

AGREEMENT
BETWEEN
THE TOWN OF WESTBROOK
AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION
WESTBROOK POLICE UNIT

JULY 1, 2020- JUNE 30, 2022

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PREAMBLE

This Agreement entered into by and between the Town of Westbrook (the Town and its designees shall hereinafter be referred to as the "Employer") and the United Public Service Employees Union, Westbrook Police Unit, hereinafter referred to as the Union. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union while at the same time recognizing the obligations of both parties to serve the public. Pursuant to reopener negotiations, this Agreement is hereby entered into this ___ day of February, 2021, by the Employer and the Union.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours and other conditions of employment. The scope of this agreement and the jurisdiction of the Union shall extend to all full time and part time constables employed by the Employer.

A full time officer shall be defined as an officer who is hired to work five (5) days or forty (40) hours per work week.

A part time officer shall be defined as an officer who is not hired to work five (5) days or forty (40) hours per work week.

ARTICLE II UNION SECURITY

Section 1. All present employees and all employees who are hired after the effective date of this Agreement who do not voluntarily join the Union shall pay to the Union each month during the life of this Agreement, or any extension thereof, a service charge in an amount equal to the regular Union dues and/or other applicable fees.

Section 2. The Employer agrees to deduct Union membership dues once each month from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer of the Union after such deductions are made once a month.

Section 3. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action or inaction taken by the Employer for the purpose of complying with the provisions of this article.

ARTICLE III **PROBATION**

Section 1. During the first 180 days of consecutive employment, new employees shall be considered probationary employees. Discipline of probationary employees shall not be covered by grievance and arbitration provisions of this Agreement.

The following shall apply to a Part Time Officer for the Town who becomes a Full Time Officer: the probationary period shall be ninety (90) days of consecutive full time employment. If the Officer fails the probationary period, the Officer may return to his/her status as a Part Time Officer. However, this section does not preclude the Town from terminating the Officer from his/her employment for just cause.

Section 2. The Employer shall be the sole judge of whether an individual has satisfactorily completed the probationary period or whether said individual shall be terminated during the probationary period. The Employer's decision in this regard shall not be subject to the grievance procedure.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 1. Unless expressly limited by a specific section of this Agreement or laws of the State of Connecticut, the right, authority, powers and responsibilities of the Employer as conferred by any general or special act of the legislature or any Employer ordinance or regulation of the Employer including but not limited to all control and direction over employees of the Employer as well as the complete operational management of all facilities, policies and procedures used, shall remain vested solely and exclusively in the Employer.

The Employer shall retain the full and exclusive right to determine:

a) the standard of quality, schedule of operation, classifications of jobs, assignments of work and methods, processes and levels of productivity, or introduce new or improved methods, facilities, services and to extend, limit or curtail the operations or the number of employees, unless expressly limited by the specific terms of this agreement or applicable law.

b) the type, care, maintenance and operation of equipment used for and on behalf of the purposes of the Employer.

c) the number and qualifications of employees required to perform the Employer's operations.

The Employer shall retain the full and exclusive right to employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of Employer except as provided in this Agreement or applicable law.

The Employer shall retain the full and exclusive right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Employer provided such rules and regulations are made known in a reasonable manner to the employees affected by them and are implemented in accordance with the Union, this Agreement and applicable law.

The Employer shall retain the full and exclusive right to discharge, suspend or otherwise discipline employees for just cause, subject to the Union's right to grieve.

The Employer shall retain the full and exclusive right to maintain and establish contracts or subcontracts for Employer operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members, and subject to the terms of this Agreement and applicable law.

ARTICLE V **HOURS OF WORK**

The normal work week shall commence on Wednesday at 12:01 a.m., and terminate on Tuesday at 12:00 p.m. A work cycle shall be seven days. No provision of this agreement shall be construed as a guarantee by the Employer of any amount of work in any period or of payment for any time not worked. Full time officers and probationary officers shall be assigned their shifts by the Employer, first. Part time officers shall pick their shifts based on the following schedule which is subject to change.

Section 1. Part Time Officers: The following shifts are available for picking each month. An officer may request, for good cause, to begin his shift at a time not chosen at the time of the pick, provided the request is made in writing no less than 24 hours prior to the start of the shift. Said request shall not be unreasonably refused. The RST may allow such a switch within 24 hours of the start of the shift at his sole discretion. The Employer shall not change the shift schedule without negotiations with the Union under MERA.

- a. Day Shift
0600-1400 hours or 0700-1500 hours
- b. Evening Shift Early
1400-2200 hours or 1500-2300 hours

- c. Evening Shift Late
1600-2400 hours or 1700-0100 hours

The RST shall be permitted to adjust the hours of the Evening Shift Late if necessary based on operational needs.

Full Time Officers: Full time officers shall work a five days on, two days off, five days on, three days off, schedule starting at 1600 hours and ending at 2400 hours or 0100 hours. In order for this schedule to provide Full Time Officers with an average of 40 hours each week, Full Time Officers will be scheduled to work 8 hour shifts on certain days, and 9 hour shifts on certain days. The Employer adopts a 14 day/86 hour work period for the calculation of overtime for Full Time Officers under the public safety exemption of the Fair Labor Standards Act. As such, the Full Time Officer will not receive overtime for any regularly scheduled shifts under the foregoing schedule, but will receive overtime for any hours worked beyond his/her regularly scheduled shifts pursuant to Article XVI. The Employer shall not change the shift schedule without negotiations with the Union under MERA.

The RST shall be permitted to adjust the hours of the Full Time Officer if necessary based on operational needs.

Notwithstanding the foregoing, the RST may assign any Part Time Officers hired after the effective date of this Agreement to work on shifts on Friday, Saturday, and Sunday, and on holidays, as a part of the Part Time Officer's monthly schedule. Such assignments will be in addition to any shifts picked by the Part Time Officer under this section, and the RST will notify the Part Time Officer at the time of the shift selection process which days he/she will be assigned that month.

Section 2. Part Time Officers: The following shifts are available on a seasonal basis as needed:

- a. Beach shift (Memorial Day to Labor Day): 1800 - 2400;
- b. Cottage Checks (Saturday and Sunday, 13 weeks from December through February): utilizing 2 men in four-hour intervals.
- c. Boat shift (May through September).

Section 3. Officers shall pick their shifts on the second Tuesday of every month, for the following month. Picks shall be made with the most senior officer choosing two shifts, and each succeeding officer in order of seniority choosing two shifts, until such time as all shifts posted to be filled by the Department are filled. Each shift shall only be filled by one officer.

Section 4. All shifts not filled, which the Employer or the RST chooses to fill after the pick date, shall be filled according to the overtime rotational provisions of this agreement. Part Time Officers may work such unfilled shifts at straight time. Should no Part Time Officers be available to work a shift that the Employer or RST has already chosen to fill, a Full Time Officer ~~will~~ may be offered the shift according to the overtime rotational provisions of this Agreement at an overtime rate.

Section 5. No part time officer shall be required to work more than six shifts per month, exclusive of overtime and extra duty, provided each part time officer shall work a minimum of 44 hours per month except that for three months in each calendar year, at the employee's choosing, this 44-hour-minimum will not apply provided that the employee may not choose the months of May through October inclusive more than once per calendar year.

Section 6. The Employer shall make available for picking a calendar-year average of eight shifts per Part Time Officer per month. Once the picking is completed, the Employer shall not be required to staff those shifts not picked by any officer.

In those months where less than eight shifts per Part Time Officer are made available, Part Time Officers may apply up to two extra duty or overtime shifts toward the six shift minimum.

Section 7. All probationary Part Time Officers shall have the opportunity to work each shift as set forth in Section 1 on at least six occasions each during the term of the probation.

Section 8. In the event that an opening is created in a shift, due to an employee taking time off for any reason allowed by contract, the Town may determine whether to fill the open shift. If the Town decides to fill the open shift, the open shift shall be offered to union members, according to the extra duty rotational staffing procedure as set forth hereafter, provided that part-time officers may arrange for replacement coverage at straight time in accordance with past practice.

Section 9. Officers will not be scheduled to work more than five (5) regular work days, not including overtime or extra duty, within any period of seven (7) consecutive days.

Section 10. Scheduling and assignments will be made by the Resident State Trooper or in his/her absence, one of the Selectmen, according to the terms of the Collective Bargaining Agreement.

Section 11. Shift swaps shall be liberally allowed. The administrating officer shall be notified of all shift swaps by means of a "to\form" form, or a telephone notification of the administrating officer, at least 24 hours prior to the commencement of the shift being swapped.

Section 12. No officer shall be allowed to pick more than 40 hours in any one weekly work period, without prior approval of the RST.

Section 13. Marine personnel shall pick their shifts prior to the second Tuesday of each month, in order that vacant shifts may be filled by union members.

Section 14. Only one Probationary officer per shift may be assigned.

ARTICLE VI **SENIORITY**

Section 1. Seniority is defined as the length of continuous service from the employee's most recent date of hire.

Section 2. Employees hired from another police department or Employer department, shall carry a maximum of 2 years of seniority accrued within the department that was left.

Section 3. An employee's continuous service shall be broken, and his seniority lost for any of the following reasons:

1. Voluntary resignation.
2. Unexcused absence from work for 5 consecutive shifts or 30 days without notice and approval of the Resident State Trooper.
3. Discharge
4. Layoff for 24 months.
5. Absence from work for any non-injury related reason for three months or more. Where the absence is due to an injury or illness, then one year. Seniority shall not be interrupted by authorized leave, vacation, suspension, paid sick leave or job-related injury.

Section 4. Any absence without leave or without prior approval of the Employer may result in appropriate disciplinary action, up to and including discharge.

Section 5. New employees shall acquire seniority upon completion of the probationary period, as provided in Article II and thereafter, their seniority shall be dated from the first day of the probationary period.

Section 6. The seniority list shall be posted annually in January and if no grievance is timely filed, shall be deemed final. The initial seniority list as agreed by the Union and the Employer is attached to this Agreement as Schedule B.

Section 7. There shall be no super seniority for union officers or stewards.

Section 8. Seniority shall prevail with regard to vacation, scheduling, including private duty and extra duty, layoff, and recall.

Section 9. No employee shall attain seniority rights under this Agreement until he/she has completed the probationary period as provided in Article II.

Section 10. Probationary employees shall be entitled to all other benefits of this Agreement during such interim period, prior to attainment of full seniority rights except they shall not be entitled to grieve discipline or discharge.

Section 11. Once an officer attains seniority, he may not be terminated by the Employer except for just cause.

Section 12. In the event that one or more employees are hired simultaneously, i.e., within the same 24-hour period, seniority shall be determined accordingly:

1. If only one employee has prior police officer experience as a certified police officer employed previously in the State of Connecticut, that officer shall be senior to other officers hired simultaneously. Should more than one officer have the aforesaid prior experience, the employee with the greater amount of experience as a certified police officer shall be senior.
2. If no employee has prior experience, as set forth in I above, seniority of simultaneously hired employees shall be determined by a coin flip or other random procedure.

Section 13. The Town shall have the authority to hire the most qualified applicants as either a Part Time Officer or a Full Time Officer. With respect to the hire of Full Time Officers, if the qualifications of two or more applicants are substantially equal, the Town shall give preference to currently employed Part Time Officers.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1. A grievance shall mean a written complaint:

- a. alleging that the union's rights, or an individual union member's rights under this Agreement have been violated or that rules, regulations or policies of the Employer or the Police Department have been misapplied or misinterpreted; or

- b. concerning discharge, suspension, or other disciplinary action.

Section 2. Procedure

- a. Any employee may use this grievance procedure with or without Union assistance up to and including Step Three.
- b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of the Agreement.
- c. A grievance shall be processed in the following four (4) steps:

STEP ONE: If any employee has a grievance, the employee or his/her representative, if represented, shall submit the grievance in writing within ten (10) days of the occurrence of the aggrieved issue to the Resident State Trooper. Within seven (7) days after receiving such grievance the Resident State Trooper shall render his/her decision in writing to the aggrieved and his/her representative, if represented.

STEP TWO: If the grievant or his/her representative, if represented, are not satisfied with the decision rendered at Step One, the grievant or his representative may within ten (10) days of the receipt of the Step One decision, or the expiration of the decision-making time limits, submit the grievance to the First Selectman of the of Westbrook. Within seven (7) days after receiving such grievance the First Selectman shall render his/her decision in writing to the aggrieved and his/her representative, if represented.

STEP THREE: If the grievant or his/her representative, if represented are not satisfied with the decision rendered in Step Two, he/she or his/her representative may, within ten (10) days following receipt of the Step Two decision, or the expiration of the decision-making time limits, submit the grievance to the Board of Selectmen of the of Westbrook, who shall schedule a meeting with the Union for the purpose of resolving such grievance which shall occur within thirty (30) days of the submission to the Board. In the event the Board fails to schedule a meeting within 45 days of submission of the grievance, the grieving party may remove the grievance to Step Four of the grievance process. The Board of Selectman shall render their decision in writing to the aggrieved employee and his/her representative, if represented, within ten (10) days after such meeting, if applicable.

STEP FOUR: If the grievant or his/her representative, if represented, are not satisfied with the decision rendered in Step Three, then his/her representative may, within fifteen (15) days, submit the grievance to the Connecticut State Board of Mediation and Arbitration and the decision rendered by the arbitrator or arbitrators shall be final and binding upon the parties, subject to any applicable appeal rights.

- d. The parties may mutually agree, in writing, to extend the time limits as set forth in the grievance procedure provision of this Agreement.
- e. Any party shall have the right to employ a public stenographer or recorder and operator of its choice at Step 3 or 4 in the procedure at its own expense.

ARTICLE VIII

DISCIPLINARY PROCEDURES

Section 1. No employee shall be discharged, terminated, demoted, suspended, or disciplined in any other manner except for "just cause".

Section 2. Disciplinary action may be taken by the first selectman or his designee for such reasons as, but not limited to, the following:

- a. Incompetency;
- b. Neglect of duty;
- c. Absence from duty without leave for 5 consecutive shifts.
- d. Excessive absenteeism or tardiness hindering the work of the department or activity;
- e. Having committed an act which would bring discredit to the police department;
- f. Violation of any law, rule or regulation pertaining to or affecting employment as a police officer in the town;
- g. Offensive, indecent, or abusive conduct;
- h. Insubordination;
- i. Theft or misuse of Funds, property, equipment, material or supplies.

Section 3. The Employer shall utilize a policy of progressive discipline. Disciplinary actions shall follow this order. However, the Employer shall not be prohibited from skipping any discipline type in the order, where "just cause" so warrants:

- A. Verbal warning;
- B. Written warning;
- C. Suspension;

D. Discharge.

Section 4. All disciplinary actions shall be subject to the grievance procedure.

Section 5. The First Selectman or his designee is authorized to award discipline.

Section 6. All disciplinary actions, written warnings or any other type of actions shall be removed from the employee's record two years after said violation has occurred provided there have been no additional warnings or disciplinary actions during that period.

The Employer shall, solely, for purposes of discipline and promotional determinations, remove such record of discipline from the employees' personnel records. Thereafter, within the time limits set by state law as amended, the Employer shall apply to the Records Administrator of the State of Connecticut to have the record of disciplinary action taken against the employee removed from all files and returned to the employee in the manner set forth in Section 7-109 of the Connecticut General Statutes as amended, if allowed to do so by law.

Section 7. When any police officer is under investigation and subjected to interrogation, which could lead to disciplinary action, the officer may be ordered to respond to questions or submit to interrogations, he shall be informed that failure to reply fully and truthfully to the questions may result in discipline for insubordination and related charges. The officer shall be further advised if ordered to respond to questions that his answers and any information or evidence gained by reason of his answers cannot be used against him in any criminal proceedings unless he knowingly and willingly provides false statements or information in his answers.

Section 8. A union member shall be entitled to Union representation at any interrogation in which the union member believes discipline may result. The union member may have a union attorney present, if the union attorney is available within 24 hours from the time that the union member is given the opportunity to notify the union attorney.

ARTICLE IX

SICK and FAMILY LEAVE

Section 1. Full time officers shall have the following sick leave accrual after one (1) year of employment:

Sick days are accrued at the rate of 1.25 days for each month worked and may accrue to a maximum of 110 days. However, accrued sick leave is not paid at the time of termination or retirement from the Town.

For Part Time Officers, sick leave without pay or penalty shall be granted for employees upon commencement of employment. For both Full Time and Part Time Officers, any leave for more than four consecutive scheduled shifts, or seven calendar days, whichever is less, shall require verification by a doctor of the employee's choice.

Section 2. Sick leave may be used for any of the following reasons:

- a. Illness or injury of the employee or of the employee's immediate family. (An immediate family member is defined as a child, spouse or ward.)
- b. Exposure of employee or employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of others at the discretion of the Resident State Trooper.
- c. Medical conditions related to pregnancy and childbirth.

Section 3. When an employee finds it necessary to be absent from duty on sick leave, he/she shall cause the fact to be reported to the RST or in his absence the Desk Officer at the Troop Barracks not later than one (1) hour prior to his/her scheduled tour of duty, if possible.

Section 4. Leave under the Federal Family and Medical Leave Act shall be granted by the Employer if the employee qualifies.

ARTICLE X

EQUAL EMPLOYMENT OPPORTUNITY

The parties continue to be firmly committed to a program of equal employment opportunity in employment. In this regard, both parties acknowledge their responsibilities to fully comply with Conn. Gen. Stats. Section 46a-60 as it may be amended, and other applicable federal, state and/or local equal employment opportunity laws.

ARTICLE XI

FUNERAL LEAVE

Section 1. Full time officers shall have the following funeral leave:

Upon completion of six (6) months of employment, the Full Time Officer shall be entitled to three (3) days paid time off in the event of a death in his/her immediate family from the time of death through the day of the funeral. Immediate family is defined as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, grandchild, and all of the above categories in a step relationship. Upon approval of the First Selectman, the Full Time Officer may be given paid leave to attend the funeral of relatives other than immediate family members.

For Part Time Officers, special leave of three (3) calendar days without pay or penalty, beginning with the day of death, shall be granted to an employee in the event of the death of his/her spouse, child, ward, mother, father, or other person domiciled in the residence similar to family.

Section 2. For Part Time Officers, special leave of two (2) calendar days without pay or penalty, beginning with the day of death, shall be granted to the employees in the event of the death of his sister, brother, mother-in-law, or father-in-law.

Section 3. For Part Time Officers, special leave of one (1) calendar day without pay or penalty, to be taken on the day of the funeral, or the wake, or other memorial service, at the employee's option, shall be granted to an employee in the event of the death of his/her niece, cousin, grandfather, grandmother, grandchild, or other family member related by blood or marriage, not domiciled in the employee's household.

Section 4. Additional leave may be granted by the Employer at the discretion of the Resident State Trooper or the First Selectman.

ARTICLE XII **BULLETIN BOARD**

The Employer shall furnish a suitable bulletin board in a convenient place in the work area for the use of the Union.

ARTICLE XIII **LONGEVITY PAY**

Section 1. Officers shall earn an annual stipend, effective and retroactive to July 1, 1999, and payable on the first pay period following July 1 of each succeeding year, according to the following schedule in recognition of service to the department. Years of service shall be computed as of July 1 each year.

5 - 10 years:	\$200
11 - 15 years:	\$350
16 years or more:	\$500

ARTICLE XIV **CLOTHING ALLOWANCE**

Section 1. The Employer shall continue to provide each employee with the necessary clothing and equipment related to their duties. A list of the clothing and equipment provided to Part Time Officers is as follows:

- 3 Summer uniforms (shirts and pants)
- 3 Winter uniforms (shirts and pants)
- Winter Coat
- Rain Coat
- Sweaters as requested
- Summer and Winter hat
- \$100 per year for boots
- Gun and related equipment
- Bulletproof vest

A list of the clothing and equipment provided to Full Time Officers is as follows:

- 5 Summer uniforms (shirts and pants)
- 5 Winter uniforms (shirts and pants)
- Winter Coat
- Rain Coat
- Sweaters as requested
- Summer and Winter hat
- \$100 per year for boots
- Gun and related equipment
- Bulletproof vest

Section 2. Officers shall earn stripes for their uniforms upon the completion of each three year increment of service with the Employer. Officers shall pay the cost of purchasing and embroidering the stripes to their uniforms.

Section 3. Each member shall be eligible for a clothing allowance of one hundred dollars (\$100.00) per year upon the presentation of receipts demonstrating purchases for items necessary for the member's duties that are not covered by the Town.

ARTICLE XV **HOLIDAYS**

Section 1. a. Employees who work on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day or Christmas Day, will receive their regular hourly rate times one and one-half.

b. Should the Employer require employee[s] to work a holiday as set forth in subsection [a], and no employee[s] volunteer to work, then the Employer shall order in those employees which it requires to work, by calling in employees on a rotational basis, beginning the rotation with the least senior employee. Call-ins shall thereafter be done

on a rotational basis based upon seniority. No Part Time Officer shall be required to work the same holiday, two years in a row.

c. Should the Employer determine to order in officer[s] to work a holiday shift, it may only do so for those shifts posted at the time of the shift pick.

Section 2. Any time off with pay that may be allowed other of Westbrook municipal employees as a result of an unanticipated national holiday or national day of mourning proclaimed by the President of the United States shall be provided in equal measure for the employees covered by this Agreement.

ARTICLE XVI OVERTIME

Section 1. Overtime for Part Time Officers is defined to include all hours worked in excess of eight hours in a twenty-four [24] hour period and for all hours over [40] straight-time hours in any one 7-day work cycle, commencing 0000 hours on Wednesday to 2400 hours on Tuesday. Full Time Officers will be scheduled to work 8 hour shifts on certain days, and 9 hour shifts on certain days. The Employer adopts a 14 day/86 hour work period for the calculation of overtime for Full Time Officers under the public safety exemption of the Fair Labor Standards Act. As such, the Full Time Officer will not receive overtime for any regularly scheduled shifts under the foregoing schedule, but will receive overtime for any hours worked beyond his/her regularly scheduled shifts.

Time and one-half (1½) will be paid for all overtime hours worked. However, an officer who elects to work a double shift shall not receive overtime pay for the second shift, except for those hours in that shift which exceed 40 hours during the 7-day work cycle.

The rate of time and one-half [1½] shall not apply to work assignments when a state of emergency, as declared by the Board of Selectmen, is called.

Section 2. When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, he/she shall be paid not less than four (4) hours at a rate of one and one-half (1½) times his/her regular rate. However, it is understood that reports generated on shift are expected to be completed by shift's end. If an officer refuses to stay over to complete a report after his shift has ended, he may return at another time to complete his reports, but the Employer shall not be required to pay a four-hour minimum in such an event. In such an event, the employee shall only be compensated for time spent completing the reports at the appropriate rate of pay.

Section 3. Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation, report, or work assignment.

Section 4. Nothing contained in this Agreement shall be construed so as to prevent the Employer from ordering an employee to work overtime in any emergency situation.

Section 5. Any employee subpoenaed to testify in any type of judicial or administrative proceeding, including depositions, in his/her capacity as a Westbrook police officer, shall be compensated at the appropriate rate of pay, according to the provisions of this Article, for the time spent traveling beyond the geographical boundaries of the of Westbrook to and from the proceeding; and for time spent testifying at, and or being available for the proceeding.

ARTICLE XVII **EXTRA POLICE DUTY**

Section 1. The term "extra duty" for the purposes of this article shall mean any and all duty within the geographical limits of the Town of Westbrook, which is not regularly scheduled, and regardless of the party requesting the duty, or which agency receives the request.

Section 2. All extra-duty assignments shall be made by the Resident State Trooper in accordance with the terms of this Agreement.

Section 3. The Employer shall distribute extra duty work to all employees of the bargaining unit on a fair and equal basis, by offering all extra duty assignments first to Part Time Officers on a seniority rotational basis. If after each Part Time Officer employed by the Employer has been determined to be unavailable to work the extra duty assignment, then the duty may be assigned to the Full Time Officers on a seniority rotational basis. If no Part Time or Full Time Officer accepts the extra duty work, then the extra duty may be assigned to non-union members. Availability may be determined by leaving a message on an officer's cell phone or answering machine. Ten minutes after the last officer is called, if there is no response to messages left by the scheduling officer, non-union members may be assigned the extra duty. If a customer specially requests CSP personnel, such personnel shall be assigned.

Section 4. If any officer after taking an assignment, cancels out his/her assignment less than forty-eight (48) hours before the job is to begin, the First Selectman or his designee, in his/her discretion, may use any available personnel, including state troopers, in his/her place.

Section 5. All extra duty assignments shall be paid at the following rates: Two times the regular rate of pay if the extra duty is paid by a third party. Straight time if the

extra duty is paid by the Employer unless the employee exceeds forty (40) hours in a work cycle.

Bargaining unit members assigned to such extra duty shall receive a minimum of four (4) hours pay regardless of the actual hours worked. If an assignment is canceled with less than 24 hours notice, then the bargaining unit member shall receive four (4) hours pay, unless the assignment is paid by the Employer.

ARTICLE XVIII **RATES OF PAY**

Section 1.

Effective and retroactive to July 1, 2020, the wage rates that were in effect on June 30, 2020 shall increase by two and one half percent (2.5%). Effective July 1, 2021, the wage rates shall increase by two and one half percent (2.5%). The wage rates shall be as follows:

Part Time Officers:

Salary Grade 1, Date of hire - Twelve (12) mos.

7/1/20: \$28.24 7/1/21: \$28.94

Salary Grade 2, Officer, Twelve (12) - Twenty-Four (24) mos.

7/1/20: \$29.41 7/1/21: \$30.14

Salary Grade 3, Officer, Twenty-four (24) - Forty-Two [42] mos.

7/1/20: \$30.65 7/1/21: \$31.41

Salary Grade 4, Officer, Forty-Two mos., plus

7/1/20: \$26.10 7/1/21: \$26.75

Full Time Officers:

7/1/20: \$31.99 7/1/21: 32.79

Section 2. Part Time Officers: Any officer hired with five or more years experience as a police officer with an agency recognized by POST, or with another Connecticut Municipal Police Agency, shall be paid at Grade 4 rate after successful

completion of the probationary period. The officer must have left the prior employment in good standing. Any officers currently employed by the Employer who meet the aforesaid requisites shall be entitled to promotion to Grade 4 rate.

Section 3. Employees working the Evening Shift Early or Evening Shift Late on Monday through Friday shall be paid a shift differential of \$.25 per hour. Employees working the Day Shift on a weekend shall be paid a shift differential of \$.25 per hour. Employees working the Evening Shift Early or Evening Shift Late on a weekend shall be paid a shift differential of \$1.00 per hour.

ARTICLE XIX FRINGE BENEFITS

Section 1. Life Insurance and Accidental Death and Dismemberment Insurance. The Employer shall provide life insurance and accidental death and dismemberment insurance in accordance with the terms of the policy attached hereto, or in accordance with a policy equal to the policy attached hereto. Each employee shall receive a copy of each policy provided for in this Agreement.

Section 2. Part Time Officers: Employees shall be eligible for pension benefits in accordance with the parties' pension agreement. Effective July 1, 2008, the Normal Pension Benefit in Section 5.1 of the Pension Agreement shall be increased to a monthly Pension Benefit of \$500. In addition, effective July 1, 2011, the eligibility requirements of the Pension Agreement shall be amended to reflect that an employee's Normal Pension Date shall be the earlier of 25 years of service with no age restriction, or 20 years of service and age 65.

Section 3: Full Time Officers must participate in the Town of Westbrook Retirement Plan after one (1) year of continuous service, and shall contribute four percent (4%) of their annual compensation on a pre-tax basis.

Section 4: Full Time Officers shall be entitled to participate in the following health insurance plan:

Anthem High Deductible Health Plan/Health Savings Account ("HDHP/HSA")

Attached to this Agreement as Appendix A is a complete description of the benefits and the employee co-pays and co-insurance applicable to the HDHP/HSA plan. A brief summary of the key provisions of this plan is as follows:

- \$2,000/\$4,000 deductible
- The Town will fund 50% of the deductible on or about January 1.
- Exclusion of gastric bypass procedure from coverage
- State mandated infertility

Full Time Officers shall also be entitled to participate in the Town's dental plan. Full Time Officers shall have the following co-pay percentage of the cost of such health and dental benefits deducted from their pay:

Effective upon ratification: 15%

The Town shall provide and pay the cost of \$70,000 term life insurance for each employee. Employees will have the option of choosing term life insurance coverage in the amount of \$50,000 or \$70,000. If the employee chooses the \$70,000 option, the Town will withhold all required deductions from the employee's pay for the imputed income related to this option pursuant to applicable state and federal law.

Section 5: Full Time Officers shall be granted vacation time off according to the following schedules.

- a. A Full Time Officer who has completed one (1) year of service from the date of hire, but less than five (5) years of service shall be entitled to vacation time off equivalent to two (2) work weeks.
- b. A Full Time Officer who has completed five (5) years of service from the date of hire, shall be entitled to vacation time of equivalent to three (3) work weeks.
- c. A Full Time Officer who has completed ten (10) years of service or more from the date of hire, shall be entitled to four (4) work weeks vacation.
- d. A Full Time Officer who has completed fifteen (15) years of service or more from the date of hire shall be entitled to five (5) work weeks of vacation.
- e. A total of one (1) week vacation time off may be carried over by a Full Time Officer with the approval of the First Selectman or the designated representative and must be used within 6 months of the Full Time Officer's anniversary date.
- f. Each Full Time Officer may choose his/her weeks of vacation, except that the Selectman or designated representative may limit the length of vacation and the number of Full Time Officers on vacation at any given time. Denials of vacation time shall not be arbitrary or capricious.

- g. In the event an employee resigns, retires, or dies, all of his or her accrued pro rata vacation pay shall be paid to the employee or estate.
- h. Vacation requests shall be made in writing on a form obtained from and returned to the First Selectman's office.

ARTICLE XX
UNION BUSINESS LEAVE

Section 1. Two (2) members of the Union negotiating committee shall be granted leave from duty without pay or penalty, for all meetings between the Employer and the Union for the purpose of negotiating the terms of the contract. The Employer and the Union shall make every effort to schedule meetings when the members of the negotiating committee are not on duty.

Section 2. One (1) member of the Union grievance committee shall be granted leave from duty with full pay, if previously scheduled to be on duty, for all meetings between the Employer and the Union for the purpose of processing grievances, or MPP or MEPP Complaints, when such meetings take place at a time during which such member is scheduled to be on duty.

ARTICLE XXI
MILITARY LEAVE

Section 1. The Town shall provide military leave to eligible employees in accordance with the requirements of all applicable state and federal laws.

ARTICLE XXII
PERSONAL LEAVE

- a. Full time officers shall be entitled to three (3) personal days per year. For Part Time Officers, an employee in their first year of service will be entitled to receive two (2) personal leave days to be used after the first six (6) months with pay subject to the demands of service. An employee who has completed one (1) year of service from the date of hire shall be entitled to three (3) personal leave days per year with pay subject to the demands of service. In order to be eligible for the full amount of personal leave in this section, Part Time Officers must work 35 or more hours per week on average as determined by the hours worked during the prior fiscal year. Part Time Officers who work less than 35 hours per week on average as determined by the hours worked during the prior fiscal year shall accumulate personal days on a pro rata basis according to the number of hours worked each week, rounded down to the nearest full day.
- b. Personal days may not be carried over the following anniversary year.
- c. Personal leave must be requested at least 24 hours prior to its commencement, excepting acts of God and emergencies. The personal leave must be approved by the employee's supervisor or designee, and shall not be unreasonably denied.

ARTICLE XXIII
GENERAL PROVISIONS

Section 1. The Employer will continue to furnish such equipment as is presently furnished.

Section 2. In the event that an Officer shall be named defendant in a civil action claiming damages for false arrest or imprisonment occurring during the performance of his/her official duties and within the scope of his/her employment and not resulting from his/her willful or wanton act, the Employer shall provide counsel to defend such lawsuit and pay any final judgment obtained therein against such officer. In order to allow transfer or collateralization of property, the Employer shall post any bonds needed to release any attachments made upon the employee's property as a result of said suit.

Section 3. In the event that an officer shall be named defendant in a civil action claiming damages for false arrest or imprisonment occurring during the performance of his/her official duties and is found to have acted outside the scope of his/her employment or in a willful or wanton manner, then he/she shall reimburse the Employer for all costs, including legal fees, which were incurred in defending such lawsuit.

Section 4. The First Selectman shall give to each employee, and to each new employee when hired, a copy of this Agreement and an identification card. The rules and regulations of the department shall be available at the Police Office.

Section 5. Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge, or allegation for which no action has been taken shall not be used for disciplinary purposes not later than one (1) year from the date of entry. Nothing contained herein shall require the Employer of destroy or remove from its official records any written document which constitutes a public record or which the State's Attorney or Chief Prosecutor's office wants kept in the Employer files.

Section 6. The Employer agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agrees that there will be no strike, slowdown, or work stoppage during the term of this Agreement.

Section 7. In the event that any employee is duly summoned to any court for the purpose of performing jury duty, he/she shall be allowed time off in accordance with applicable state and federal laws.

Section 8. All public meetings at which police matters are placed on the agenda shall be noticed directly to the police department and the Union President.

Section 9. No part or portion of the of Westbrook Personnel Policy shall be applicable to the Union where such part or portion thereof conflicts with any rights guaranteed to Union members by this Agreement, or by applicable law.

Section 10. Officers shall not be prohibited from wearing facial hair, provided it is worn in compliance with CSP regulations.

Section 11. Any written information pertaining to a union member cannot be released without prior notification in writing to the union member, provided that this provision shall not be deemed to contradict any provision of the FOI Act.

Section 12. Officers shall be trained in any new and updated equipment; prior to its mandatory implementation.

Section 13. Training and re-certification of officers shall remain up to date and shall be the responsibility of the Employer. Officers shall be trained and certified pursuant to POST standards.

Section 14. The Union president or his designee shall have input into the budget process.

Section 15. The Town shall reimburse each officer for annual dry cleaning of a winter coat and a jacket. The Town shall twice annually reimburse each officer for dry cleaning of a sweater.

**ARTICLE XXIV
SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**ARTICLE XXV
NO WAIVER**

The failure of either party to this Agreement to require strict performance of any provision of the Agreement shall not be deemed a waiver or abandonment of any of the lights or remedies provided herein for violation of the Agreement or any provision thereof, nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of the Agreement.

**ARTICLE XXVI
DURATION**

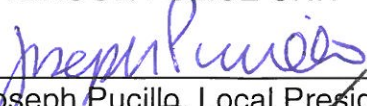
This Agreement shall be in effect from July 1, 2020 and shall remain in effect until June 30, 2022.

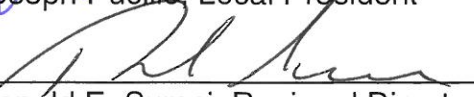
IN WITNESS WHEREOF, the parties have caused their names to be signed this ____ day of February, 2021.

TOWN OF WESTBROOK

By 
Noel Bishop
First Selectman 3/1/21

THE UNITED PUBLIC SERVICE
EMPLOYEES UNION /COPS DIVISION,
WESTBROOK POLICE UNIT

By 
Joseph Pucillo, Local President

By 
Ronald E. Suraci, Regional Director

By 
Kevin E. Boyle, President UPSEU

APPENDIX A

		OPTION 2 - H.S.A. PLAN ANTHEM LUMENOS PPO \$2,000/\$4,000 Deductible \$1,000/\$2,000 Town Funding of Deductible 100% Coinsurance After Deductible No Rx Copay After Deductible	
		IN-NETWORK	OUT-OF-NETWORK
<u>FINANCIALS:</u>			
Deductible	-	\$2,000/\$4,000	
Employer Portion of Deductible		\$1,000/\$2,000	
Employee Portion of Deductible		\$1,000/\$2,000	
Co-insurance		100%	80/20%
Maximum Lifetime Benefit Per Member		Unlimited	Unlimited
Gatekeeper Network		No	No
<u>PREVENTIVE CARE:</u>			
Well child care (to sched.)	-	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)		No charge	Ded. & Coins.
Routine OB/GYN visits		No charge	Ded. & Coins.
Mammography (to sched.)		No charge	Ded. & Coins.
Hearing Screening		No charge	Ded. & Coins.
<u>MEDICAL CARE:</u>			
Office Visits (Primary)	-	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)		Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse		Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray		Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)		Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing		Subject to Deductible	Ded. & Coins.
Allergy Services - Injections		Subject to Deductible	Ded. & Coins.
<u>HOSPITAL CARE</u>			
Inpatient Hospitalization	-	Subject to Deductible	Ded. & Coins.
Outpatient Surgery		Subject to Deductible	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>			
Emergency Room	-	Subject to Deductible	Ded. & Coins.
Urgent Care		Subject to Deductible	Ded. & Coins.
Ambulance		Subject to Deductible	Ded. & Coins.
<u>OTHER SERVICES</u>			
Physical, Occupational, Speech & Chiro Copay	-	Subject to Deductible	Ded. & Coins.
Durable Medical Equipment (Unlimited)		Subject to Deductible	Ded. & Coins.
Home Health Care		Subject to Deductible	Ded. & Coins.
<u>PRESCRIPTION DRUGS:</u>			
Retail	-	No Charge After The Ded.	Ded. & Coins.
Mail Order		No Charge After The Ded.	Not Covered
Annual Maximum		Unlimited	Unlimited

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.

Options are based on decrements - actual allocation rates may vary.