousand Five Hundred (\$3,500) and for Family coverage, Five Thousand (\$5,000).
2. The stipend shall be taxable as ordinary income to the employee.
3. The employee must provide proof that he or she has coverage through a group plan.
4. The stipend will commence on July 1, 2016 will be paid one half on July 1 and one half on January 1. Should an employee terminate the "Town" retains the right to recover, on a pro-rata basis, the amount paid from any monies owed such as vacation pay.
5. The stipend will not be included for pension purposes or any other calculation such as vacation, holiday pay, sick or personal days.
6. The stipend will be payable to any current WPD employee who presently or in the future opts out of "Town" health and prescription coverage. Anyone hired after the dating and signing of this MOU will not be eligible to collect the stipend. However, this agreement does include any future employee(s) who, at the time of the signing of the MOU, currently have a conditional offer of employment from the police department.
7. The parties agree that this issue shall not be included in the current negotiations for a successor Collective Bargaining Agreement as an item for negotiation.


The "Union" agrees to withdraw said grievance with prejudice.

FOR THE TOWN OF WESTPORT:

By: 
Ralph M. Chetcuti
Personnel Director

8/24/16
DATE

FOR THE UNION:

By: 
Howard Simpson
President

LOCAL 2080 Council #4,
AFSCME, AFL-CIO

08/26/2016
DATE