

COLLECTIVE BARGAINING AGREEMENT

- between -

GROTON LONG POINT ASSOCIATION, INC.

- and -

**THE GROTON LONG POINT POLICE LOCAL #2693,
AFSCME COUNCIL 4, AFL-CIO**

July 1, 2017 - June 30, 2020

5850511v2

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This AGREEMENT is made by and between respectively, the GROTON LONG POINT ASSOCIATION, INC., hereinafter referred to as the "EMPLOYER" and the GROTON LONG POINT POLICE UNION LOCAL 2693, AFSCME COUNCIL 4, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

WHEREAS the well being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties and;

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Police Administration and;

WHEREAS the parties to the Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and Agreements herein contained, the parties mutually agree as follows:

ARTICLE 1 **RECOGNITION AND UNIT DESCRIPTION**

SECTION 1.

The EMPLOYER recognizes the UNION as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment of all regular full-time police officers, corporals, and sergeants, but excluding all other employees, office clerical employees, Lieutenants, Chief, and other supervisory employees, supernumeraries and police reserve units, if any are applicable. The EMPLOYER and the UNION agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the UNION.

SECTION 2.

The UNION is the sole bargaining agent for the employees in the unit. The EMPLOYER agrees to recognize and meet with any accredited representative of the UNION or AFSCME Council 4 whenever such meetings would be applicable under the Municipal Employee Relations Act (MERA).

SECTION 3.

Neither party shall discriminate against any employee on the basis of that employee's protected status or classification as defined by applicable state and/or federal law.

A claim of discrimination in violation of this provision will not proceed to Step 3 of the grievance procedure unless the Connecticut Commission on Human Rights and Opportunities and the United States Equal Employment Opportunity Commission deny jurisdiction over the claim at case assessment review. In the event a grievance is filed, the standard grievance procedure and timeline must be followed.

ARTICLE 2
UNION DUES AND FEES**SECTION 1.**

All employees shall be required, as a condition of employment, to become and remain members in good standing of the UNION or to pay an agency fee to the UNION.

SECTION 2.

The EMPLOYER agrees to deduct from the salary of any employee covered herein, if the employee authorizes in writing such deductions from salary, such dues and initiation fees or agency fees as may be fixed and certified to the EMPLOYER by the UNION and allowed by law. These deductions will be made on the payday of each month as specified by the EMPLOYER and agreed to by the UNION. In the event that the employee receives no pay on the payday on which UNION dues or fees are deducted, no deduction shall be made for that month. The EMPLOYER will remit to the UNION on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The UNION agrees that it will save the EMPLOYER harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1.

There are no provisions in this Agreement that shall deem to limit or curtail the EMPLOYER in any way in the exercise of the rights, powers, and authority which the EMPLOYER had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority including, but not limited to, the right to manage its operation; direct, select, decrease, and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or lay-off; the right to make all plans and decisions on all matters involving its operations; the extent to which its facilities shall be operated; additions thereto; replacements, curtailments or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations means and processes of operations; the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; and to run the Department efficiently.

SECTION 2.

It is expressly agreed that the EMPLOYER shall not exercise the above-referenced rights without prior negotiations with the UNION in any situations where such prior negotiations would be required under the Municipal Employees Relations Act (MERA).

ARTICLE 4
STABILITY OF AGREEMENT

SECTION 1.

No amendment, alternation, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2.

Before any change in the provisions of this Agreement which requires an appropriation of funds or which conflict with existing ordinances or by-laws of the Association can be effective, such change shall be presented to and approved by the members of the UNION and the Groton Long Point Association. The Agreement shall be subject to ratification by the Board of Directors of the Association.

SECTION 3.

The Board of Directors in negotiations with the UNION can make any changes in the provisions of this Agreement as long as they are non-monetary.

ARTICLE 5
HOURS OF WORK AND OVERTIME**SECTION 1.**

- A. All employees covered by this Agreement shall work forty (40) hours per week, eight (8) hours per day.
- B. Sick time and vacation time hours will be considered as hours worked by an officer, for the purpose of computing overtime compensation for the work week. Hours over forty (40) hours per week will be paid at the applicable overtime rate for that officer.
- C. This Agreement governs assignment of overtime and the manner in which open shifts shall be filled.

For the purpose of this Article, an "open shift" is any shift that is not covered by the regular schedule for full-time, bargaining unit employees, or is a shift requiring coverage for any other reason such as but not limited to increased staffing for special events, use of vacation or other paid time off, other absences.

Open shifts shall be filled in the following order:

- (a) by the Chief of Police, in his discretion, but not to exceed three (3) shifts per week except in an emergency situation or in the event of a staffing shortage outside of the Association's control, which shall be addressed as soon as possible;
- (b) by a full-time officer, with two exceptions:
 - i) As provided in Article 7, Section 4, any open shift created by use of earned leave shall be filled by a part-time officer.
 - ii) Part-time officers shall have the first opportunity to fill two (2) shifts of the five (5) for any full week of vacation taken by a full-time officer.

The Union agrees to continue to cooperate with the Chief in administering the overtime so the goal is to not exceed the Department's overtime budget, in accordance with past practice.

D. All full-time officers are expected to be available to work a reasonable amount of overtime. The following are the principal features of the overtime procedure:

1. Each officer shall complete an overtime availability card by the fifteenth of the month for the following month. This card will indicate for each day and shift whether the officer is available to work voluntary overtime or not.
2. When there is a need for a full-time officer to work overtime, the officers who have indicated availability for voluntary overtime on the particular shift and are on a regularly scheduled day off will be called in rotation, beginning with the officer who is most senior on the first occasion of voluntary overtime that month. If there is no officer on a day off who has volunteered for that shift, then those who are not on a day off and have volunteered will be called. For purposes of the rotation, a refusal shall count in the same manner as acceptance of the voluntary overtime.

If the overtime is needed for a full shift, the overtime shall be offered for the full eight (8) hours. If no officer accepts the overtime for the full eight (8) hours, it will be split into two four-hour blocks.

3. If no full-time officer accepts the voluntary overtime, and there is no part-time officer available to work, the Chief or his designee may order a full-time officer to work. If the need is for a full shift, the officer shall be ordered in for the full eight (8) hours of the shift. An officer who is on a day off shall not be ordered in unless there is no other means of filling the shift. Order-in shall be in continuous (not monthly) rotation, beginning with the least senior officer.

Any of the above provisions notwithstanding, no officer shall work more than sixteen (16) consecutive hours except in an emergency.

- E. In the event, for whatever reason, a full-time officer is not called and offered the job in the order specified herein, that officer will be offered the opportunity to work the next overtime opportunity.**
- F. The Chief shall reserve the right to fill jobs as needed in the event of a bona fide emergency such as natural disaster, civil disorder or cases when immediate police action must be taken for the preservation of life and property.**

- G.** Full-time officers shall have shift preference by seniority whenever it is possible.
- H.** Officers shall be compensated for all off-duty jobs and all construction jobs at one and one half times the top patrol officers' pay grade plus three dollars and fifty cents (\$3.50) per hour. Refusal shall be by order of rotation provided in subsection D above. Full time officers shall have first refusal on all off-duty jobs and all construction jobs. For construction jobs, the contractor must cancel two (2) hours prior to the officer's reporting time or the officer shall be compensated with (2) hours pay.

SECTION 2.

Whenever possible, all work schedules shall be posted at least two (2) weeks in advance.

SECTION 3.

A "shift swap" is an identified single shift work period (4 or 8 hour), requested for substitution through reciprocity of shift-for-shift agreement with another employee.

1. The shift(s) being "swapped," shall occur during the same payroll period.
2. Shifts shall be in like increments (4 hours for 4 hours or 8 hours for 8 hours).
3. The shift swap, regardless of circumstance, shall not pre-schedule either employee for more than sixteen (16) consecutive hours in a 24-hour period.
4. The shift swap shall not create/constitute any circumstance of overtime payment for either party, to include an officer voluntarily scheduling him/herself into hours beyond 8 consecutive hours.
5. The shift-swap request form shall be submitted to the chief or his designee a minimum of 48 hours prior to the start of the first shift affected.
6. Once the shift-swap has been reviewed and authorized, the employee(s) voluntarily having swapped and accepted said schedule shall be responsible for working said respective shift(s).

ARTICLE 6
PAY SCALE

SECTION 1.

The following salary schedule will become effective retroactive to July 1, 2017.

<u>RANK</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>HOURLY</u>
PATROL OFFICER	Step 1	\$54,180.62	\$26.05
	Step 2	\$55,685.63	\$26.77
	Step 3	\$57,190.65	\$27.50
	Step 4	\$58,695.67	\$28.22
	Step 5	\$60,200.68	\$28.94
SERGEANT*		\$64,776.66	\$31.14

The following salary schedule will become effective July 1, 2018.

<u>RANK</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>HOURLY</u>
PATROL OFFICER	Step 1	\$55,399.68	\$26.63
	Step 2	\$56,938.56	\$27.37
	Step 3	\$58,477.44	\$28.11
	Step 4	\$60,016.32	\$28.85
	Step 5	\$61,555.20	\$29.59
SERGEANT*		\$66,234.13	\$31.84

The following salary schedule will become effective July 1, 2019.

<u>RANK</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>HOURLY</u>
PATROL OFFICER	Step 1	\$56,784.67	\$27.30
	Step 2	\$58,362.02	\$28.06
	Step 3	\$59,939.38	\$28.82
	Step 4	\$61,516.73	\$29.58
	Step 5	\$63,094.08	\$30.33
SERGEANT*		\$67,889.98	\$32.64

*To be eligible for appointment to Sergeant, an Officer must have at least five (5) years of experience as a certified police officer, which may include experience for an entity other than the Groton Long Point Police Department.

Officers eligible for step movement shall advance one step effective on their anniversary date in the first year of this Agreement (i.e., July 1, 2017 - June 30, 2018) and one step effective on their anniversary date in the third year of this Agreement (i.e., July 1, 2019 - June 30, 2020).

The Chief of Police shall have the sole discretion to evaluate the comparability of the employee's work experience and to determine the appropriate step placement of newly hired officers, not to exceed Step 2.

SECTION 2.

In the absence of the Chief of Police for a period exceeding one week, the Director of Public Safety or his/her designee may appoint the most senior Sergeant, if applicable and available, as the officer-in-charge. In the absence of a supervising officer, the Director of Public Safety or his/her designee may choose in his/her discretion any police officer to serve as the officer-in-charge. The officer-in-charge shall be compensated at a rate of pay that is five percent (5%) above the officer's normal rate of pay to commence on the first day of the second week.

SECTION 3.

Any full time officer that works on a weekend (0000hrs on Saturday until 2400hrs on Sunday) shall receive a weekend shift differential of twenty-five cents (\$0.25) per hour.

ARTICLE 7 **HOLIDAYS**

SECTION 1.

The following days shall be considered holidays:

New Year's Day (January 1)
Martin Luther King's Day
President's Day
Good Friday
Easter Sunday
Memorial Day

Independence Day (July 4)
Labor Day
Columbus Day
Veteran's Day (November 11)
Thanksgiving Day
Christmas Day (December 25)

SECTION 2.

If a holiday falls on an officer's scheduled vacation day, the officer shall be charged with use of earned time rather than vacation for that day in lieu of receiving the holiday pay set forth in Section 3 for this holiday.

SECTION 3.

Each employee covered by this Agreement shall be paid eight (8) hours holiday pay at the officer's regular straight time hourly rate, for each of the holidays specified in this Article 7, Section 1. In addition, an employee who is scheduled to work on a holiday shall be paid one and one-half (1.5) times his/her hourly rate for the eight (8) hours of his/her scheduled shift for that day, except that any employee who works a full shift between the hours of 0001 and 2359 on Christmas Day shall be paid at two (2) times his/her hourly rate for the eight (8) hours of his/her scheduled shift for that day..

SECTION 4.

Each employee working a regularly scheduled shift on any holiday may elect to waive the normal eight (8) hour holiday pay in favor of an eight (8) hour shift of "earned time", to be carried on the vacation leave record as a credited day of "earned leave". A day of earned time shall be scheduled with twenty four (24) hours of notice to the Chief of an Officer's intent to utilize the leave. Any open shift created by use of earned time shall be filled by a part-time officer. If a part-time officer is not available to work the shift, use of earned time shall be denied. Any such earned time shall be used by the officer before the end of his anniversary year. If such leave is not used by that date, or if the intended day of earned time cannot be accommodated in the schedule, as determined by the Chief, the officer will be paid for the eight hours of credited earned time at his regular rate of pay at the time the leave was originally earned, and the earned leave will be deleted from the vacation leave credit.

ARTICLE 8
SENIORITY**SECTION 1.**

Seniority shall be defined as length of continuous service in any respective rank within the Groton Long Point Police Department. Seniority shall not be acquired during the probationary period but following permanent appointment.

SECTION 2.

Seniority shall be lost by the following reasons:

1. Resignation
2. Retirement
3. Discharge without being reinstated
4. Expiration of an approved leave of absence

SECTION 3.

The EMPLOYER shall prepare and post annually, on or about July 1, a seniority list consisting of the names of employees ranked in order of seniority within each rank. At the same time, the EMPLOYER shall furnish to the UNION the seniority list for the bargaining unit together with the classification and rates of pay for each employee on this list.

SECTION 4.

In the event two (2) or more persons are hired on the same day, seniority preference shall be established, based on receipt of the highest grade in any competitive examination that may have been administered.

ARTICLE 9
VACATIONS

SECTION 1.

Vacation time accrues in each employee's anniversary year and shall not be taken until earned. Each full-time officer will be entitled to one (1) week of paid vacation after the first six (6) months of service and one (1) additional week at the end of his/her first year of service. Each full time officer will be entitled to two (2) weeks paid vacation after the second through the fourth years of service. After five years of service, each officer shall be entitled to three (3) weeks paid vacation. After completing eleven years of service, each officer shall be entitled to sixteen (16) vacation days. After completing thirteen years of service, each officer shall be entitled to eighteen (18) vacation days. After completing fifteen years of service, each officer shall be entitled to (4) weeks paid vacation. The use of each vacation day an officer takes shall be considered a day worked for the computation of overtime in the same week. Vacation days must be approved by the Chief. Vacation days must be taken before the end of the twelfth month following the month from which it was earned. There will be no carry over or accrual of vacation time without the consent of the Chief of Police, except as provided for in Section 2 of this Article.

A request for a vacation of three (3) or more working days shall be submitted to the Chief as much in advance as possible, and at least four (4) weeks in advance. The Chief shall respond to the request within two (2) weeks.

A request for a vacation of three (3) or more working days may also be submitted to the Chief less than four (4) weeks in advance. The Chief shall respond to the request not more than one (1) week prior to the requested vacation.

A request for a vacation of less than three (3) working days shall be submitted to the Chief two (2) weeks in advance. The Chief shall respond to the request within one (1) week.

SECTION 2.

Any employee may accrue up to five (5) days unused vacation to be carried over to the next anniversary year. Any unused vacation time in excess of five (5) days which is not taken during the anniversary year will be forfeited by the employee. In unusual circumstances, where the demands on the Police Department due to staffing shortages outside of the Association's control, which will be addressed as soon as possible, or natural disasters, have prevented an EMPLOYEE from taking vacation, the EMPLOYER may pay out vacation in excess of the five-day carryover at the EMPLOYEE'S straight time rate of pay.

Effective on and after July 1, 2013, vacation carried over to an employee's next anniversary year must be taken in that year or forfeited.

SECTION 3.

The EMPLOYER agrees to pay the employee, or in the case of death the employee's estate, for any accrued and unused vacation time upon the employee's death, retirement, or termination to the extent of the EMPLOYER'S responsibility under the state and federal laws.

ARTICLE 10 **LEAVE TIME**

SECTION 1 - SICK LEAVE.

- A. Sick leave shall be defined as absence from duty without loss of pay because of non-service connected illness or injury or for medical, dental, or other treatment which cannot be scheduled for non-working hours.

Sick leave can also be used when an illness in the immediate family requires his personal attention. If the period of absence exceeds two (2) days, such an illness must be supported by a doctor's certificate. Immediate family as used herein shall mean: spouse, father, mother, brother, sister, son, daughter, stepson or stepdaughter.

If an employee is absent on sick leave for more than five (5) consecutive days, the EMPLOYER may request medical verification of the illness or injury.

An officer who is unable to report for duty due to illness or injury must call in personally or through an authorized family member or representative at least two (2) hours prior to the start of his assigned shift, except in exigent circumstances. The officer shall inform the person taking the call of the anticipated duration of the absence.

An officer who is using sick leave for scheduled medical, dental or other treatment shall notify the Chief as soon as he knows the date and time of the appointment.

- B. Sick leave shall accrue at the rate of one (1) day per month. Sick days may be accumulated up to a maximum of ninety (90) working days. An officer who has reached the cap on accumulation shall not accrue sick leave until the officer falls below the cap and then the officer shall begin to accrue again at the start of the next month, and continue to accrue until the cap on accumulation is reached again.
- C. Any employee who has exhausted his/her sick leave in any year may request in writing an advance of future sick days. Such employee shall be allowed to borrow, subject to the approval of the Director of Public Safety, an additional ten (10) days sick leave time. Such approved time shall be charged to the following year's sick leave. Upon his/her return to active duty, all earned sick leave shall be applied to his/her borrowed leave until repaid. Should for any reason an employee be separated from employment before the borrowed time is repaid, the days owed will be deducted from any monies owed to said individual upon his/her termination of employment. Monthly updates of leave time shall be given to the UNION.
- D. Upon retirement, an employee shall be paid one-half of his accumulated and unused sick leave at the rate of pay at the time of his retirement. For the purpose of this section, "retirement" shall mean that the employee is terminating his service with the EMPLOYER after fifteen (15) or more years of service.
- E. Employees who have completed ten (10) years of service and who reached the maximum accumulation of sick time will receive a payment equivalent to the

value of fifty percent (50%) of the unused sick time for the previous fiscal year in the first payroll after July 1 of each year.

- F. Any employee who does not use any sick time in a calendar year shall receive eight (8) hours of compensatory time that must be used within six (6) months of earning the time.

SECTION 2. FUNERAL LEAVE.

- A. Officers shall be granted five (5) funeral days without loss of pay in the event of the death of a spouse, child, stepchild, father, or mother. The first day of leave shall begin as close as possible to the day of death.
- B. Officers shall be granted three (3) funeral days without loss of pay in the event of the death of any other relative or relative-in-law, domiciled in the officer's household. The first day of leave shall begin as close as possible to the day of death.
- C. Officers shall be granted two (2) funeral days without loss of pay in the event of death of his brother, sister, father-in-law, mother-in-law, or grandchild not domiciled in the officer's household. The first day of leave shall begin as close as possible to the day of death.
- D. Officers shall be granted one (1) funeral day without loss of pay in the event of death of his brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandfather, or grandmother, to be taken on the day of the funeral.

SECTION 3 - MILITARY LEAVE.

- A. Leave for reserve time or involuntary service spent in any of the Armed Forces or in the National Guard shall be considered as time accruing toward seniority in the rank held at the time the leave commenced, provided that an officer returns to duty within the time required by state and federal law.
- B. The EMPLOYER agrees to provide the employee with any military leave provisions set out in both the State and Federal laws.

SECTION 4 - NEGOTIATIONS.

Members of the negotiation committee of the UNION shall be allowed time off from their regularly assigned shifts, without loss of pay, limited to one scheduled person for actual attendance at bargaining sessions with the EMPLOYER, providing that the member is subject to call as may be necessary.

SECTION 5 - UNION TIME.

The President of the UNION shall be allowed released time from regularly scheduled shift to attend meetings and/or hearings related to union matters at the discretion of the Chief, providing scheduling allows. In no event shall such release time exceed fifty (50) hours in any given Agreement year.

SECTION 6 - PERSONAL LEAVE.

An employee who has completed one full year of service shall be granted two (2) days of paid personal leave in each anniversary year. In addition, an employee may convert one (1) day of sick leave per year to one (1) day of paid personal leave.

Personal leave is for personal business that cannot be scheduled outside of the employee's normal work hours. An employee shall give as much notice as possible of the intent to take personal leave and, except in an emergency, not less than one week's notice.

Personal leave shall not be accumulated/carried over from one anniversary year to the next.

The EMPLOYER may also grant personal leaves of absence without pay to employees. Leaves must be applied for and approved in writing. This leave shall not affect a break in seniority if the officer returns to work as scheduled. It is agreed that any open shifts created by the absence of an officer on approved personal leave will be filled by utilizing part time officers first then utilizing the overtime rotation as provided in Article 5.

SECTION 7 - BIRTHDAY LEAVE.

Employees shall be allowed the day off with pay for their birthday, however, said day can be taken off at any time during the year.

ARTICLE 11
TRAVEL**SECTION 1.**

An officer who is called in to work overtime after leaving his shift to return home shall be paid overtime from the time of the call.

ARTICLE 12
INSURANCE AND RETIREMENT

SECTION 1.

The following insurance plans and benefits hereinafter listed are provided to all full-time police officers by the EMPLOYER:

A. Medical/Prescription Plans:

Effective August 1, 2017, the CBIA CTCARE Silver HSA 2800 20% Plan shall be offered for each full-time employee who is not eligible for Medicare. A summary of the Plan is set forth in Appendix B-1.

The EMPLOYER shall fund fifty percent (50%) of the amount of the HSA Plan deductible to an employee's Health Savings Account. The EMPLOYER'S contributions shall be made on or before the first business day of every month, on a prorated basis. An employee may contribute to the Health Savings Account an additional amount provided that total EMPLOYER and employee contributions may not exceed the amount permitted by law. Each employee shall set up his/her own Health Savings Account and shall execute an authorization for direct deposit of EMPLOYER contributions to said account.

An officer who is eligible for Medicare shall have the option to enroll in Medicare and receive a Medicare Supplemental Plan in lieu of the HSA Plan.

If the Association receives notice that the current health plan will not be available during the 2016-2017 year, the parties will meet by April 1, 2016, or within thirty (30) days of the Association receiving notice, whichever is later, to discuss the health insurance plan.

If the Association receives notice during the term of this Agreement that the health plan in its current form will not be available in a subsequent coverage year, then the Association may enroll employees in a health plan that is substantially and reasonably equivalent to the current plan, so long as there is no interruption in coverage. The Association shall provide written notice to the Union of the new plan within thirty (30) days and shall provide the Union a copy of the new plan.

The Union will then have thirty (30) days to review the new plan and to provide in writing any specific areas in which the Union claims the new plan is not substantially and reasonably equivalent to the current plan. If the Union submits any such concerns, the Association and the Union shall meet to discuss the Union's concerns within thirty (30) days following receipt of the Union's written concerns.

- B. The EMPLOYER shall provide the Anthem Classic Dental Plan.

Items A and B include family coverage.

- C. Life, accidental death and dismemberment, short-term and long-term disability.

CBIA Group Life - Flat \$25,000, subject to age-based reduction on and after age 65 pursuant to the carrier's rules, plus short term and long-term disability. See attached Appendix A Plan Summary.

Item C is officer coverage only.

(SEE PROPER DISTRIBUTED BOOKLETS FOR COVERAGE AND LIMITATIONS.)

- D. Comprehensive General Liability \$1,000,000.00 limited, including: Personal injury e.g. false arrest, wrongful detention, employees as additional insured, incidental medical malpractice, broadened bodily injury coverage for bodily injury resulting from acts done while protecting persons or property.
- E. EMT - MRT Medical malpractice \$500.00 per person
\$500.00 per accident
- F. Law Enforcement Liability - Errors and omissions coverage and professional liability provides for the Borough and the individual officers if sued for an error or failure to provide proper protection.
- G. The EMPLOYER retains the sole ability to change carriers and may change carriers as the EMPLOYER shall determine to be necessary or desirable provided, however, that the benefits and procedures to obtain such benefits shall be comparable and equivalent. The employee shall provide all personal information as required by the insurance carrier for continued coverage, transferred coverage, or quotations for transfer of coverage.
- H. Effective July 1, 2017, the cost of the plans and benefits set out in Section 1, items A-C will be shared as follows:
1. The EMPLOYER shall pay eighty-three percent (83%) of the cost.
 2. The employee shall pay seventeen percent (17%) of the cost.

Effective July 1, 2018, the cost of the plans and benefits set out in Section 1, items A-C will be shared as follows:

1. The EMPLOYER shall pay eighty-two and one-half percent (82.5%) of the cost.
2. The employee shall pay seventeen and one-half percent (17.5%) of the cost.

Effective July 1, 2019, the cost of the plans and benefits set out in Section 1, items A-C will be shared as follows:

1. The EMPLOYER shall pay eighty-two percent (82%) of the cost.
2. The employee shall pay eighteen percent (18%) of the cost.

SECTION 2.

A. As of March 1, 1992, the EMPLOYER is required to enroll the employee in Social Security and make appropriate deductions as required under the law governing such social security deductions.

B. Retirement Accounts

1. Effective not later than March 1, 2016, each employee shall enroll in the Groton Long Point Association Section 457 plan ("Section 457 Plan"). Employees hired after March 1, 2016 shall enroll in the Section 457 Plan upon commencement of their employment with the Employer.

The Employer shall contribute six percent (6.0%) of the employee's base salary to the employee's 457 account in the Section 457 Plan, on a quarterly basis. Effective July 1, 2018, the Employer shall contribute six and one-half percent (6.5%) of the employee's base salary to the employee's 457 account in the Section 457 Plan, on a quarterly basis. Effective July 1, 2019, the Employer shall contribute seven percent (7.0%) of the employee's base salary to the employee's 457 account in the Section 457 Plan, on a quarterly basis. The Association contributions shall be made before or on the first business day of every quarter. An employee may make his or her own employee contributions into the employee's 457 account in the Section 457 Plan, but is not required to make any such employee contributions to his or her 457 account to be eligible for these Employer contributions. However, the total Employer and employee contributions for any calendar year shall be subject to the limitations for each year as established by the IRS.

2. Any employee who commences or terminates employment during a calendar quarter shall have contributed to his or her 457 account in the

Section 457 Plan following the end of such quarter a payment by the Employer for one-twelfth of the scheduled Employer contribution for each full month worked by him during such calendar quarter.

3. If, after consultation with and soliciting feedback from the Union, the Parties determine that a change of administrator or vendor through which the Section 457 Plan is offered is warranted, the Employer may change the administrator or vendor of the Section 457 Plan so long as the new plan administrator or vendor offers comparable services. The Employer shall provide advanced notice to the Union before any such change. In accordance with IRS Regulations governing Section 457 plans, in the event that the administrator or vendor is changed, the funds in each employee's account in the Section 457 Plan will be transferred in full to a new account in the Section 457 Plan that is administered by the new administrator or vendor.

SECTION 3.

The EMPLOYER may offer a retirement incentive during the term of this Agreement to any employee who has completed at least twenty-five (25) years of service with the Groton Long Point Police Department. The terms of the incentive shall be worked out with the individual employee based on his individual circumstances. Notice of any retirement incentive offered shall be given to the Union.

This provision shall sunset on June 30, 2018.

SECTION 4.

Any employee with ten (10) or more years of service who provides a six (6) month notice prior to retirement shall receive two hundred fifty dollars (\$250.00) on his/her date of retirement.

ARTICLE 13 **EDUCATION/PROFESSIONAL DEVELOPMENT**

SECTION 1.

The EMPLOYER shall pay all reasonable expenses including tuition, travel, books, fees, and supplies incurred by officers attending courses as required by the State of Connecticut Police Officer Standards and Training Council. Attendance shall be administered by the Chief. Compensation shall be at the applicable hourly rate of the officer regarding overtime if applicable. Officers taking courses on their own will not be reimbursed for the course.

SECTION 2.

The EMPLOYER shall reimburse an officer for twenty-five percent (25%) of tuition costs for any course taken at an accredited college or university by the officer which relates to police work as long as:

1. The course is pre-approved by the Director of Public Safety;
2. The Director of Public Safety determines that there are sufficient funds in the budget to make the reimbursement; and
3. The officer receives a grade of "C" or better.

SECTION 3.

An employee who has completed the probationary period shall receive an annual education incentive payment for completion of one of the following degrees from an accredited college or university:

Associate's Degree:	\$150
Bachelor's Degree:	\$300
Master's Degree:	\$450

Payment of the education incentive shall be made on or about December 1 of each contract year. An employee who completes a degree part-way through a contract year shall receive a prorated portion of the annual amount.

ARTICLE 14
UNIFORMS AND EQUIPMENT

SECTION 1.

All full-time officers will be provided with all uniforms and equipment. All officers will be provided with an annual cleaning allowance for uniforms in the amount of four hundred twenty-five dollars (\$425.00) on or before the first business day following September 1 of each contract year.

Each officer shall be provided with an annual allowance of one hundred dollars (\$100.00) for footwear on or before September 1 of each contract year.

Each officer will also be provided with a firearm and ammunition. Ammunition for firearms qualification shall also be provided by the EMPLOYER.

SECTION 2.

Weapons are to be carried at all times while in uniform, on duty, going to and from work, and under any circumstance where the uniform is proper attire.

SECTION 3.

Dentures, eyeglasses, and hearing aids damaged or destroyed in the line of duty will be repaired or replace by the EMPLOYER provided the loss is reported to the Chief of Police within twenty-four hours of its occurrence and provided that the repair or replacement cost paid by the Association shall not exceed five hundred dollars (\$500.00) in any one fiscal year.

ARTICLE 15
PROBATIONARY PERIOD

SECTION 1.

The probationary period for all new employees shall consist of either (1) year from the date of hire as a full-time officer if the officer is certified at the time of hire or if the officer is not certified at the time of hire as a full-time officer, a minimum of one (1) year or after successful completion of required training at the State Police Municipal Training Academy, whichever event occurs later.

SECTION 2.

During the probationary period, a probationary employee may be terminated by a majority vote of the Board of Directors when such termination is deemed to be in the best interest of Groton Long Point Police Department and the EMPLOYER. Discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 16
OUTSIDE EMPLOYMENT

SECTION 1.

Employees who become ill or injured while working for an employer, other than the Groton Long Point Association, Inc., which is covered by Workers' Compensation, will not be entitled to sick time reimbursement by the ASSOCIATION for said illness or injury.

SECTION 2.

An employee who intends to engage in outside employment shall notify the Chief and the Chief shall have the right to prohibit such outside employment if he reasonably determines it will conflict with the employee's responsibilities as a member of the Groton Long Point Police Department.

ARTICLE 17
GRIEVANCE AND ARBITRATION**SECTION 1.**

- A. In order to insure fair and equitable treatment of all members of the Police Department, there is hereby established a formal procedure to permit discussion and resolution of grievances.
- B. The purpose of this grievance procedure shall be to discuss employee grievances and/or complaints in a manner which will ensure efficiency and employee morale with the best interests of both parties involved in the settlement.

SECTION 2 - DEFINITIONS.

- A. Actions for which a grievance may be filed are as follows:
 - 1. Discharge, suspension or other disciplinary action.
 - 2. Interpretation and/or application of Rules and Regulations of the Police Department and interpretation and/or application of the Article and Sections of this Agreement.
- B. "Days" shall mean calendar days.

SECTION 3.

Any employee may use this grievance procedure with or without UNION Assistance. Should an employee process his grievance through one or more of the steps provided herein prior to seeking UNION aid, the UNION shall process the grievance from the next succeeding steps following that which the employee has utilized.

SECTION 4.

No grievance settlement made as a result of any individually processed grievance shall contravene any of the provisions of this Agreement.

SECTION 5.

Step One - A member having a grievance shall first discuss it with the Chief of Police within (10) days of when the aggrieved knew or should have known of the occurrence giving rise to the grievance. The Chief of Police or his designee shall have his answer within five (5) days of such discussion. If the grievance is not satisfactorily resolved, it may then be processed to Step Two.

In the event there is no incumbent Chief of Police, the member having a grievance shall commence the grievance at Step Two by submitting said grievance in writing to the Director of Public Safety.

Step Two - An employee shall, within seven (7) days of receipt of the answer of the Chief of Police, submit said grievance in writing to the Director of Public Safety, setting forth the nature of the grievance and the relief requested. The Director of Public Safety shall answer said grievance in writing within seven (7) days from the date thereof, setting forth his decision.

Step Three - If upon receipt of the decision from the Director of Public Safety the employee is still not satisfied with the decision of the Director of Public Safety, he or she may appeal to the Board of Directors in writing within seven (7) days by delivering said appeal to the Clerk of the Association. The Board of Directors shall consider the appeal at the next regularly scheduled meeting at which time the employee shall have an opportunity to discuss with the Board his or her position in the case. The written decision shall be made within ten (10) days of the meeting.

Step Four - If the decision of the Board of Directors is not satisfactory to the UNION, the UNION may appeal the decision to the Connecticut State Board of Mediation and Arbitration within twenty (20) calendar days of the Board's decision. The decision of the Connecticut State Board of Mediation and Arbitration shall be final and binding provided it is not contrary to the law. The authority of the arbitrator shall be limited to the interpretation of the Agreement, and he shall have no authority to add or subtract from the Agreement.

SECTION 6.

- A. Any grievance in which the aggrieved does not follow the procedures and time periods set out in Section 5 shall be considered null and void.
- B. Any grievance in which the responding party does not follow the procedures and time periods set out in Section 5 shall permit the Union to move the grievance to the next step of the grievance procedure.

SECTION 7.

In discussing a grievance with the EMPLOYER, an employee may be accompanied by an official of the UNION if he/she desires.

SECTION 8.

The time limits of this Article may be extended by written mutual agreement.

SECTION 9.

The following guidelines apply:

1. **Mediation:** The mediation service of the State Board of Mediation and Arbitration is to be used in the fourth (4th) step of matters provided both parties are mutually agreed on the desirability of this service and any cost shall be borne by the initiating party.
2. **Meetings:** If either party to the grievance process desires to meet for the purpose of oral review, a meeting shall be requested and scheduled not later than fifteen (15) days after receipt of the request.
3. **Recording Minutes of Testimony:** Either party shall have the right to employ a public stenographer or use a mechanical recording device at Step 3 or 4 in the procedure. Any cost incurred shall be borne by the initiating party.
4. **Police Union as a Complainant:** The UNION shall be entitled to submit grievance(s) in the name of the Police UNION in the same manner as provided for employees herein.

SECTION 10.

- A. Leave with pay from regularly assigned shifts shall be granted to the aggrieved, not to exceed four (4) hours per month total for the purpose of processing

grievances in accordance with the provisions outlined above except that the grievant will have whatever extent of time is necessary for attendance at the actual arbitration proceeding. The four (4) hours is construed as total paid time regardless of the number of representatives or shifts involved.

- B. An aggrieved employee shall be permitted to attend meetings arranged to discuss an employee's grievance at no loss in pay, providing such meeting occurs during scheduled working hours.

SECTION 11.

The parties agree that the filing fees for the State Board of Mediation and Arbitration for Arbitration shall be borne equally between the EMPLOYER and the UNION.

ARTICLE 18 **GENERAL PROVISIONS**

SECTION 1.

No employee covered by this Agreement shall be regularly required to perform any function normally done by another Association Department or agency or by a private concern.

SECTION 2.

The parties agree that the pay period begins at 12:00 midnight, Saturday and ends at 12:00 midnight on the second following Saturday.

The parties agree that wages shall be paid biweekly and that any payroll errors shall be corrected within one week of notice to the Treasurer of the Association.

All employees must participate in direct deposit of paychecks.

SECTION 3.

The EMPLOYER shall reimburse an officer up to twelve dollars (\$12.00) for the cost of a meal if the officer attends a full day of mandatory training where a meal is not provided. In order to obtain reimbursement, the officer must present a receipt to the Chief of Police within one week of the training.

ARTICLE 19
NO STRIKE OR LOCKOUT

SECTION 1.

During the course of this agreement there shall be no strike, slow down, suspension or stoppage of work in any part of the EMPLOYER'S operation authorized by the UNION, nor shall there be any lockout by the EMPLOYER in any part of the EMPLOYER'S operation.

ARTICLE 20
DISCIPLINE AND DISCHARGE

SECTION 1.

When an employee is ordered to report to the Chief of Police or the Director of Public Safety for any violation of any department rule and regulation, personal or otherwise, such employee shall have the right to be attended by the UNION if he/she so chooses.

SECTION 2.

A UNION representative shall have the right to be in attendance at all disciplinary hearings before the Director of Public Safety. The Accused will receive a letter advising him of the date of such hearing and copies of this letter shall be sent to the UNION. At such hearings, all witnesses shall be sworn. Mechanical equipment or a stenographer can be used to record all testimony. Any cost to be borne by the party requesting same at no expense to the EMPLOYER. The accused shall have the right and choice of UNION representation. Such hearings shall be closed to the public and press unless the accused requests an open hearing.

- A. The Chief of Police or his Designee may issue discipline up to and including a suspension of ten (10) working days for just cause.
- B. The Board of Directors shall, on any discipline recommended by the Chief of Police or his designee exceeding a suspension of ten (10) working days, notify the officer and the UNION of a hearing date in writing at least twenty (20) business days prior to said hearing.
- C. If the complainant and/or his UNION Representative are not satisfied with the decision rendered by the Board of Directors, the UNION may file a written appeal to the Connecticut State Board of Mediation and Arbitration within twenty (20) working days of said Board's decision in accordance with Step Four of the grievance procedure.

SECTION 3.

Subsequent to the probationary period, no employee shall be disciplined, suspended or discharged except for just cause. Any employee who has been placed on unpaid administrative leave pending the outcome of a criminal or internal affairs investigation and who is subsequently cleared of wrongdoing at the conclusion of the investigation shall be reinstated and shall be made whole for all losses incurred. Discharge as used in this Article shall not include discharge due to reduction in force as set out in Article 3, Section 1.

SECTION 4.

Time extensions beyond those stipulated in writing regarding hearings may be arrived at by mutual written agreement of the parties, i.e. EMPLOYER and UNION.

ARTICLE 21
PROMOTIONS**SECTION 1.**

Notwithstanding the language of Article 3 of this Agreement, when a vacancy for Corporal or Sergeant occurs, the EMPLOYER though not obligated to fill that vacancy may fill that vacancy by giving consideration to among other items, the following criteria:

- A. Job performance
- B. Professional development
- C. Applicable test scores
- D. Seniority

SECTION 2.

The parties agree that if more than one candidate applies for vacancy, a written exam will be conducted, in addition to an oral interview.

SECTION 3.

Promotion to a grade shall carry a six (6) months' probation period, during which time an officer may be reduced to his prior grade by a majority vote of the Board of Directors when such reduction is deemed to be in the best interest of the Groton Long Point Police Department and the EMPLOYER.

ARTICLE 22
PHYSICAL EXAMS

SECTION 1.

Every employee will be required to have an annual physical examination performed by a medical provider at Lawrence & Memorial's Occupational Health Services. The cost for said physical examination shall be covered by the Association.

The physician shall certify in writing that he/she has examined the list of police officer job duties jointly prepared by the Association and the Union and has determined that the employee is fit to perform the duties of a police officer.

Every employee must complete the physical examination and provide the physician's written assessment to the Chief of Police by March 31 of each year. An employee's physical examination may be performed while the employee is on the clock, subject to advanced approval by the Chief of Police to ensure coverage.

ARTICLE 23
DURATION

SECTION 1.

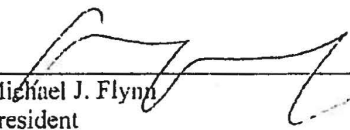
The provisions of this Agreement shall be effective upon signing by both the UNION and the EMPLOYER, unless another effective date is expressly provided herein. This Agreement shall remain in full force and effect through June 30, 2020.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed.

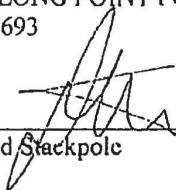
THE GROTON LONG POINT ASSOCIATION

10/18/17
Date Signed

By 
Michael J. Flynn
President

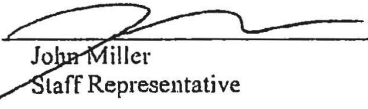
GROTON LONG POINT POLICE UNION
LOCAL #2693

10/19/17
Date Signed

By 
David Stackpole

AFSCME, COUNCIL 4, AFL-CIO

10/20/17
Date Signed

By 
John Miller
Staff Representative

APPENDIX A

Group Term Life Insurance

Each employee	First \$25,000
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Short Term Disability

Class Description	All Full-time Active employees
Weekly Benefit	60% of Weekly Earnings
Maximum Weekly Benefit	\$500.00
Elimination Period	1st day of Accident - 8th day of Sickness
Benefit Duration	26 weeks
Definition of Disability	Includes Partial
Coverage Basis	Non-occupational

Long Term Disability

Class Description	All Full-time Active employees
Monthly Benefit	60%
Maximum Monthly Benefit	\$3,000.00
Elimination Period	180 Days
Benefit Duration	5 Years Graded
Definition of Disability	2 year Own Occupation
Integration	Social Security Offset
Pre-Existing Condition Limitation	Treatment Free/Lookback/Continuous Coverage 12 / 12 / 24 Months

APPENDIX B

HEALTH CARE SUMMARY PLAN

SEE ATTACHED