

THE TOWN OF BRANFORD, CONNECTICUT
AND

UPSEU/COPS, LOCAL #459

Expires June 30, 2022

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**AGREEMENT BETWEEN
THE TOWN OF BRANFORD, CONNECTICUT
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
THE BRANFORD POLICE UNIT #459**

PREAMBLE

This Agreement entered into by the Town of Branford hereinafter referred to as the "Town", and the United Public Service Employees Union/COPS Branford Police Unit #459, hereinafter referred to as the "Union or UPSEU/COPS", has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

**ARTICLE 1
RECOGNITION OF UNION
AND RECOGNITION OF MANAGEMENT RIGHTS**

SECTION 1. The Town recognizes the Union as sole and exclusive bargaining agent for all full-time permanent investigatory -and uniformed members of the Police Department with authority to exercise police powers up to and including the rank of captain.

SECTION 2. Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights shall include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the determination of the qualifications of employees; the appointment, promotion, assignment, direction, scheduling of hours of work and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE 2

UNION SECURITY - DUES DEDUCTION

SECTION 1. As a condition of employment, all present employees who are members of the Union upon the effective date of this contract shall remain members of the Union in good standing. All employees who are not members of the Union shall within thirty-one (31) days become members and remain members for the duration of this Agreement. All employees who are hired hereafter shall as a condition of employment become members and remain members in good standing of the Union after thirty first (1st) day of their employment. The Town agrees to deduct from the pay of the employees the current monthly dues and remit them each month to UPSEU during the duration of this Agreement, or any extension thereof.

SECTION 2. Deductions will be made on a weekly basis as specified by the Town and approved by the Union. The Town shall forward the deducted dues to UPSEU following the last payroll of the month.

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

SECTION 4. Whenever a member's dues are not deducted by reason of such member not receiving any pay during the pay week that deductions are made, or by reason of an extended absence from the Department during which time such member is not paid, it shall be the responsibility of the Town when such member is returned to the payroll of the Town, to reactivate the deduction of his current dues.

SECTION 5. The Union agrees that it will save the Town harmless from any damages incurred by reason of carrying out the provisions of this Agreement concerning the assignment of wages to the Union for initiation fees, reinstatement fees and regular dues.

ARTICLE 3

GRIEVANCE PROCEDURE

SECTION 1. - PURPOSE

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

SECTION 2. - DEFINITION

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:

1. Discharge, suspension, or other disciplinary action. Charge of favoritism or discrimination.
2. Interpretation and application of rules and regulations implementing policies of the Police Department.
3. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 3. - PROCEDURE

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through the first step provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance anew from the first step. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP 1

Any employee or the Union with a grievance shall within thirty (30) calendar days of occurrence of same reduce the grievance to writing and submit it to the Chief of Police or his designee, who shall use his best efforts to settle the dispute. The Chiefs or his designee's decision shall be submitted in writing to the aggrieved employee and the Union within ten (10) calendar days of receipt of the grievance.

STEP 2

If the complainant and the Union are not satisfied with the decision rendered by the Chief or his designee, said complainant or the Union shall within ten (10) calendar days submit the grievance, in writing, to the First Selectman, or if said Selectman so designates, in writing, to the Chairman of the Police Commission. The First Selectman, or if said Selectman so designates, the Chairman of the Police Commission, shall within ten (10) working days of receipt of the grievance submit his decision in writing to the complainant and the Union.

STEP 3

If the Union is not satisfied with the decision rendered and elects further processing, it shall, within thirty (30) calendar days, submit the grievance to either the Connecticut State Board of Mediation and Arbitration or, if by mutual agreement, to the American Arbitration Association with a copy provided to the Town (failure to provide ~~the~~ the Town with a copy will not be used as the basis for raising arbitrability); the costs of the American Arbitration Association shall be shared equally by the parties. The Town, however, can require that a grievance be heard before the American Arbitration Association if it pays for the cost of the arbitrator. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties, and it must be implemented within fifteen (15) working days except that the decision shall not amend or alter this Agreement in any manner. Neither party waives its rights to legal appeal under the Connecticut General Statutes.

SECTION 4. - MEDIATION

The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure,

SECTION 5. - MEETINGS ON GRIEVANCES

Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.

SECTION 6. - RECORDING OF MINUTES OR TESTIMONY

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer or a recording device shall be borne by the party employing same.

SECTION 7. - POLICE UNION AS COMPLAINANT

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

SECTION 8.

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

ARTICLE 4**DISCIPLINARY PROCEDURES & PRIVILEGES****SECTION 1.**

The Chief may conduct informal preliminary inquiries into matters which may lead to disciplinary action taken against an officer.

If the Chief and the officer cannot agree upon a mutually agreeable resolution, the Chief may choose to issue formal charges against the officer and proceed to a formal pre-disciplinary hearing.

Members of the Department shall have the right and choice of Union representation at such inquiry.

At all formal pre-disciplinary hearings conducted by the Chief or the Board of Police Commissioners, all witnesses shall be sworn. Members of the Department charged with or accused of inappropriate conduct/behavior shall have the right and choice of Union representation and a copy of all charges prior to the pre-disciplinary hearing.

Pre-disciplinary hearings shall be closed to the public, including the press, unless such member shall request that it be an open hearing. The use of mechanical recording equipment shall be at the option and expense of the Town or the member involved. The accused will receive a letter advising him of the disposition of his hearing with a copy to the Union within five (5) calendar days. In the event the Chief, or his designee, deems an immediate suspension should be invoked on the preliminary complaint, such suspension shall be subject to the safeguards of Section 2 below. In such case, the accused officer shall have the right to be immediately charged in writing and provided a formal hearing as soon as practicable.

SECTION 2.

There shall be no discipline without just cause.

Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages.

SECTION 3.

Members under departmental charges shall, for good reason, have and enjoy the right of rescheduling their hearing date.

SECTION 4.

Whenever a civilian complaint is made against a member or group of members of the Department relating to his or their conduct as an officer, or the manner in which such officer discharges his duties, such complaint will be signed by the Complainant when it is not substantiated by an independent investigation conducted by the Police Department. The officer shall be entitled to be represented, if (s)he chooses, by a representative/attorney approved by the Union.

SECTION 5.

Once an officer has been formally notified in writing of an inquiry, charges or hearing by the Chief or Board of Police Commissioners, that case will be disposed of within ninety (90) days of notification. A case not disposed of within this time shall be deemed resolved in favor of the officer, and all records pertaining to such case destroyed.

Exceptions to said ninety (90) day limit would be delays on the part of the charged officer or his counsel, proven unavailability of key witness for defense or Chief, Board, or a waiver of such limit by charged officer or his counsel.

It is understood that said time limit applies to intradepartmental activity, not appeals or tribunal hearings outside the department. After said hearing; if the officer is cleared of all charges, no record shall be placed in his personnel file and records shall never be used against the charged party.

SECTION 6.

- A. Recognition is hereby made of Rule III, Section 5, Rules & Regulations amended, "...He may, for violation of the rules of the Department, issue an official reprimand or suspend for a period of not more than ten (10) days, any member of the department. He must report such action..."
- B. An official reprimand shall be issued and placed in an employee's personnel file only after the disciplinary procedures and privileges of this Agreement have been adhered to, a violation of the Department Rules and Regulations has occurred, and a finding of guilt has been established.

SECTION 7. - INFORMATION MEMO

An "informational memo" shall be any written report concerning a violation of Department Rules and Regulations and/or General Orders which in itself is considered by the Chief to be too trivial to warrant disciplinary action. However, an accumulation of informational memos could be the basis of charges resulting in disciplinary action.

Employees shall be provided with a copy of any informational memo which concerns them within forty-eight (48) hours of its issue. The copy shall be hand delivered or placed within the employee's mailbox within that time. An additional copy shall be similarly provided to the Union representative.

The Town shall request from the State of Connecticut Public Records Administrator that any informational memo in an employee's personnel file shall be removed twelve (12) months from the date of occurrence. After the twelve (12) month period, the fact that an informational memo had existed shall not be a consideration in any pending or future departmental procedure.

All Sections of this Article are subject to the grievance procedures.

ARTICLE 5 **COURT TIME**

SECTION 1.

Employees who may be required to attend court or meet with court officials or to attend any other proceeding, deposition, appearance that arises out of their official capacity as a police officer with the Town with the knowledge of the Chief or his/her designee on their off duty hours shall be paid for in accordance with the overtime provisions set forth in Article 10 of this Agreement.

SECTION 2.

Employees will not be entitled to take a vacation day and/or a holiday on the day that they are subpoenaed/scheduled to be in court unless the vacation day and/or holiday was approved by the Chief or his designee prior to receiving a subpoena.

SECTION 3.

Payment shall be made via the regular weekly payroll and any excess of the State minimum time shall be computed in segments of fifteen (15) minutes. The officer shall sign over to the Town any monies received by the State or a private attorney for their appearance.

SECTION 4.

If review of a file/preparation for a case is necessary outside of normal working hours, the employee will be paid in accordance with the overtime provisions of this Agreement.

SECTION 5.

In the event an officer is selected for jury duty, he or she shall be excused from working his or her scheduled shift for each day of jury duty. The Town shall compensate said officer in accordance with state statutes applicable to jury duty. An officer on jury duty on an assigned work day shall be eligible for out-of-station assignments as long as said officer can work the entire assignment

ARTICLE 6 **SICK LEAVE**

SECTION 1.

Sick leave shall be considered to be absence from duty with pay, for the following reasons:

1. Illness or injury while employed by the Town of Branford, exclusive of Worker's Compensation matters.
2. When the employee is required to undergo medical, optical, or dental treatment.
3. When the serious or sudden illness or injury of a member of the employee's immediate family (spouse, legal guardian, child, step-child, father, step-father, mother, step-mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, grandchild) and any other person living within the employees household that requires his/her personal attention and assistance.
4. Employees who report off duty sick during their tour of duty on a regularly scheduled shift shall be given credit for actual time worked. All other time off due to sickness shall be deducted in 1/10th of an hour increments from accumulated sick leave.
5. Employees who report off duty sick during their tour of duty on an overtime shift shall be paid at the rate of time and one-half (1 1/2x) for actual time worked computed to the maximum quarter (1/4) hour. There shall be no deduction from accumulated sick leave. This provision shall be an exception to Article 10 - Section 2.

SECTION 2.

Employees may be absent from duty without loss of sick time and with pay for he following reasons:

1. If an employee loses time because of sickness or injury for which he is entitled to compensation under the Worker's Compensation Act, he shall receive benefits equal to normal full pay for the period of the disability with the Town making up the difference in the amount of such compensation received and the noinal amount of weekly pay for no longer than a period of eighteen (18) months from the date of an injury. However, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.
2. Provided, however, that the Town shall be entitled to reimbursement for payments made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Worker's Compensation Law. In cases where the employee does have a third party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel on progression of his third party claim.
3. When an employee in the performance of his duty is exposed to a contagious disease, and contracts this disease as a result of such exposure.

4. Any specific awards under the Worker's Compensation Act as a result of injuries or sickness shall not revert to the Town.

SECTION 3.

1. Effective 7-1-87, all new members appointed to the Department shall be credited with sick leave equal to one (1) day times the number of months remaining in the fiscal year. Sick leave credit shall be computed to the first day of the month of appointment.

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2. All other members shall be entitled to fifteen (15) sick days per fiscal year.

3. Effective July 1, 2004 and each July 1st thereafter, members will be credited with 1/2 of their annual sick leave allotment; members will be credited with the remaining 1/2 of their annual sick leave allotment on January 1st of each fiscal year.

4. Employees may accrue up to 130 sick days.

SECTION 4. - SICK LEAVE RECORD

1. The Department shall maintain a record for each employee of all sick leave taken and accumulated.

2. A record for all members' sick leave taken and accumulated shall be posted in Police Headquarters each month.

3. (a.) Any employee who becomes separated from the Department by reason of retirement or death shall be paid (or his estate shall be paid) a sum of money equal to the number of sick days accumulated by said member multiplied by his prevailing rate of pay on the date of his retirement or death.

(b.) The provisions of 3(a.) notwithstanding, any employee hired on or after July 1, 1988 who becomes separated from the Department by reason of retirement or death shall be paid (or his estate shall be paid) a sum of money equal to the number of sick days accumulated by said member, not to exceed a maximum of 110 days, multiplied by his prevailing rate of pay on the date of his retirement or death. Any employee hired on or after January 1, 1998 who becomes separated from the Department by reason of retirement or death shall be paid (or his estate shall be paid) a sum of money equal to the number of sick days accumulated by said member, not to exceed a maximum of 40 days, multiplied by his prevailing rate of pay on the date of his retirement or death. Employees hired after January 1, 2000, shall not be entitled to payment for accumulated sick days upon retirement or death. The parties agree not to negotiate changes to this section 4(3) and 4(4) in the future.

4. An employee who becomes separated from the Department by reason of resignation and who gives at least two (2) weeks' written notice of his intent to resign, shall be eligible to redeem his accumulated sick days according to the following schedule:

0 through 5 years of service	- no redemption of accumulated days;
6 through 10 years of service	- redemption of accumulated days to a maximum of 25
1.1 through 15 years of service	- redemption of accumulated days to a maximum of 50
16 or more years of service	- redemption of all accumulated sick days, subject to

Paragraph 3 of Section 5.

No employee shall redeem more accumulated sick days upon separation from the Department by reason of resignation than (s)he would have been eligible to receive if separated from the Department by reason of retirement or death.

SECTION 5.

If an employee has used three (3) sick days in a rolling thirty (30) day period (a new thirty day period commences after each absence) the Town may request, in its discretion, a doctor's note from the employee supporting his/her next absence from work. The note is for the purpose of confirming the employee was unable to work, but need not identify the particular illness or medical condition, unless said condition impacts upon the officer's ability to perform the essential functions of the job. The Town will reimburse the employee for any out of pocket co-pay costs.

SECTION 6.

If an officer books off sick from his/her scheduled shift, he/she shall not be eligible to work overtime until the earlier of the following occurs: (1) being ordered-in; or (2) a period of 12 hours has passed from the end of the scheduled shift in which he/she booked off sick.

ARTICLE 7 FUNERAL LEAVE

Any employee shall be allowed up to three (3) days time off with pay, provided he loses assigned days, when the employee is actually in attendance at the funeral or engaged in activities in connection with it, following the death of the following relatives: spouse, legal guardian, child, step-child, father, step-father, mother, step-mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, grandchild or any other person living in the employee's household. The Chief may allow additional time when necessary.

One (1) day shall be allowed in connection with the death of a stepbrother, step-sister, son-in-law, daughter-in-law, aunt, uncle, brother-in-law and sister-in-law. The Chief may allow additional time when necessary.

ARTICLE 8
UNIFORMS AND CLOTHING ALLOWANCE

SECTION 1.

Members of the Plain Clothes & Uniform Division of the Department shall be given an annual clothing allowance as follows:

July^{1st} of each fiscal year — \$1,700

Payment shall be made by July 15th.

SECTION 2.

A. All regularly sworn lateral officers appointed to the Department from July 1st through December 31st of any fiscal year shall receive, upon appointment, the full amount of the uniform allowance set forth in Article 8, Section 1. All regularly sworn lateral officers appointed to the Department from January 1st through June 30th of any fiscal year shall receive, upon appointment, the fifty (50) percent of the uniform allowance set forth in Article 8, Section 1. All recruits required to go to POSTC, upon successful completion of the academy, will receive a prorated amount of the uniform allowance set forth in Article 8, Section 1 based upon the month the recruit begins the FTO program. The Town agrees to purchase the POSTC khaki uniform pants and shirts, shoes, belt, jacket, 2 sweat shirts, 1 sweat pant, 4 sweat shorts, 4 t-shirts, 1 baseball cap with logo, 2 POSTC patches, cargo bag and the duty belt and weapon for recruits.

SECTION 3.

Personnel who are off duty due to injury, sick leave or leave of absence on July 1st shall not receive a clothing/cleaning/maintenance allowance. Upon their return to duty, payment equal to 1/12 of the full amount will be paid for each month of the remainder of the fiscal year. Payment shall be computed to the first day of the month the employee returns to duty.

SECTION 4.

Uniforms and police equipment damaged or destroyed in the actual line of duty shall be repaired or replaced by the Town at no cost to the employee upon proof acceptable to the Chief Telephone pagers shall be exempt per General Order #93-1.

Any award made or denied shall be returned in writing to the claimant and to a Union official.

SECTION 5.

Any change of style, type of color of the uniform or attire, or any change of equipment or accoutrements initiated and authorized by the Town shall initially be paid for by the Town, in addition to the clothing allowance.

SECTION 6.

- A. All regularly sworn personnel upon appointment to the Department shall be issued the equipment deemed necessary by the Town.
- B. All regularly sworn personnel shall maintain a complete uniform which shall be in good condition as determined by the Chief. The complete uniform shall be set forth in the Department's General Orders. Uniforms shall be purchased through the clothing allowance or at personal expense. All uniform items shall conform to the Department standards, as determined by the Chief. Any immediate changes to the uniforms required by the Town shall be paid for by the Town.
- C. All personnel on plainclothes assignments may purchase civilian clothing through the clothing allowance. However, personnel on plainclothes assignments shall continue to maintain a "complete uniform."
- D. Certain supplementary uniforms and/or equipment may be purchased at personal expense or through the clothing allowance if such purchase and utilization are approved by the Chief.
- E. All personnel shall purchase road job uniforms consisting of a winter and summer coverall, baseball hat or arctic hat; said uniforms must be specifically approved by the Chief. There will be a phase in period agreed to by the Union President and the Chief during which time either the current or new road job uniform may be worn, except in situations when two or more officers are working on the same job, in which case the same uniform must be worn.
- F. All personnel shall be allowed to purchase a second badge.

SECTION 7.

Each police officer shall, while on duty, carry a Department issued service weapon and Department issued ammunition. Each police officer, while off duty, may carry any revolver or automatic pistol and ammunition that has been approved by the Chief of Police. The Chief shall make a record of the make, type, model, caliber, and serial number of all firearms carried by police officers and such record shall be kept in the officer's personnel file.

SECTION 8.

In addition to the clothing allowance herein provided, the additional sum of one Hundred (\$100.00) Dollars shall be paid annually to each employee who has performed a minimum of forty (40) hours boat patrol exclusive of emergency calls during the previous boating season (Memorial Day to September 30), said sum to be used for the purchase, maintenance and repair of uniforms and footwear peculiar to the boat duty. Authorization for purchases shall be paid by October 15th to each employee who, as stated above, has performed a minimum of forty (40) hours boat patrol exclusive of emergency calls during the previous boating season (Memorial Day to September 30).

ARTICLE 9 **HOLIDAYS**

SECTION 1.

The following holidays shall be granted to all members either as paid holidays or compensatory time off at the option of the member and as provided for hereinafter.

New Year's Day	Fourth of July
<u>Lincoln's Birthday</u>	<u>Labor Day</u>
Washington's Birthday	Columbus Day
Memorial Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter	Martin Luther King Day
Christmas Day	

Any employee who works on Christmas Day, New Year's Day, Fourth of July, or Thanksgiving shall receive an additional eight (8) hours straight time to his shift pay.

SECTION 2.

Employees who are off-duty on any of the approved holidays by reason of sick leave, vacation, regular days off shall receive either a compensatory time off day or a day's pay at straight time at the option of the employee.

Such holidays shall be accumulative, but compensatory time off for purpose of holiday worked or payment in lieu thereof, shall be taken, subject to department need, within ninety (90) calendar days of the holiday; except for Memorial day for which compensatory time may be taken subject to department need as determined by the Chief or his designee within ninety (90) calendar days prior to Memorial Day with the understanding that if the employee takes a day off within the ninety (90) calendar day period prior to Memorial Day and thereafter his/her employment is separated prior to Memorial day one day shall be deducted from his/her paycheck from the Town.

Any banked days not used within the allotted timeframe will be paid out to the employee in the pay period following the ninety (90) calendar days. If the employee chooses to receive a day for the holiday he/she will be paid during said paid pay week.

ARTICLE 10 **OVERTIME**

SECTION 1.

All overtime shall be paid at a time and one-half (1 1/2x) rate and shall be paid for all hours or any portion thereof in excess of eight (8) hours per day or forty (40) hours per week. Said week shall be as defined in Article 13. There shall be no dual relationship between said week and any pay period established by the Town as a uniform administrative policy. There shall be no pyramiding or duplication of payment of overtime hours.

Up to twenty-four (24) hours of overtime may be accumulated to be used as compensatory time off Officers can elect to request compensatory time off in lieu of payment.

Compensatory time off will accrue at one and one-half (1 1/2) hours; for example, if an officer works eight (8) hours of overtime and (s)he requests compensatory time, twelve (12) hours will be added to the Officer's compensatory time off bank. Compensatory time off shall be used in blocks of no less than four (4) hours.

Officers can request to be paid out all or some of their accrued compensatory time during any payroll period. Payment will be made to the officer at his/her straight time hourly rate of pay the officer was receiving at the time the compensatory time was earned.

officers must have the skill and ability as determined by the Chief or his designee, to perform the overtime assignment or be previously assigned to any specific detail, i.e., matrix, boat, or any other special assignment.

Section 1a.

Day off Rights of Refusal/Overtime

1. Officers on a regularly scheduled day off and officers who days off have been changed due to training shall have first right of refusal for overtime.
2. Officers on an approved day off (vacation, holiday, personal or comp day) shall have second right of refusal only when the shift taken off is a full eight (8) hour shift. If he/she takes less than eight (8) hours off; he/she will not be considered on a "day off exception" and will follow paragraph number 3 set forth below.
3. Officers working regularly scheduled shifts, working a swap, or on a day off as result of a swap, are eligible for third right of refusal (before/after).

SECTION 2.

Employees required to work on their day off, whether for a full eight (8) hours or less, shall be paid not less than a full day's pay at a time and one-half (1 1/2x) rate. For the purpose of this Section, a day off shall be as defined in Article 13 - Section 3. The provision of this Section shall not apply to:

1. Employees assigned to Squad C required to work into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to midnight and which was unanticipated by the Department.
2. Employees assigned to Squad D required to work into their first day off in order to complete their scheduled tour of duty or to complete an investigation which originated prior to the termination of their shift and was unanticipated by the Department.
3. Employees who accept an overtime assignment to Squad D which results in less than eight (8) hours' work on any day off
4. Employees who accept an overtime assignment to a parade, public concert, dedication, road race or similar non-profit function. However, the employee shall

be paid for the hours involved with a minimum of four (4) hours. Employees on a regular day off shall have first right of refusal for any such assignments.

5. Once a full eight hour shift/over-time assignment has been offered to all eligible employees, an employee may accept an assignment of less than eight hours without receiving any additional hours not actually worked.

SECTION 3.

Employees who may be required to return to duty to perform overtime duties on a regular working day, such overtime not being contiguous to his regular shift, shall be paid not less than four (4) hours' pay at a time and one-half (1 1/2x) rate. For the purpose of this provision, a regular working day shall be an entire twenty-four (24) hour period commencing at midnight during which the employee is scheduled to commence a regular tour of duty. However, an employee called in prior to his regular tour of duty for time continuing to his regular tour of duty shall be paid at the overtime pay rate, but no less than one (1) hour at said overtime pay rate. Personnel already at the station waiting to go on duty may be assigned and shall be paid at a rate of time and one-half (1-1/2x) for actual time worked. Such overtime pay shall be computed on units of fifteen (15) minutes.

An employee may, in the Chiefs discretion, be offered and voluntarily accept, a change in his/her regular hours of work that would result in said employee not receiving overtime pay. Said employee, however, would retain the right to work his/her regularly scheduled hours in addition to the hours offered outside of his/her regular shift. Further, an employee may be assigned hours outside of his/her regular hours of work by the Chief; in his discretion, to either the detective bureau or to a temporary special assignment and said employee may, at his/her option, choose to work his/her regular shift on the same day of such assignment.

SECTION 3A.

Whenever vacancies occur on any shift, or any shift is to be augmented, such vacancies or augmentation shall be filled pursuant to Article 10, Section 3. Whenever vacancies or augmentation cannot be filled by eligible persons, such vacancies or augmentation shall be accomplished by a mandatory rotation selection of officers to be selected from the updated holdover list. Maintaining the hold-over list is the responsibility of the officer assigned to scheduling.

Mandatory overtime hours shall not exceed 4 consecutive hours either before or after an assigned shift. However, officers on mandatory overtime may, at the conclusion of the overtime hours, voluntarily continue to work additional hours, if approved by the Chief or his designee. The exception to mandatory overtime hours not exceeding 4 consecutive hours in a 24 hour period, shall be special events such as the Branford Festival, 4th of July celebration or any other unscheduled event or circumstance which would require additional or maximum personnel.

Overtime for special events, such as the Branford Festival, Fireworks or Parades, may be filled in advance, as determined by the Chief of Police or his designee, rather than utilizing

the above-referenced procedure. Specifically, prescheduled events are not subject to Sections 1a and 3A set forth above

SECTION 4.

Whenever vacancies in the patrol officer rank in any regularly scheduled shift occur prior to the start of the shift because of sick leave or other reasons, such vacancies shall be filled, if the Chief chooses to fill same, by an available patrol officer on an assigned day off. An exception to the foregoing shall be vacancies on Squad B and C, in which case the Chief may choose not to fill such vacancy/vacancies, but may assign an officer(s) on a scheduled working day to overtime hours pursuant to the provisions of Article 10 - Section 3.

Any vacancy described above for the position of Patrol Officer shall first be filled by the next available Patrol Officer on the voluntary overtime list. If the vacancy is not filled voluntarily by a Patrol Officer, it will then be offered to a Detective/Sergeant on the voluntary overtime list prior to an order-in. Detectives/Sergeants can work a patrol vacancy if all patrol officers decline the vacancy before a patrol officer is ordered-in. Detectives/Sergeants shall not be subjected to the order-in list to fill a Patrol Officer vacancy.

Any vacancy described above to fill a Sergeant or Lieutenant's shift shall first be filled by the next available Sergeant or Lieutenant on the voluntary overtime list. If the vacancy is not filled voluntarily by a Sergeant or Lieutenant, it will then be offered to a Captain signed-up for overtime. Captains can work a Sergeant or Lieutenant vacancy if all Sergeants and Lieutenants decline the vacancy before a Sergeant or Lieutenant is ordered-in. However, Captains are not subject to order-ins to fill a Sergeant or Lieutenant position.

Whenever vacancies in the patrol officer rank in any regularly scheduled shift occur subsequent to the start of the shift because of sick leave or other reasons, such vacancies shall be filled, if the Chief chooses to fill same, according to the provisions of Article 10 - Section 3.

Whenever vacancies in the supervisory rank (Sgt. - Lieut. - Capt.) in any regularly scheduled shift occur prior to the start of the shift because of sick leave or other reasons, such vacancies shall be filled, if the Chief chooses to fill same, by an available supervisory officer on an assigned day off.

Whenever vacancies in the supervisory officer rank in any regularly scheduled shift occur subsequent to the start of the shift because of sick leave or other reasons, such vacancies shall be filled, if the Chief chooses to fill same, according to the provisions of Article 10 - Section 3.

Regular officers may make themselves available for overtime squad assignments on each of their two (2) regular days off as enumerated below:

A	B	BL		
1-2	1-2	1-2	1-2	1-2
AA	AA	-A	AA	- A
BB	BB	BB	BB	- B
CC	CC	-C	CC	CC
D-	D-	DD	DD	DD

If no regular officer on a scheduled day off is available to fill a vacancy the Chief chooses to fill, or to be assigned to augment a regular shift, a regular officer who is on duty on a scheduled working day may be assigned.

However, at no time shall any officer be assigned to work on Squad D followed by Squad B unless deemed to be in the best interest of the Department as determined by the Chief

When a regular officer is not available to fill such vacancy or augmentation desired by the Chief, supernumerary officers may be assigned.

"Available" shall mean an employee has signed the station extra duty sheet and has been offered and accepted an overtime assignment prior to the preparation of the daily detail, or, can be contacted by the Chief when the daily detail is being prepared.

Subject to the above, regular officers shall have first preference to the available vacancies.

"Augment" shall mean an eight (8) hour overtime assignment to a regular shift (A-B-C-D and those shifts enumerated in Article 13, section 4) desired by the Chief

Available jobs, patrol shifts and extra duty assignments that start at 00:01 will begin to be filled at 0900 the prior day with the following exceptions: (1) Shifts or assignments that fall between 00:01 on a Saturday (A Squad) through the conclusion of B Squad the following Tuesday will begin to be filled at 09:00 the preceding Friday; (2) a holiday that is being recognized on a Friday will be filled starting at 09:00 on Thursday; and (3) if a holiday is being recognized on a Monday it will begin to be filled at 09:00 the preceding Friday.

Any employee who has already committed himself to an out-of-station assignment is not "available" and cannot abandon a commitment to claim a new assignment. Any employee who has already committed himself to an extra police duty assignment may abandon that assignment to claim an out-of-station assignment.

If a scheduling mistake is made inadvertently, such action shall not be a grievable item.

Personnel assigned to detective, plainclothes, court liaison or other special assignments shall continue to be an exception to replacement.

ARTICLE 11 VACATIONS

SECTION 1.

Employees shall be granted time off with pay for vacations according to the following schedule:

For the purpose of this Article, the "years of service" mentioned hereinafter shall be calculated to the anniversary date of the member's appointment to the Department as a regular.

Five (5) days after the first year of service.

Ten (10) days after two (2) years of service.

Fifteen (15) days after seven (7) years of service.

Twenty (20) days after thirteen (13) years of service.

Twenty-two (22) days after eighteen (18) years of service.

Twenty-six (26) days after twenty-five (25) years of service.

SECTION 2.

The vacation period shall be between July 1st through June 30th of the following year, and each employee shall be afforded the opportunity to be off on vacation within the year.

SECTION 3.

Vacation time shall be taken in increments of not less than one-half (1/2) of a working day.

SECTION 4.

Any vacation time remaining unused at the end of the vacation period, shall be paid to the member at his regular rate. Such payment shall be made during the last week of the fiscal year.

SECTION 5.

Vacation time or holiday time that is cashed out during the fiscal year in lieu of time off will be used in the calculation of an employee's pension for any employee hired prior to the signing of this Agreement which expires June 30, 2013. However, such payment shall not be used in the calculation of an employee's pension for any employee hired after the signing of this Agreement which expires June 30, 2013.

SECTION 6.

Each employee may choose to exchange in each contract year up to three (3) days of paid sick leave for three (3) days of paid personal leave. Said personal days may be taken any time during the fiscal year with the prior written approval of the Chief or his designee, which approval will not be unreasonably withheld. Personal days may be taken in four (4) hour increments. However, the employee must, except in the case of an emergency, make a written request to the Chief not later than two (2) days in advance. However, requests for personal days made with less than the required notice, that arise due to an emergency may be granted in the discretion of the Chief or his designee.

ARTICLE 12

SENIORITY

SECTION 1.

The seniority rights of all members of the Department shall be based upon length of service only and shall be determined from the day such person or persons were officially appointed as a regular officer in the Department.

It is provided, however, that there shall be seniority in rank and that rank seniority shall be an exception to Section 1. Rank seniority shall accrue from the first day of appointment to any given rank. However, rank seniority shall not be considered in case of layoff as in Section 5 below.

SECTION 2.

Seniority shall not be broken by vacations, sick time, or any suspension that is less than thirty (30) consecutive working days in duration, or any authorized leave of absence of less than one (1) year.

SECTION 3.

Employees who may resign voluntarily, or who may be discharged for just cause, or who may take a leave of absence without pay for the purpose of working for another employer shall lose all seniority and shall cease to accrue benefits.

SECTION 4.

In the event of a dispute between employees concerning any issue not covered by the terms of this Agreement, all other things being equal, seniority shall prevail.

SECTION 5.

In the event of a reduction in force, layoffs shall be in the inverse order of hiring and recall shall be by seniority. For the purpose of the Section, rank seniority shall not prevail.

SECTION 6.

Loss of Seniority:

An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within ten (10) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (6) is absent from work without proper notification of absence to the Town;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal to eighteen (18) months from the date of an injury; or
- (8) is laid off in excess of recall rights.

An employee whose seniority is lost and employment is separated for any of the reasons outlined in this paragraph, shall be considered a new employee if (s)he is again rehired by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 13

HOURS OF WORK/BIDDING

SECTION 1.

A work period shall commence at 0001 on Monday and continue for eight (8) consecutive weeks terminating at 2400 on Sunday when a new work period will commence. Each work period shall encompass hours designated in the following manner:

<u>SQUAD A</u>	0001	- 0800
<u>SQUAD B</u>	0800	- 1600
<u>SQUAD BL</u>	1000	- 1800
<u>SQUAD C</u>	1600	- 2400
<u>SQUAD D</u>	1800	- 0200

In the event an employee assigned to Squad D successfully bids a Squad A assignment which will result in an overlapping shift on the change-over, he shall work Squad C on the last Sunday of the work period. Similarly, an employee assigned to Squad **D** who successfully bids a Squad **B** assignment which will result in only six (6) hours rest, shall be assigned to Squad C on the last Sunday of the work period.

Hours of work and work schedules for all members of the bargaining unit shall be reflected in the department's scheduling software. The Chief of Police or his designee has the flexibility to modify the Captain's schedules based on operational needs. However, any changes to a member's schedule must be reflected in the scheduling software prior to any changes and must be in accordance with Section 2 set forth below. All scheduling changes shall be approved by the Chief or his designee.

SECTION 2.

Each employee shall work five (5) consecutive days, eight (8) hours per day, followed by two (2) consecutive days off unless hours of work are changed in accordance with Article 13, Section 3. (It is recognized that during the first and last seven (7) days of any work period that days on duty and days off duty may not be truly consecutive. This is dependent upon the employee's selection of squad and days off during the preceding and succeeding work period).

In the event an employee is late for roll call;

- a. On a regularly assigned shift he shall be docked the amount of pay involved computed to the minimum tenth (1/10) of an hour. Should the employee be required to work beyond the normal termination of his shift, time and one-half pay (1-1/2x) shall not commence until, a full eight (8) hours have been worked. Such overtime shall be subject to Article 10.

- b. On an assigned overtime shift he shall be paid for actual time worked computed to the maximum tenth (1/10) of an hour.

The foregoing provision does not in any manner abridge or replace the Chiefs disciplinary options for punctuality violations.

SECTION 3.

For the purpose of this Article, a day off shall be an entire twenty-four (24) hour period commencing at 000Yuring whidh an employee assigned to Squad A=B=13L-C is not scheduled for a tour of duty.

Days off for employees on Squad D shall be two (2) consecutive days following the date of their fifth (5th) day of duty reporting time, unless changed as specified herein.

The Chief may change the shift/day(s) off of any employee or assign such employee to any consecutive eight (8) hour tour of duty for the purpose of the employee participating in any in-service training program by giving the employee written notice of the change seven (7) days in advance. Any employee may waive the notice when circumstances are present which preclude advance notice. The employee shall revert to his original shift/day(s) off at the conclusion of the in-service training program.

Officers assigned to training, who have completed five (5) hours or more of training on a shift shall have satisfied the minimum hours of work to receive eight (8) hours of pay. If an Officer assigned to training completes less than five (5) hours of training, he/she will be assigned to work the remainder of the shift by the Chief or his designee.

An officer may request to voluntarily change his/her shift/days off with the approval of the Chief or his designee if: the change does not result in any other eligible officer being denied overtime or force any other officer into mandatory overtime. If, however, mandatory overtime occurs after the change of shift or days off an officer must work the mandatory overtime which shall not be a violation of this section.

The Chief may change the hours of work for any officer whenever it is deemed necessary to carry out an investigation or special assignment. The employee will have the option of working his/her regular shift in addition to the additional hours of work. However, hours of work in excess of 16 consecutive hours must be specifically approved by the Chief or his designee.

SECTION 4.

Available patrol assignments and corresponding days off shall be made by the Chief in accordance with Exhibit A.

The Town shall maintain the following supervisory positions:

- 2 Captains
- 3 Lieutenants
- 6 Sergeants

In addition to the above, the Town shall maintain 2 additional supervisory positions.

All probationary patrol officers shall be excluded from the bid process unless and until successful completion of probation. Said assignment shall be made at least six (6) days prior to the commencement of the work period.

Effective upon the ratification of this Agreement:

- 1) All of the squads will be treated as separate squads for the purpose of time off as provided in the collective bargaining agreement.
- 2) The total number of bid slots will be equal to the number of available employees plus one (1) until the number of bid slots exceeds twenty-nine (29) at which time the number of bid slots will equal the number of available employees.
- 3) The A-squad slot with Tuesday-Wednesday as assigned days off can be removed at the discretion of the Chief or his designee during the posting of a new bid cycle resulting in a six officer bid. If, however, the A-squad position is removed, the Chief or his designee will reassign the removed bid slot in the following order:
 - a) Slot BL with Saturday - Sunday as assigned days off
 - b) Slot BL with Thursday - Friday as assigned days off
 - c) Slot BL with Sunday - Monday as assigned days off.

If all of the bid slots are filled, the Chief or his designee will add a slot to the BL or D squad.

- 4) As a result of the bid, if the number of bid slots exceeds the number of officers by more than one (1) slot, the Chief or his designee may remove bid slots in the following order:
 - a) Slot BL with Sunday Monday as assigned days off
 - b) Slot D with Thursday- Friday as assigned days off
- 5) Any additional slots will be made in the discretion of the Chief or his designee. When a bid slot that is removed as a result of the bid, officers will be replaced on the bid in accordance with 3(a)(b) and (c). Once the entire bid is filled any other new bid slots will be made at the discretion of the Chief or his designee.

- 6) If the Chief or his designee exercises his right to remove the A squad bid slot, as set forth above, at no time will the A squad have less than four (4) officers scheduled to work on the shift,
- 7) The Chief or his designee will assign two (2) officers to a traffic squad. The initial assignment will be for a period of one (1) year; thereafter, the Chief or his designee will determine the length of the assignment. The officers assigned to the traffic squad will not be included in the bidding procedure. If the Chief or his designee removes an officer from the traffic squad, his new assignment will start at the beginning of a bid cycle.
 - a. Officers who are assigned to the traffic squad will receive the shift differential equal to the C-squad for all hours worked.
 - b. Officers assigned to the traffic squad will have their hours assigned by the Chief or his designee two (2) weeks in advance. The traffic officer may, at his option, agree to less than two (2) weeks notice. The days off for the officers assigned to the traffic squad will be Sunday/Monday.
 - c. Officers assigned to the traffic squad will not be used either for the purpose of bridging or counting toward the minimum manpower of any squad.
 - d. At the Chiefs discretion, the traffic squad may be reassigned to patrol at the beginning of any bid period.

SECTION 5.

Patrol assignments and corresponding days off during each work period shall be established by a seniority bidding process. Assignments and corresponding days off for each work period shall be posted on the roll call bulletin board at least twenty-five (25) days prior to commencement of the work period. A bid sheet shall be posted simultaneously. Employees shall bid their choice of assignment and corresponding days off at least fourteen (14) days prior to commencement of the work period. The Chief shall make assignments based on the seniority bidding process and post the work period schedule at least six (6) days prior to commencement of the period.

Should two (2) or more employees share an identical date of appointment and seniority cannot be clearly established as outlined in Article 12, the employees' names shall be listed in alphabetical order and they shall alternate as senior officer bidding patrol assignments each work period. However, the seniority for future employees will be determined on the date of appointment; no new hires will be appointed on the same day.

Eligible employees assigned to the Patrol Division shall bid a number of assignments equal to his numerical standing on the seniority list. Employees who fail to bid shall be assigned by the Chief

Employees off duty on extended sick leave, injury leave, or for any other reason who, based upon a written statement of their treating physician, will be back to work during the first two (2) weeks of the work period, shall be eligible to bid. Should the employee return to work unexpectedly during the work period, (s)he shall be assigned by the Chief.

Employees off duty on extended sick leave, injury leave, or for any other reason which is anticipated to continue through the work period shall not bid. Should the employee return to work unexpectedly during the work period, he shall be assigned by the Chief and remain on that assignment until the next scheduled bid.

Employees transferred to the Patrol Division shall be assigned by the Chief and shall remain on that assignment until the next scheduled bid.

SECTION 6.

Daily scheduling of assignments shall continue to be made pursuant to Article 10.

SECTION 7.

Employees assigned to the detective division or other special assignments shall have two (2) consecutive days off, as determined by the Chief or his designee.

SECTION 8.

An employee may work for or exchange working time with another employee, provided that:

1. There is no added cost to the Department or Town.
2. Employees entering into such agreement receive the approval of the Chief, or in his absence from headquarters, the approval of the officer in charge.
3. If an officer ("officer 1") swaps shifts with another officer ("officer 2"), officer 1 assumes the responsibilities of officer 2; meaning officer 1 will no longer be considered on a day off if officer 1 otherwise would have been, on the day of the swap officer 1 will be placed on the order-in list in the place of officer 2, on the day of the swap officer 1 will be subject to order-overs in place of officer 2. However, officer 1 cannot work sixteen (16) straight hours, unless (s)he agrees.
4. Officers ordered-in or held over while working a swap will receive credit on the hold-over list.

SECTION 9.

Any employee who is required to return to duty as part of an SRT assignment may, with the approval of the Chief whose decision shall be final and binding, be allowed a period of time off, not to exceed eight (8) hours, after the conclusion of the SRT assignment before beginning his regularly scheduled shift.

SECTION 10.

When there is no Lieutenant scheduled on a shift for an entire bid, the most senior Sergeant on the shift will be assigned by the Chief or his designee to fill-in for and assume the responsibilities of a Lieutenant. The Sergeant assigned to fill-in for a Lieutenant will receive a Lieutenant's hourly rate of pay for time actually worked.

ARTICLE 14
REQUEST FOR AND GRANTING OF TIME OFF

SECTION 1.

Filling open patrol shifts and extra duty assignments:

All open patrol shifts and extra duty assignments that start at 00:01 will begin to be filled at 09:00 on the prior day with the following exceptions:

1. Open weekend shifts that fall between 00:01 on Saturday (A Squad) and 16:00 on the following Monday will be filled starting at 09:00 on Friday.
2. If a holiday has an impact on the schedule, i.e. Thanksgiving is always on a Thursday. Shifts will be filled starting on Wednesday at 09:00 until 16:00 on Friday (the conclusion of B squad). The same process will be followed if a holiday falls on a Friday or a Monday. The shifts will either be filled a day earlier or be extended a day later.

SECTION 2.

In order to efficiently run the department, officers will be granted time off as follows:

- A. Two (2) officers will be allowed time off each shift with the following exception: one officer (1) will be allowed time off on the BL shift and the D shift.
- B. One (1) Supervisor will be granted time off per shift.
- C. Time off for vacation, holidays, compensatory time and personal days is treated equally, meaning a request for a certain category of leave does not trump a request off for another category of leave, i.e., a request for vacation does not take priority over a request for compensatory time off
- D. Additional officers may be granted time off in the sole discretion of the Chief or his designee which shall not set a precedent or practice.
- E. The granting of time off will be based upon seniority, the position/job classification of the officer requesting time off and the number of employees who have already been granted time off.
- F. Officers shall submit time off requests to the scheduling officer two (2) days in advance of the requested time off.
- G. Officers requesting time off on a Sunday and/or a Monday must submit time off requests by 12:00PM on the preceding Friday.
- H. Officers requesting time off on a holiday weekend, when the holiday falls on a Friday, shall submit their time off request for Saturday, Sunday or Monday by 12:00PM on the preceding Thursday.

- I. Officers requesting time off on a holiday weekend, when the holiday falls on a Monday, shall submit their time off requests for Sunday, Monday or Tuesday by 12:00PM on the preceding Friday.
- J. Officers who request time off within a current bid cycle will be approved or denied within 48 hours of the requested time off.
- K. If an Officer is not working on a Friday or is working the C or D shift on a Friday, who wants to request time off on Sunday or Monday, he/she can call the scheduling officer before 12:00PM on Friday to request time off. The scheduling officer will fill out a time off slip for the Officer. Personal contact must be made directly with the scheduling officer or his/her designee; voice mail, text messages or other communications are not acceptable. (The same procedures for holiday weekends apply as stated herein.)
- L. Emergency time off on a Saturday or a Sunday that is not substituted in a timely manner will be considered on a case-by-case basis and may only be granted at the discretion of the Chief of Police or his designee. Approval of emergency time off shall not set a precedent or a practice for future requests for time off that are not submitted in a timely manner.

ARTICLE 15

EXTRA OR SPECIAL POLICE DUTY

SECTION 1.

The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article, shall mean police duty for which an employee is paid by the Special Services Account.

NOTE: In connection with "Extra Police Work" or "Extra Police Duty" the Chief may, at his/her discretion, assign a supervisor (sergeant or above) to events and activities and for any such supervisor the hourly rate shall be an additional fifty cents (\$.50) per hour.

SECTION 2.

- A. Employees who desire assignments to extra duty work shall notify the Chief or Deputy Chief or any other person designated by the Chief and must be available for such assignment.
- B. "Available" shall mean an employee has signed the Special Police Duty sheet and has accepted a Special Police Duty assignment prior to the starting time of the assignment, or can be contacted by the chief or his designee when the Special Police Duty schedule is being made. The Special Police Duty schedule will be made after 0900 on a daily basis for scheduled assignments commencing after 0001 hrs on the following day.

Interim requests for Special Police Duty will be filled as received utilizing the sign-up sheet.

C. Day off Right of Refusal/Extra

1. Officers on regularly scheduled day off and officers whose day off has been changed due to training, shall have first right of refusal for overtime.

2. Officers on an approved day off (vacation, holiday, personal or comp day) shall have second right of refusal only when the shift taken off is a full eight (8) hour shift. If he/she takes less than eight (8) hours off, he/she will not be considered on a "day off exception" and will follow paragraph 3 set forth below.
3. Officers working regularly scheduled shifts, working a swap, or on a day off as a result of a swap, are eligible for third right of result (before/after).

All available regulars on a scheduled day off shall have first right of refusal for any special Police Duty. All available regulars before/after shift shall have second right of refusal for any Special Police Duty.

Full-time officers shall have the first right of refusal for special duty contracted by the Pine Orchard Association at the rates listed below.

If a scheduling error is made inadvertently, such action shall not be a grievable item.

SECTION 3.

Any extra duty performed for any party, other than the Board of Education and Associations, shall be known as private duty. All private duty wherein the primary function is the direction of traffic shall be known as "Traffic". All other private duty shall be known as "Security".

SECTION 4.

All extra duty work listed below shall be paid at time and one-half (1 1/2) the top step patrolman's pay.

Traffic
Security

However, the hourly rate shall be reduced by 10 % if said work is performed on behalf of or funded by a student organization.

All Extra Police Duty shall be a minimum of five (5) hours pay.

An exception to this section shall be Parker Park assignments which shall be the supernumerary rate of pay.

In the event a contractor cancels a job less than an hour before the requested start time, the officer will receive five (5) hours private duty pay.

SECTION 5.

All private duty assignments performed where the primary function is traffic and performed on Saturday or Sunday shall be paid at double time (2x) the top step patrolman's hourly rate of pay.

SECTION 6.

All hours worked in excess of eight (8) hours in any one day on any private job shall be paid as follows:

Traffic - Double time (2x) the top step patrolman's hourly rate of pay.

Security - Double time (2x) the top step patrolman's hourly rate of pay.

SECTION 7.

Officers shall be paid for all private work performed on any holiday as follows:

Traffic - Double time (2x) the top step patrolman's hourly rate of pay.

Security - Double time (2x) the top step patrolman's hourly rate of pay.

SECTION 8.

The Town shall be responsible for the billing, payment, and maintenance of records for extra duty assignments.

SECTION 9.

An officer who retires from the Police Department in good standing and who retains employment as a Supernumerary shall have first right of refusal to a Supernumerary assignment and shall receive the applicable supernumerary rate of pay.

ARTICLE 16
RATES OF PAY

SECTION 1.

The following grades of patrolman are hereby established:

Patrolman Grade C twelve (12) months

Patrolman Grade B2 twelve (12) months

Patrolman Grade B1 twelve (12) months

Patrolman Grade A

A new employee shall commence his duties as a Patrolman Grade C and shall serve in said grade for a maximum period of twelve (12) months. During the twelve month period, the officer will receive the state mandated FTO training; however, if the FTO instructor believes further training is necessary, a request for said training should be made to the Chief, who will decide if further training will be provided. Thereafter, the patrolman shall be promoted to Patrolman Grade B2 and shall serve in said grade for a maximum period of twelve (12) months, after which he shall be promoted to Patrolman

Grade BI in which grade he shall serve a maximum of twelve (12) months, after which he shall be promoted to Patrolman Grade A. The Town reserves the right and privilege of reducing the maximum time to be served in each of the above grades by earlier promotions and further reserves the right to waive service in the above grades entirely.

SECTION 2.

A. The rates of pay for members of the bargaining unit shall be shown in the Appendix as follows:

Fiscal year — 2017-2018 — 2.5% (retroactive for employees on the payroll as of ratification and approval of this Agreement)

Fiscal year — 2018-2019 — 2.5% (retroactive for employees on the payroll as of ratification and approval of this Agreement)

Fiscal year — 2019-2020 — 2.5%

Fiscal year — 2020-2021 — 2.5%

Fiscal year — 2021-2022 — 2.5%

SECTION 3.

Effective with the signing of this Agreement that expires on June 30, 2022, the base pay of the Patrol Sergeants shall be increased by five-hundred dollars (\$500.00) after the general wage increase has been applied.

Effective July 1, 2019, the base pay of the Patrol Sergeants shall be increased by five-hundred dollars (\$500.00) after the general wage increase has been applied.

An overtime roster will be prepared by the Chief or his designee and posted. Overtime will be distributed as fairly and equitably as possible. Regular full-time Police Officers shall receive preference for all overtime and extra-duty work. Refusal to accept overtime will be recorded accordingly.

Officers working the C shift will receive a shift differential premium of twenty-five cents

(\$0.25) per hour; officers working the D shift will receive a shift differential premium of thirty-five cents (\$0.35); and officers working the A shift will receive a shift differential premium of forty-five cents (\$0.45) per hour.

ARTICLE 17 HEALTH AND MEDICAL PLAN

SECTION 1.

A. The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health plan(s)).

Following thirty (30) days of employment, the Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)).

All eligible employees and dependents will have the choice of enrolling in the following medical options: a Century Preferred \$25 Co-Pay Plan or a \$1,500/\$3,000 deductible HDHP plan. Employees may remain enrolled in the \$1,500/\$3,000 deductible HDHP until June 30, 2019. If employees enroll in the \$1,500/\$3,000 deductible HDHP the Town will contribute \$625 each plan year to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year.

On July 1, 2019, the current \$1,500/\$3,000 deductible HDHP plan will change to a \$2,000/\$4,000 HDHP plan with a Town contribution equal to 50% of the applicable \$2,000/\$4,000 deductible. The Town's contribution will be prorated for new hires based upon the month of the fiscal year that they are covered by the HDHP,

Effective July 1, 2019, anyone who wishes to remain covered by the Century Preferred plan must pay the difference (buy-up) through payroll deduction between the Town's cost for the HDHP plan, including the Town's deductible funding, and the cost of the Century Preferred plan.

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) calendar days prior to said change or as soon as practicable.

All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

- 1) As soon as practicable after the signing of this Agreement which expires on June 30, 2022, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred	17%
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HDHP	10%
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- 2) Effective July 1, 2020, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP	11%
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3) Effective July 1, 2020, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP	12%
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4) Effective July 1, 2021, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP	13%
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B. Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$2,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$1,000 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program. Employees whose spouse has access to either Town or Branford Board of Education medical benefits shall not be entitled to receive payments for waiving insurance coverage.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefit plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the prorata share of any waiver payment made.

- B. The Town will provide life insurance coverage for employees in the amount of \$100,000.

SECTION 2.

- a. Effective as set forth in Section 1 above, each employee who retires and who has completed at least twenty-five (25) or more years of service with the Branford Police Department shall be provided with the following medical insurance coverage for the retiree and his/her spouse
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1. Anthem Blue Cross and Blue Shield Century Preferred
2. Dental Plan

If an employee retires after completing at least twenty-five (25) or more years of service with the Branford Police Department and (s)he is under the age of fifty (50), the cost of the insurance benefits set forth in 2(a) shall be paid 100% by the Town for the retiree only, i.e., no spousal contribution, until the retiree reaches the age of fifty (50), at which time the Town will contribute towards the cost of insurance in accordance with 2(d) below.

If an employee retires as a direct result of an injury sustained in the line of duty which makes him/her medically unable to ever again perform the essential functions of a police officer, the Town shall pay the cost of COBRA for a period of up to eighteen (18) months from the date of retirement.

The retiree and his/her spouse understand that the coverage listed above will change in accordance with future changes in coverage made for bargaining unit members by the Town.

- b. Each employee who retires from the Branford Police Department due to a permanent and total disability arising from the performance of his duties as a police officer and who is physically incapable of gainful employment shall be provided with the same medical coverage as set forth in Section 2(a), above, for the retiree and his spouse only. The Town may require an annual review of the disabled retiree's physical condition to determine continued eligibility to receive this benefit.
- c. When the retiree or spouse is eligible for Medicare, the Town shall provide and pay for the Plan F supplement to Medicare, if available, or the most recent Plan supplement to Medicare in lieu of the insurance coverage described in 2(a) above.
- d. The cost of the insurance benefits set forth in 2(a), 2(b) and 2(c) above shall be paid 100% by the Town for the retiree and 50% by the Town for the retiree's spouse. The obligation of the Town to provide or pay for the cost of the benefits set forth above in 2(a), 2(b) and 2(c) shall continue only during the life of the retiree; provided that the retiree and his spouse shall remain eligible for those benefits under the regulations of the insurance carrier.

If the retiree or his spouse is offered comparable insurance coverage to the insurance coverage being offered by the Town, said retiree and his spouse shall not receive the insurance offered by the Town. If there is a premium share required by the insurance plan, the Town shall reimburse the retiree for said cost. However, if the retiree or his spouse thereafter become ineligible for the insurance, the retiree and his spouse shall receive the insurance benefits offered by the Town, as set forth in this section.

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- e. No insurance claim, cost premium or payment shall be made retroactively from the date of the execution of this Agreement.
- f. In the event any police officer dies in the line of duty, his surviving spouse shall be provided with the insurance benefits set forth in 2(a) and 2(c) above. The Town shall pay 50% of the cost of these benefits unless and until the spouse (i) remarries, (ii) has similar insurance benefits available to her through her employer, or (iii) is otherwise ineligible for these benefits under the regulations of the insurance carrier.
- g. For a spouse to be eligible for medical benefits in accordance with the requirements of this Section, (s)he must: (1) be the spouse of the employee at the time of retirement as set forth above and in accordance with Section 2a, and thereafter remain the employee's spouse; (2) be the spouse of the employee at the time of permanent and total disability, as set forth above and in accordance with Section 2b, and thereafter remain the employee's spouse; or (3) be the employee's spouse at the time of death, as set forth above in and in accordance with Section 2f
- h. Employees hired after January 15, 2010 will be entitled to medical insurance coverage in accordance with the requirements of Section 2; however, the spouse of an employee hired after January 15, 2010 will not be entitled to medical insurance coverage.

ARTICLE 18

PROBATIONARY PERIOD

New employees shall serve a probationary period of twelve (12) months, exclusive of time spent during their recruit and in-service training programs, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement except Article 3 and Article 4, in the event of discharge before completion of probationary period. Days lost from work in excess of ten (10) consecutive work days, for any reason during the probationary period shall not be counted for purposes of computing the probationary period. All employees after completion of probationary period shall acquire length of service records, as of their date of employment.

ARTICLE 19

GENERAL PROVISIONS

SECTION 1.

Members shall not, under any conditions be required to transport persons in the Town Ambulance or Town police motor vehicles when it is known that such persons are suffering

from serious communicable diseases, and whenever persons meeting this health description become police custody, and it is necessary for Department employees to be in close proximity to such persons, the Department shall provide such employees with protective equipment and take any other measures that will tend to safeguard the health of the employee.

SECTION 2.

Watches and jewelry (as approved by the Chief and not to exceed \$250.00 per item), eyeglasses, clothing, and entures lost, or other personal items damaged or destroyed in the actual line of duty, shall be repaired or replaced, as the case may be, by the Town, which then may be claimed under Worker's Compensation where applicable. This is not intended to insure for personal loss due to negligence.

SECTION 3.

The Police Union shall be permitted to place notices on a bulletin board to be provided in a conspicuous place.

SECTION 4.

Any member of the Department injured or otherwise disabled while making or attempting to make an arrest, or in the performance of any recognized police duty during his off-duty time shall be entitled to full pay during the time necessary to recover. Where applicable, appropriate claims shall be made under Worker's Compensation.

SECTION 5.

All books, pamphlets, pads, and other similar required equipment used in the Department training program shall be provided by the Town at no cost to the members attending.

SECTION 6.

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

SECTION 7.

The Town agrees to continue in force all benefits of whatever nature presently enjoyed by the members, not covered by the terms of this Agreement, unless specifically modified or abridged by this Agreement.

SECTION 8.

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police Employees shall not be required to operate vehicles with unsafe equipment.

SECTION 9.

- A. Police Union officers and delegates shall be allowed time off to attend Union meetings and functions without loss of pay; provided the aggregate time off per year shall not exceed sixty (60) hours. No more than two (2) members will leave a duty shift to attend such sessions.
- B. The Chief of Police shall permit two (2) or more on duty Union members to attend any legally constituted Union meeting of Unit 459. UPSEU/COPS conducted within the geographical limits of the Town of Branford. However, such on duty Union members shall leave the meeting and immediately respond to any request for police service when directed by the shift supervisor or other superior officer.

SECTION 10.

The officers and representatives of the Union shall be granted reasonable time off without loss of pay to negotiate the contract, handle grievances and arbitration, and complaints, and meet with Town officials to discuss and confer on items of mutual benefit. No more than two (2) members shall leave a duty shift to attend such sessions,

SECTION 11.

The Town agrees to effectively assist any member in collecting any witness fee or fees due such member by reason of his response to a subpoena, issued by an attorney in connection with any court case, and when the attorney issuing such subpoena fails, neglects, or refuses to pay such member the witness fee or fees due him as provided by law.

SECTION 12.

No employee of the Department shall be required to install, repair or replace any permanent traffic control signs, except in an emergency (such as propping a fallen stop sign until other Town employees can permanently repair same). Temporary signs, such as cardboard emergency "No Parking" signs, shall be installed by the command as ordered by the Chief

SECTION 13.

The Department shall continue to furnish necessary equipment as it has customarily furnished in the past, shall maintain the same in good working order, and employees shall utilize such equipment when so directed by the Chief.

SECTION 14.

A member of the Department may be granted a leave of absence without pay, provided, however, that during the period of said leave of absence, said member shall not be entitled to accrual of benefit time nor payment for sick days, holidays, vacations, nor insurance benefits during his absence. Special consideration for medical insurance and other benefits may be given when such leave is for medical reasons.

SECTION 15.

Employees shall not be required to shovel snow, wash vehicles, or perform non-police duties.

SECTION 16.

The Town shall supply the Police Department with appropriate volumes of the Connecticut General Statutes Annotated and the Branford Street Directory.

SECTION 17.

The Town shall insure each member of the bargaining unit against false arrest suits, on or off duty, but only while acting as a policeman. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut, thThwn to pay the premium on same. The Town of Branford will provide Police Professional Liability insurance at a limit not less than one million dollars. Each employee agrees to abide by the terms of said policy.

SECTION 18.

In the case of an accident involving the driver of a Police Department vehicle, the driver shall not be relieved of duty, sent home, or any action taken against him unless he is in violation of Department Rules and Regulations or until a complete investigation has been made by the Chief and the driver has actually been found at fault.

SECTION 19.

There shall be no discrimination, coercion, or intimidation of any kind against any employee because of his membership or non-membership in the Union. Each employee has and shall be protected in the exercise of his right, without fear of penalty or reprisal, to join and assist the Union.

Such rights shall include the right to participation in the management of the Union, acting for the Union as an officer and representative, and presenting Union views to the public, to officials of the Town and Department, to the Town Meeting or members of the State Legislature.

SECTION 20.

Every employee shall have the right to review all of his personnel file, upon request to the Chief of Police.

SECTION 21.

An employee shall be granted three (3) days off with pay for the birth his/her child.

SECTION 22.

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town shall pay the employee the differential between his military pay and his regular police salary.

SECTION 23.

No Article or Section thereof in this Agreement shall prevent any member of the Department from holding outside employment, other than police duty, so long as such employment does not conflict with the member's duties as a police officer, subject to the Chiefs approval which will not be unreasonably withheld.

SECTION 24.

The Town may, but need not, operate one or more police boats owned by the Town. Personnel deemed qualified by the Chief may be assigned to duty on the police boat. The scheduling of the police boat will be determined by the Chief or his designee.

Whenever inclement weather is apparent or, is forecast by the weather bureau to be inclement, the Chief may, in his discretion, cancel the boat patrol. If the cancellation is ordered less than one (1) hour prior to the reporting time, the assigned officers shall be compensated four (4) hours pay at the time and one half rate ($1\frac{1}{2}$), unless said assignment is during the officer's regular shift. If the assignment is cancelled after the starting time officers shall be paid for time worked, but in no case less than four (4) hours, unless said assignment is during the officer's regular shift.

Whenever two (2) qualified members of the bargaining unit are not available to man a police boat, the Chief may assign one (1) or more qualified Civilian volunteers as limited duty boat officers to man the police boats. Nothing in this paragraph shall preclude the use of limited duty boat officers in private boats to supplement the Town's police boat.

SECTION 25.

The Department shall have the right, but not the obligation, to employ one or more civilian dispatcher assistants who shall not be members of the bargaining unit, but who shall work under the direct supervision of a sworn regular police officer who shall be in the same building as the civilian dispatcher assistants.

SECTION 26.

The Department shall have the right, but not the obligation, to employ one or more limited duty officers who shall not be members of the bargaining unit, for the sole purpose of parking enforcement, which is defined as tagging improperly parked motor vehicles in Branford's town center revitalization area. Said limited duty officers shall be on foot patrol.

SECTION 27.

Without limiting any current rule, regulation or contractual provision, no employee shall possess, distribute, sell or be under the influence of alcohol during working hours or while operating a Town vehicle. Further, no employee shall possess, distribute, sell or be under the influence of any illegal drug during working hours, during non-working hours or while operating a Town vehicle. Illegal drugs include any controlled substance as defined by applicable state or federal statutes and regulations. Use or possession of a controlled substance during working hours or while operating a Town vehicle which has been prescribed by a medical or dental practitioner licensed to prescribe controlled substances is not prohibited by this Section, but may violate other rules, regulations or contractual

provisions if the employee's ability to do his job safely and properly is unreasonably impaired. This Section is not intended to prevent officers from carrying out their assignments within the scope of their duties as a police officer.

SECTION 28.

All employees hired after the, date of the arbitration award (i.e., August 9, 1991) shall be non-smokers. As a condition of continued employment such employees shall not smoke or use tobacco in any form on duty. Any act committed by an employee in violation of this provision will subject said employee to disciplinary action as deemed proper by the Chief. However, the employee shall be given at least one (1) written warning. Current no smoking rules and regulations shall continue to apply.

SECTION 29.

Officers assigned by the Chief to perform as FTO's shall be paid at a premium rate of an additional 5% of his/her regular rate during the hours that (s)he is actually training other officers or an additional 5% of the overtime rate for patrol officers when actually training officers during overtime hours.

SECTION 30.

The Chief or his designee may assign Officers, regardless of their rank, to any assignment as long as the assignment does not result in an Officer having to supervise a higher-ranking Officer.

ARTICLE 20 LONGEVITY

Employees regularly scheduled to work a minimum of forty (40) hours per week, shall in addition to their regular pay receive the following longevity payment.

Five (5) years' service	\$535.00 annually
Ten (10) years' service	\$625.00 annually
Fifteen (15) years' service	\$735.00 annually
Twenty (20) years' service	\$955.00 annually

Longevity payments shall be made in annual lump sum payments during the first pay period after February P^t of each calendar year.

Longevity payment shall be determined by length of service attained during the calendar year during which it is paid, Longevity payment shall not be paid during the calendar year following retirement or other separation. Longevity shall remain a factor in computing pension payment.

Employees hired after January 15, 2010 will not be eligible for any longevity payments.

ARTICLE 21

PENSION

The benefits and provisions of the Police Pension Trust Fund are in effect and said benefits are subject to negotiations in accordance with a Pension Memorandum of Agreement in effect through August 10, 2031,

ARTICLE 22

PROMOTIONS

All promotions within the unit shall be made from qualified employees within the Department. Promotions shall only be made after competitive examinations conducted by impartial, qualified examiners, and examination results shall be given fair weight in promotions along with other attributes. Nothing herein shall prevent the Commission through the Chief from assigning personnel, regardless of rank, to detective, plainclothes, court liaison, or other special assignments.

If the Chief determines that a promoted employee's work performance is determined to be unsatisfactory within the first six (6) months in the new position, such employee may be removed from the new position and be assigned back into his/her prior position. The decision of the Chief may be appealed to the Board of Police Commissioners. Days lost from work in excess of ten (10) consecutive work days, for any reason during the probationary period shall not be counted for purposes of computing the six (6) month probationary period.

A copy of an employee's evaluation forms shall be made available by the Town and shall be placed in the employee's personnel file.

SECTION 1.

Patrol Officers are eligible for the rank of Sergeant once he/she has successfully completed five (5) years of continuous service in the Branford Police Department.

Lateral transfer officers are eligible for the position of Sergeant upon completing five (5) years of combined service to include time served from a Connecticut municipal or State Police agency and has completed probation at the Branford Police Department.

Any officer on probation, for any reason, will not be eligible to take a promotional exam.

SECTION 2.

Eligible employees applying for the position of Captain must have five (5) years of continuous supervisory service, plus the rank of Lieutenant at the time of the application. The hiring process will consist of a review of the employee's job performance, an oral exam and a written exam. The examination process will be weighted as follows: oral exam (45%); written exam (45%); and past job performance (10%). The Town may, in its discretion, choose to promote any of the top three (3) ranked applicants. For the second and subsequent exams, ten (10) additional points will be awarded to those applicants who have successfully attained at least a bachelor's degree from an accredited college or university.

SECTION 3

The Town shall post a promotional exam at least six (6) months prior to any known supervisory vacancy that is going to be filled according to the collective bargaining agreement. The promotional list **will** expire twelve (12) months from the same day that it was established.

The Town shall post a promotional exam within thirty (30) days of any unexpected supervisory vacancy that is going to be filled according to the collective bargaining agreement. The promotional list will expire twelve (12) months from the same day that it was established.

ARTICLE 23
EDUCATION INCENTIVE

SECTION 1.

Employees who were hired prior to the signing of this Agreement that expires on June 30, 2022, working a minimum of forty (40) hours per week, shall in addition to their regular pay receive the following payment for college credits earned in police science which will be an addition to annual salary or wages and apart from same. Such payment is not part of pension base.

The following payment for college credits earned in police science which will be an addition to annual salary or wages and apart from same with said payment not a part of pension base:

30 credits	\$225
60 credits	\$325
90 credits or A.S. degree	\$475
120 credits or Bachelors degree	\$575
M.S. degree	\$725

College credit payments shall be made in lump sum payments during the first pay period after March 1st.

Regular members of the Department will be eligible for college incentive payments upon meeting the following conditions:

1. Must have earned credits in courses taken in a police science degree program at a fully accredited college. Or, credits to include attendance for the requisite period at an accredited law school .or a course directly related to the criminal justice system as approved by the Chief (his determination is final and binding) - once an employee attains a master's degree in police science, he will be entitled to the master's degree educational incentive.
2. Must have earned the required credits from the police science degree program of a school of higher education that was fully accredited during the enrollment period in which the credits were earned.

3. Must provide proof of accreditation of school giving credits and proof of credits or degree(s) earned.
4. Must be a regular police officer and have been such a member of the Department for a period of three (3) years and attained the rank of at least Grade A Patrolman.

Any prior incentive credits awarded by the Commission prior to this date will be honored through this Agreement and successor agreements.

Employees who have been certified by the State of Connecticut as EMT (Emergency Medical Technician) and so long as they maintain such certification shall be compensated at the annual additional rate of \$150.00 on the first pay period of March. Employees must be a regular member of this department for at least three (3) years to be eligible for such payment.

SECTION 2.

The Town shall pay the cost of tuition for attending up to a maximum of four (4) courses per fiscal year towards an associate's degree, a bachelor's degree or master's degree. Officers will be allowed to take the minimum number of elective courses needed to obtain an associates and/or bachelor's degree.

1. Employees who are afforded the opportunity of attending a school of higher learning shall be required to maintain a letter grade of "C" or better, or if graded on a point system, an average of 2.0 or better. No tuition shall be paid for a succeeding semester when the officer has: (i) received less than a "C" or "2.0", (ii) withdrawn from a course too late for the Town to be fully reimbursed for said course, except for just cause as determined by the Chief, (iii) had an "Incomplete" for any course taken, or (iv) failed to register after having indicated an intent to do so and funds have been allocated to the Department's budget for that purpose.

2. The officer has made his request in writing for tuition reimbursement in time for inclusion in the Department's annual budget request.

3. The officer authorizes the school or educational institution to provide a copy of his final grade to the Department's training officer.

Employees will be allowed to receive tuition reimbursement in accordance with this Article for one (1) associates, one (1) bachelor's degree and one (1) master's degree:

ARTICLE 24 PHYSICAL EXAMINATIONS

The Town shall require an annual physical examination for each employee. The examination shall be conducted by the employee's own physician and the cost of said examination shall not exceed \$100.00 and shall be paid by the Town. The cost of supplemental tests and laboratory work shall be defrayed by Anthem Blue Cross or Blue

Shield benefits; where available. The tests or elements of the examination shall relate only to heart and hypertension issues and shall be agreed upon by the Union and the Town. The results of the examination and the test results shall be reported to the Police Chief and shall be maintained in the employee's medical file. Each employee shall notify the Chief in writing at least ten (10) days prior to the date of a scheduled physical examination if a change of shift/day off is necessary to accommodate the appointment in order that the Town shall not incur any overtime or additional salary costs.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in effect until June 30, 2022. This contract shall after that date remain in effect during negotiations until agreement is reached to amend or modify this Agreement. In the event the Town obtains bids for substitute insurance coverage, it shall meet with the Union and review said insurance carrier substitution, with changes in carriers, if any, subject to mutual agreement. Until an agreement is reached, the present contract will remain in force. The parties agree to meet and discuss a new agreement under the terms of applicable state law.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 21 day of _____ 2019.

UNITED PUBLIC SERVICE EMPLOYEES
UNION/COPS DIVISION

TOWN OF BRANFORD

By: Ronald E. Suraci, Director

James B. Cosgrove, First Selectman

By: Kevin E. Boyle, UPSEU President

By: Margaret Lubberda, Human Resource
Director

By: Stanley Jones, Union President

By: Nathan R. Mulhern, Police Chief

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

June 17th, 2019 to July 14th, 2019

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	1600-2400																												

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SQUAD	17	18	19	20	21	22	23	24	25	26	27	28	29	30	2	3	4	5	6	7	8	9	10	11	12	13	14	
1800-0200																												

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June 17th, 2019 to July 14th 2019

EXHIBIT B
2017-2022 RATES OF PAY

	7/1/2017-6/30/2018	7/1/2018-6/10/2019		7/1/2019-6/30/2020		7/1/2020-6/30/2021	7/1/2021-6/30/2022
CAPTAIN							
ANNUAL	\$ 91,460.34	\$ 93,746.35		\$ 96,090.52	\$	98,492.78	\$ 100,955.10
WEEKLY	\$ 1,758.85	\$ 1,802.82		\$ 1,847.89	\$	1,894.09	\$ 1,944.44
HOURLY	\$ 43.97	\$ 45.07		\$ 46.20	\$	47.35	\$ 48.54
DETECTIVE LIEUTENANT							
ANNUAL	\$ 91,460.34	\$ 93,746.35		\$ 96,090.52	\$	98,492.78	100,955.10
WEEKLY	\$ 1,758.85	\$ 1,802.82		\$ 1,847.89	\$	1,894.09	1,941.44
HOURLY	43.97	\$ 45.07		\$ 46.20	\$	47.35	\$ 48.54
DETECTIVE							
ANNUAL	\$ 88,336.52	\$ 90,544.93		92,808.55	\$	95,128.76	\$ 97,506.98
WEEKLY	1,698.78	\$ 1,741.25		\$ 1,784.78	\$	1,829.40	\$ 1,875.13
HOURLY	\$ 42.47	\$ 43.53		\$ 44.62	\$	45.73	\$ 46.88
DETECTIVE SERGEANT							
ANNUAL	\$88,336.52	90,544.93		\$ 92,808.55	\$	95,128.76	\$ 97,506.98
WEEKLY	\$ 1,698.78	\$ 1,741.25		\$ 1,784.78	\$	1,829.40	\$ 1,875.13
HOURLY	\$ 42.47	\$ 43.53		44.62	\$	45.73	\$ 46.88
SERGEANT			SIGNING - \$50000	7/1/19 \$500.00 Increase			
ANNUAL	\$ 82,473.24	\$ 84,535.07	\$ 85,035.07	87,660.95	\$	89,852.47	\$ 92,098.78
WEEKLY	\$ 1,586.02	\$ 1,625.67	\$ 1,635.29	\$ 1,685.79	\$	1,727.93	\$ 1,771.13
HOURLY	\$ 39.65	\$ 40.64	\$ 40.88	\$ 41.14	\$	42.10	\$ 43.15

EXHIBIT B
2017-2022 RATES OF PAY

11F.1ECIIVP.	7/1/2017-6/30/2018	7/1/ 8 8-6/30/2019		7/1/2019-6/30/2020		7/1/20 0-6 0 021	7/1/2021-6/30/2022
ANNUAL	\$ 82 473.24	\$ 84 5 5.0		\$ 86 64845	\$	88,814.66	\$ 91,035.03
WEEKLY	\$ 1,586.02	\$ 1,62/67		1,666.32	\$	1,70797	\$ 1,750.67
HOURLY	3915	40.64		4166		42.70	\$ 43.-77
Y011111 101 1(1 R							
ANNUAL	\$ 82 - 24	\$ 84,535.07		86,64845	\$	88,814.66	\$ 91,035.03
WEEKLY	\$ 1,586.02	1,62/67		\$ 1,66632	\$	1,707.97	\$ 1,75067
11N. Pt)	\$ 39.65	40.64		41.66		42.70	43.0/
PATROI.							
ANNUAL	\$ 76,46092	5 78 72.44		80,331.75	\$	87 340.04	84,39854
WEEKLY	1,470.40	\$ 1,507.16		\$ 1,544.84	\$	1,583.46	\$ 1,6 3.05
HOURLY	\$ 36.76	\$ 37.68		38.62	\$	39.59	5 4058
SC110 /1. RI SOURCE OFFICER							
ANNUAL	\$ 76,460.92	78,372.44		80,331.75	\$	82,340.04	\$ 84,198.54
WEEKLY	\$ 1,470.40	\$ 1,50716		\$ 1,544.84		1,583.46	\$ 1,623.05
HOURLY	\$ 36.76	37.68		5 38.67	\$	39.59	\$ 40.58


PAIR(11.131	7/1/2017-6/30/2018	7/1/2018-6/30/2019		7/1/2019-6/30/2020		7/1/2020-6/30/2021	7/1/2021-6/30/2022
ANNUAL	\$ 73,871.89	\$ 75,718.69		\$ 77,611.66	\$	79,551.95	\$ 81,540.75
WEEKLY	\$ 142061	\$ 1,45613		\$ 1,492.53	\$	1579.85	1,56804
1.101 JRI Y	\$ 35.52	\$ 36.40		\$ 37.31	5	38.25	39.20
PATROL II'							
ANNUAL	\$ 66,644.24	68,31035		\$ 70,018.11	\$	71,768.56	\$ 73,562.77
WEEKLY	\$ 1,281.62	\$ 1,313.66		1,346.50	\$	1,38016	\$ 1,414.67
HOURLY	32.04	\$ 32.84		5 33.66	\$	34.50	35.37
PATR,(11 C							
ANNUAL	\$ 59,06210	\$ 60,53865		\$ 67,057.17		63,603.42	\$ 65,193.51
WEEKLY	\$ 1,135.81	\$ 1,16420		1,193.31		1,223.14	\$ 1,253.72
110U RLY	\$ 28.40	29.11		\$ 29.83		30.58	\$ 31.34

Town of Branford Police EXHIBIT C INSURANCE PLANS

Below is a brief summary of the benefits covered under the Lumenos plan. It is not intended to be a complete list of benefits

OV \$25; HI Cost Diagnostic \$75;ER \$100; OP \$150 \$500 IP; OC \$75 Includes Health Care Reform Mandates Preventive Care covered 100%			Option V \$2,000/\$4,000 LUMENOS HEALTH SAVINGS ACCOUNT		
COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual 2-member	Not Applicable	\$400/\$800/\$1,000	Annual Deductible (single: family)	\$2,000 / \$4,000	
Coinsurance		30% after deductible	Coinsurance	Not applicable	20%
Coinsurance Maximum (individual/2-member		\$2,400/\$4,800/\$7,200	Out of Pocket Plan Year Maximum (single/ family)	\$2,000 / \$4,000	\$4,000/\$8,000
Cost Share Maximum (deductible --- Coinsurance		\$2,800/\$3,600/\$8,200	Lifetime Maximum	Unlimited	Unlimited
Office Visit Copayment	\$25 per visit	Deductible & Coinsurance	PREVENTIVE CARE		
Hospital Copayment	\$500 per admission	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance
Urgent Care Copayment	\$75	Not Covered	Adult Physical examinations	No cost share	Deductible & Coinsurance
Emergency Room Copayment - waived if admitted	\$100	\$100	Other Preventive Screenings:		
Outpatient Surgery Copayment	\$150	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal, colonoscopy, lipid	No cost share	Deductible & Coinsurance
			Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
PREVENTIVE CARE			Immunizations and Vaccinations (other than those	No cost share	Deductible & Coinsurance
Well child care	No Copayment	Deductible & Coinsurance	HOSPITAL SERVICES		
Well Child Care (including immunizations)			All Inpatient Admissions	Deductible	Deductible & Coinsurance
• 6 exams, birth to age 1			Specialty Hospital - (Rehab)	Deductible	Deductible & Coinsurance
• 6 exams, ages 1 - 5			100 days per member per Calendar Year -additional		Outpatient Surgery in a licensed ambulatory surgical
• 1 exam every 2 years, ages 6 - 10	No Copayment	Deductible & Coinsurance	DIAGNOSTIC SERVICES		
• 1 exam every year, ages 11 - 21			Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
Adult Exams;			High Cost Diagnostic Tests	Deductible	Deductible & Coinsurance
• STANDARD HCR ADULT PREVENTIVE CARE AGE 22+ 1 EXAM PER YEAR			MRI, MRA, CAT, CTA, PET, and SPECT scans		THERAPY SERVICES
			Outpatient Rehabilitation		
Periodic, routine health examinations	No Copayment	Deductible & Coinsurance	Outpatient Rehabilitation and restorative physical.	Deductible	Deductible & Coinsurance
Routine eye exams (1exam every 2 years)	\$25 per visit		Allergy Office Visit/Test i n g	Deductible	Deductible & Coinsurance
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment		Allergy Injections - Immunotherapy or other	Deductible	Deductible & Coinsurance
Mammography (1 exam every calendar year)	No Copayment		EMERGENCY/URGENT CARE SERVICES		
Hearing screening	No Copayment		Emergency Room Treatment	Deductible	Deductible & Coinsurance
MEDICAL CARE			Emergency cost share waived if the Member is admitted directly		
Office visits	\$25 per visit	Deductible & Coinsurance	Ambulance- Land & Air: Paid according to the Department of	Deductible	Deductible & Coinsurance
Outpatient mental health & substance abuse - prior OB/GYN care	\$25 per visit		MEDICAL/SURGICAL SERVICES		
Maternity care - initial visit subject to copayment, no	\$25 per visit		Medical Office Visits	Deductible	Deductible & Coinsurance
Diagnostic lab and x-ray	No Charge		Services of a Physician or Surgeon (Other than a medical	Deductible	Deductible & Coinsurance
High-cost outpatient diagnostic - prior authorization required The following are subject to copay: MRI, MRA, CAT, CTA,	\$75 per visit		SUBSTANCE ABUSE SERVICES		
Allergy services			Outpatient Treatment for Mental Health Care and Inpatient Hospital Services	Deductible	Deductible & Coinsurance
Office visits/testing	\$25 per visit		In a Hospital or Residential Treatment Center for Mental	Deductible	Deductible & Coinsurance
Injections-80 visits in 3 years	\$25 per visit		Inpatient Rehabilitation Treatment for Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
HOSPITAL CARE- Prior authorization required					
Semi-private room (General/Medical/Surgical/Ma	5500 per admission				


Inpatient mental health & substance abuse	\$500 per admission	Deductible & Coinsurance	OTHER MEDICAL SERVICES		
Skilled nursing facility — up to 120 days per calendar year	\$500 per admission		Skilled Nursing Facility	Deductible	Deductible & Coinsurance
Rehabilitative services — up to 60 days per person per	No Charge				
Outpatient surgery — in a hospital or surgi-center	\$150 per visit		Private Duty Nursing	Deductible	Deductible & Coinsurance
			Limited to \$15,000 per Plan Year		
EMERGENCY CARE			Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Walk-in centers	\$25 per visit	Deductible & Coinsurance	Prescription drugs —	After Deductible:	
Urgent care— at particpating centers on/v	\$75	Not Covered	(when purchased from network pharmacy)		
Emergency care — copayment waived If admitted	\$100	\$150 per visit			
Ambulance	No Charge	No Charge			
OTHER HEALTH CARE			Retail Pharmacy:	Deductible	Deductible & Coinsurance per prescription
			The maximum supply of a drug for which benefits will be		
Outpatient rehabilitative services 50 visit maximum forChiro, PT OT and ST per year	\$25 per visit	Deductible & Coinsurance			
Durable medical equipment/ Prosthetic devices Unlimited maximum per calendar year	Covered				
Diabetic supplies & equipment	Covered				
Infertility services (State Mandated benefit levels)	Covered	Deductible & Coinsurance	Mail Order Prescription Drugs: The maximum supply of a drug for which benefits will be	Deductible	Deductible & Coinsurance per prescription
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
PHARMACY Retail 30 day supply Mail Order 90 days: 2 limes Retail			Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Tier 1: Generic Drugs	\$5	Coinsurance	Home health care		
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance	Nursing and therapeutic services limited to 200 visits	Deductible	Deductible & Coinsurance
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance	Home health aide services	Deductible	Deductible & Coinsurance
Annual Maximum per Calendar Year	\$750	Coinsurance	In the Home Hospice Medical Social Services under the	Deductible	Deductible & Coinsurance
Rx edits include: ago/gender; duplicated therapy; Drug to drug Interaction; Step Therapy ; Quantity Limits; Refill too soon					



Memorandum of Agreement

The Town of Branford (the "Town") and Local 459 of the United Public Service Employees Union/COPS Division (the "Union") hereby agree to the following light duty policy

Purpose



It is the purpose of this policy to provide temporary light duty assignments, when available, to accommodate officers who temporarily cannot perform the full range of police duties and responsibilities. Use of temporary light duty can provide employees with an opportunity to remain productive while convalescing and when physically or mentally unfit for their regular assignments, without risking their health and safety or the safety of others. Temporary light duty applies only to an officer whose disability or condition is temporary and is not a matter of right. Further, there is no guarantee that an officer will be assigned to light duty at any given time. Failure to assign an officer to light duty shall not be subject to the grievance procedure contained in the parties' collective bargaining agreement unless arbitrary and capricious.


Eligibility

An officer convalescing from an injury or illness who is absent from work as a result of a non-work related injury may apply for temporary light duty assignment. Applications will be made available to the Union. The Chief may order an officer who is absent on a work-related compensable leave to assume a temporary light duty assignment. In all cases, eligibility and assignment to light duty shall be subject to and supported by medical documentation. Further, officers will be required to submit medical documentation when there is any change in their light duty restrictions.

Light Duty Assignment

Temporary light duty assignments may be made in any of the Police Department's divisions that employ sworn police officers in accordance with an officer's medical restrictions. If a uniformed officer is located in the department, officers restricted to light duty may be assigned to work the desk by the Chief or his designee.

Light duty assignments will be made on a first-come first-served basis. Therefore, if an officer is assigned to light duty and thereafter another officer is injured, the second officer may not bump the first officer out of his/her light duty assignment.



Temporary light duty positions are based upon the operational needs of the department. No specific position in the Police Department will be established or dedicated for use as a temporary light duty assignment nor shall any existing position be designated or

otherwise dedicated exclusively for temporary light duty. Officers granted temporary light duty may be eligible for overtime in order to complete work related to his/her light duty assignment, if approved by the Chief or his designee.

Light duty assignments may be made after an officer has been out of work for the period of a week and medical documentation is provided addressing the officer's work restrictions; however, an officer who is released for light duty may voluntarily return to work sooner.

Light duty assignments will generally occur during the day shift; however, the Chief or his designee may modify an officer's hours of work/work schedule due to a hardship and/or the operational needs of the department. Further, nothing contained herein shall prevent an officer from being assigned to work a non-conforming schedule.

Light duty assignments are strictly temporary and shall not exceed two (2) months' duration unless approved by the Chief of Police or his designee. An initial or extended light duty assignment may be discontinued at any time depending upon a change in the officer's medical condition and/or the operational needs of the Police Department, as determined by the Chief.

Employees assigned to temporary light duty are expected to wear professional attire when working in the office in accordance with POST standards. Police officers while on temporary light duty may not wear the department uniform, carry the department-issued firearm, drive a marked patrol vehicle, ride with another police officer in a marked vehicle when the officer is on patrol or otherwise employ police powers.

The Chief may, in his sole discretion, provide transportation to an employee who is assigned to temporary light duty as the result of a work-related injury.

The Chief is the decision-maker on all aspects for temporary light duty assignment and his decision is based on the availability of an appropriate assignment, the physical limitations of the officer as documented by medical opinion and the officer's knowledge, skills and ability.

Town of Branford

Local 459 UPSEU/COPS

By 

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Date • 47 it 720Ct

Date 9-i/- ACA"

Memorandum of Agreement

The Town of Stanford (the "Town") and Local 459 of the United Public Service Employees Union/COPS Division (the "Union") hereby agree to the following "Maternity_Assignment" policy:

Maternity Assignment Policy

POLICY:

This policy establishes procedures for accommodating pregnant officer (when accommodations are needed) including the provision of temporary, alternative duty assignments (known as "Maternity Assignments") when officers are unable to safely perform all essential job functions,

PURPOSE:

The goal of this policy is to provide accommodations that will enable a pregnant officer to continue working in a full-time capacity for as long as reasonably possible.

REQUIRED ACTION:

Notification Procedures

1.1. No officer shall be required to disclose a pregnancy, unless or until the officer has reason to believe she cannot continue to safely perform in her current duty assignment

1.2. A pregnant officer's duty assignment shall not be altered at the time a pregnancy is disclosed, unless: (1) the officer requests a "Maternity Assignment" in writing and presents a letter from her treating physician indicating that the officer should not be on regular duty and outlining any restrictions on the officer's ability to perform the essential functions of her current assignment; or (2) the officer's condition may pose a risk to public safety. In situations where there are concerns about public safety, the officer and/or the officer's supervisor should promptly

contact the Chief who will, in turn, with the assistance of Human Resources, evaluate the situation and recommend an appropriate course of action,

1.3. As soon as a pregnancy is disclosed, and the officer requests a "Maternity Assignment, the officer shall promptly schedule a meeting with the Chief and Human Resources for the purpose of discussing the availability of pregnancy-related accommodations.

Maternity-Assignment:

2.1 Employees assigned to a Maternity Assignment are expected to wear professional attire when working in accordance with POSTC standards. While on a "Maternity Assignment," officers may not wear the department uniform, carry the department-issued firearm, drive a marked patrol vehicle, ride with another police officer in a marked vehicle when the officer is on patrol or otherwise employ police powers.

2.2 Employees assigned to a "Maternity Assignment" may be eligible for overtime in order to complete work related to her Maternity Assignment, if approved by the Chief

2.3 During a "Maternity Assignment, assigned officers are not eligible for extra duty assignments.

2.4, Maternity duty may consist of but is not limited to, the following:

- *Non-hazardous assignments
- *Writing police reports
- *Operating a police radio
- *Interviewing persons and applicant fingerprinting
- *Clerical functions.
- *POSTC class-room training.

Restrictions:

3.1 Maternity Assignments will not include, but is not limited to:

- *Work that involves the likelihood of encountering toxic chemicals;
- *Defensive tactics or defensive tactics training;
- *Firearms Training;
- *Patrol duties;
- *Extensive exposure to automobile exhaust fumes such as may be experienced with intensive traffic control;
- *Prisoner contact.

Evaluation:

4.1 During the pregnancy, it may become necessary for the BPD to evaluate the officer's continuing ability to safely and effectively perform the essential functions of her "Maternity Assignment", with or without a reasonable accommodation. During the pregnancy, the Chief may periodically require the officer to provide a letter from her treating physician outlining any and all restrictions on the officer's ability to perform in her "Maternity Assignment".

4.2 BPD will consider any specific restrictions identified by the officer's physician.

4.3 If an officer becomes unable to perform the functions of her maternity assignment, the officer will be permitted to take leave in accordance with the BPD's leave policies and state/federal law.

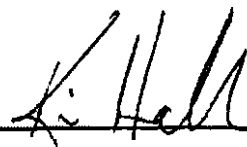
4.4 Temporary Assignments of eligible pregnant officers due to maternity assignment will be made consistent with the operational needs of the BPD. Management has the right to assign shifts, days off and work assignment while the officer is on Maternity Assignment. Officers who request maternity assignment will be removed from the shift bidding process. Eligibility for a "Maternity Assignment" concludes upon child birth. Reintegration into the full time bid assignment shall be assigned in accordance with the collective bargaining agreement, consistent with requirements to bid if an officer is on injury leave or light duty.

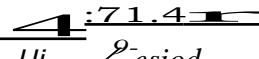
Officer's Responsibility.

5.1 Before an officer returns to full duty, she shall provide a letter from her treating physician indicating that she can perform the essential functions of a full duty assignment. Further, the officer shall schedule a meeting with the training officer before returning to a full duty assignment to ensure POSTC certification is up to date.

Town of Branford

Local 459 UPSEU/COPS

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