

**THE TOWN OF OLD SAYBROOK**

**-And-**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION, EMERGENCY  
TELECOMUNICATORS UNIT #911**

**Town of Old Saybrook**

**Expires June 30, 2021**

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## **PREAMBLE**

The following contract, effective upon signing, unless otherwise specifically provided for herein, is entered into by and between the Town of Old Saybrook, hereinafter called the "Town" or the "Employer", and The United Public Service Employee's Union - Emergency Telecommunicator's Unit 911, hereinafter called the "Union" or "UPSEU", is designed to maintain and promote a harmonious relationship between the Town and its employees who are covered by the provisions of this contract in order that more efficient and progressive public service may be rendered. The Department of Police Services is the Department to which the "Union" members shall be assigned, hereinafter called the "Department". It is mutually agreed as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.0**

Within the meaning of Section 7-471 of the Connecticut General Statutes, the Town hereby recognizes the United Public Service Employees Union/UPSEU ("Union") as the exclusive bargaining agent for the purpose of collective bargaining for wages, hours and other conditions of employment for all full-time public safety dispatchers, excluding employees classified as "per diem" and all other personnel above the civilian rank of public safety dispatcher.

### **Section 1.1**

The parties agree that under the terms of this Agreement, full-time employees shall include employees who are regularly scheduled to work forty (40) hours per week or more.

### **Section 1.2**

All telecommunication services currently performed for the Town of Old Saybrook, including but not limited to, the Fire Department, Police Department, Ambulance Association or Emergency Management shall be performed by the members of this bargaining unit unless otherwise provided herein, i.e., use of "per diem" employees.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 2.0**

It is understood and agreed that the Town of Old Saybrook possesses the sole right and authority to operate and direct its Public Safety Dispatchers of the Town and its various departments in all aspects, including employees of this bargaining unit. Such authority shall include, but not be limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement and further provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement. These rights include, but are not limited to:

- (a) The right to determine its mission, policies and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted by employees of the Town;
- (c) To determine the methods, means and the number of personnel needed to carry out the departments' mission;
- (d) To direct the working forces;
- (e) To hire and assign or to transfer employees within the department to other applicable functions;
- (f) To promote, suspend, discipline or discharge for just cause;
- (g) To lay-off or relieve employees due to lack of work or funds;
- (h) To make, publish and enforce rules and regulations for the operation of each department;
- (i) To introduce new or improved methods, equipment or facilities;
- (j) To take any and all actions as may be necessary to carry out the mission of the Town and its departments in situations of civil emergency as may be declared by the Chief Executive, Police Chief or Fire Chief.

### **ARTICLE III - UNION SECURITY**

#### **Section 3.0**

All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service fee, for the duration of this Agreement or any extension thereof.

#### **Section 3.1**

Upon receipt of a signed signature form from the employee involved, the Employer agrees to deduct from the employee's pay each payroll period, such dues and/or service fees as determined by the Union. New employees shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) calendar days of employment.

#### **Section 3.2**

The amount of dues and/or fees to be deducted will be certified by UPSEU in writing and may be raised or lowered by UPSEU at any time upon a thirty (30) calendar day written notification by UPSEU to the Employer. Such payroll deductions as provided herein shall be remitted to the UPSEU Office along with an itemized list of employees with each employee's address, employee

number and showing the amount of dues deducted.

### Section 3.3

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Employer's operation by the employees of this bargaining unit, nor shall there be any lockout by the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

## **ARTICLE IV - NON-DISCRIMINATION**

### Section 4.0

The Town and the Union recognize their responsibilities under Federal, State and local law, relating to fair employment practices and reaffirm that there shall be no discrimination because of race, sex, color, creed, nationality or political belief, or for participation in, or affiliation with any labor organization.

A claim of discrimination that can be brought before the CHRO or the EEOC may be processed up to and including Step II of the grievance procedure. However, said claim shall not be processed to arbitration. Rather, the employee can choose, at any time, to file a claim with the CHRO or the EEOC.

## **ARTICLE V - SENIORITY**

### Section 5.0

Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service within the Town as a full-time dispatcher. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or layoff while eligible for recall. Seniority and seniority rights will not accrue during unpaid leaves of absence or layoff, but such rights will not be lost because of such leave.

In cases where multiple employees begin full-time service on the same date, the Chief of Police shall delineate seniority to the employees and the Union prior to the start of work. In cases where multiple employees are hired on the same day, their relative seniority shall be determined at the time of hire. In all cases, the Chief of Police shall make this determination at the time of hire.

### Section 5.1

All new hires shall be subject to a probationary period of one (1) year. For new employees, the one (1) year probationary period commences upon the date of hire. An employee, during his or her probationary period, may be disciplined up to and including termination of employment; neither the probationary employee nor the Union shall file a grievance. Any employee who satisfactorily completes his or her probationary period shall become a non-probationary employee. At the successful completion of the probationary period, seniority shall be retroactive

to the commencement of employment.

Days lost from work in excess of three (3) weeks for any reason during the probationary period shall not be counted as employment for purposes of computing the probationary period.

### Section 5.2

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

- (1) quits voluntarily;
- (2) is dismissed for cause;
- (3) retires;
- (4) fails to report to work within two (2) weeks of being notified that he is being recalled in accordance with Article XIV, Section 14.0;
- (5) fails to report to work upon the termination of an approved leave of absence;
- (6) is absent for a period of three (3) consecutive work days without notifying the Town;
- (7) is absent as a result of illness, accident or injury on the job not exceeding eighteen (18) months, unless extended by the Police Commission; or
- (8) if the employee has no more accrued vacation, sick or personal leave and thus would not be paid for time off from work, unless an unpaid leave of absence is granted by the Police Commission.

An employee, whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered a new employee if he/she is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VI - HOURS OF WORK**

### Section 6.0

- (a) The Department shall issue a work schedule to meet the operational needs of the Town of Old Saybrook and the Department of Police Services. The Department shall determine the number of shifts and their duration. The work schedule will be posted monthly and will be posted one month in advance of commencement.
- (b) The Chief of Police will solicit the shift preferences of all full-time, non-probationary, Public Safety Dispatchers, in January and July of each year. If needed, scheduling adjustments will be made when practicable in accordance with the Town and Department's operational needs. In the event of a conflict in employees' shift preferences, which cannot be resolved in any other manner by the Chief of Police, such conflict shall be resolved with the more senior employee receiving his/her shift preference for the relevant period.
- (c) The current scheduling practice for all employees shall continue in effect unless the Chief of Police needs to reassign Public Safety Dispatchers to meet an operational emergency that impacts the Town's public safety needs.

- (d) The current shifts are as follows:

Midnight shift	2300 hrs – 0700 hrs
Day shift	0700 hrs – 1500 hrs
Evening shift	1500 hrs – 2300 hrs

The work schedule will depend upon the number of full-time equivalents (“FTE’s”) that are working for the Department.

**6 FTE**

Employee	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Dispatcher 1	0	0	2	2	2	2	2
Dispatcher 2	0	2	2	2	2	2	0
Dispatcher 3	3	0	0	3	3	3	3
Dispatcher 4	0	0	1	1	1	1	1
Dispatcher 5	1	1	3	3	3	0	0
Dispatcher 6	2/3	2/3					2

**7 FTE**

Employee	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Dispatcher 1	0	0	2	2	2	2	2
Dispatcher 2	0	2	2	2	2	2	0
Dispatcher 3	3	0	0	3	3	3	3
Dispatcher 4	0	0	1	1	1	1	1
Dispatcher 5	1	1	3	3	3	0	0
Dispatcher 6	2/3	2/3					2
Dispatcher 7	2	3	3	0	0	3	3

- (e) The Department may schedule employees, prior to the posting of the work schedule, as it deems necessary to meet the operational and fiscal needs of the Town. This includes scheduling “per diem” personnel. The Department shall retain the right to require employees to work overtime assignments if shifts are unable to be filled. Extra shifts will be assigned in such a manner that conforms to an employee’s shift preference and current work schedule.
- (f) Should a vacancy occur within twenty-four (24) hours of the vacant shift, the Department will ask qualified on-duty full-time dispatcher(s) to fill said shift; however, if the full-time on-duty dispatcher(s) communicate that they do not want to stay to fill the vacant shift, the shift can be filled with either a full-time dispatcher or a “per diem” dispatcher at the discretion of the Chief of Police.

Should a vacancy occur more than twenty-four (24) hours in advance of the vacant shift, the Department shall first offer the shift using an overtime rotation system that is consistent with current Department practices. If no dispatcher elects to work the open shift, the Department may then choose to fill said shift with a “per diem” Public

Safety Dispatcher.

Section 6.1 - Overtime

- (a) Overtime Pay - Overtime pay shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay when a Public Safety Dispatcher works in excess of forty (40) hours in a work week. Paid vacation days, holidays and personal days are included in the calculation of forty (40) hours worked; however, sick days are not included in said calculation. This provision shall not apply to time worked resulting from a voluntary shift change arranged between two public safety dispatchers and approved by the Chief of Police.
- (b) When an employee is not scheduled to work on a holiday but is subject to forced overtime on that holiday, he/she shall be paid time and one-half (1-1/2) for all hours worked.
- (c) The overtime system shall commence with establishing an overtime list. The initial list shall be created by seniority, with the most senior Dispatcher being listed first. The list rotates in such a manner that when a Dispatcher elects to take an overtime shift, their name goes to the bottom of the list. If a Dispatcher declines to work an overtime shift his/her name goes to the bottom of the list. If a Dispatcher cannot take an overtime shift due to personal leave time, taking the shift would require in excess of sixteen contiguous hours of work, or the Dispatcher is already working, his/her place on the list remains the same. If no full time Dispatcher elects to take the overtime shift, the Department may then choose to fill said shift with a per diem Dispatcher.

Section 6.3 - Call-In Minimum

When an employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate.

**ARTICLE VII - WAGES AND BENEFITS**

Section 7.0

Employees shall be paid in accordance with the following schedule.

	Training	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2018 – 6/30/2019 (2.35%)	\$17.86	\$22.77	\$23.54	\$24.05	\$24.82	\$25.59	\$27.12
7/1/2019 – 6/30/2020 (2.35%)	\$18.28	\$23.31	\$24.09	\$24.62	\$25.40	\$26.19	\$27.76
7/1/2020 – 6/30/2021 (2.35%)	\$18.71	\$23.86	\$24.66	\$25.20	\$26.00	\$26.80	\$28.41

Note: Step 1 shall be paid after the employee has satisfied the field training requirements, as determined by the Chief of Police. Prior to doing so the employee shall be paid at the training rate.



## Section 7.2

Employees not at maximum shall advance one step on the salary schedule on July 1<sup>st</sup>, and annually thereafter (i.e., every July 1<sup>st</sup>, provided they have completed at least one (1) full year of service).

## Section 7.3

Except as otherwise provided below, the Town agrees to provide and pay for the cost of the following medical coverage, or comparable coverage, for full-time employees and their dependents. The Town shall have the right to change insurance carriers, and/or self-insure, so long as comparable coverage is provided.

- A. Continuing through June 30, 2020, employees may enroll in the \$2,000/\$4,000 High Deductible Health Plan;
  - i. For the July 1, 2018 through June 30, 2020 contract years the Town will contribute fifty percent (50%) towards the deductible to the employee's Health Savings Account. Employees who enroll in the HSA Plan must remain in the Plan for the entire fiscal year.
  - ii. Continuing through June 30, 2019, employees shall contribute by weekly payroll deduction fourteen percent (14%) towards the cost of the health insurance premium.
  - iii. Effective July 1, 2019, employees shall contribute by weekly payroll deduction fourteen and one-half percent (14.5%) towards the cost of the health insurance premium.
- B. Effective July 1, 2020, employees may enroll in the \$2,250/\$4,500 High Deductible Health Plan which includes \$5/\$25/\$35 Rx Drug Co-Pays after deductible;
  - i. For the July 1, 2020 through June 30, 2021 contract year the Town will contribute forty-five percent (45%) towards the deductible to the employee's Health Savings Account. Employees who enroll in the HSA Plan must remain in the Plan for the entire fiscal year.
  - ii. Effective July 1, 2020, employees shall contribute by weekly payroll deduction fifteen percent (15%) towards the cost of the health insurance premium.
- C. Beginning July 1, 2018 and continuing thereafter the Town shall offer a voluntary health and wellness initiative that focuses on participation in age and gender appropriate preventive health exams and screenings, including biometric screenings. Any employee who meets the requirements of the Town's voluntary health and wellness initiative in any fiscal year shall have his/her contributions towards premiums reduced by one percent (1%) as compared to those contribution rates set forth above in the subsequent year. To meet the requirements of the voluntary health and wellness initiative, the employee and his/her covered dependents must undergo

the following examinations:

- An annual physical (and any test related to such physical);
- An annual dental examination;
- A vision examination (in accordance with the frequency requirements of the health care provider);
- Women's wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

In addition, the employee and his/her covered dependents must undergo the following biometric screenings:

- Height and weight in order to calculate the individual's body mass index (BMI);
- Systolic and Diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

- D. Life Insurance during an employee's employment in an amount of two (2) times the employee's salary.
- E. BC/BS Full Service Dental Plan with amendatory riders for additional basic benefits, prosthodontics, and periodontics.
- F. Full-time dispatchers shall not be eligible to receive medical insurance benefits upon retirement except for Robert Dahlstrom and James Shake. Therefore, if Robert Dahlstrom or James Shake retires from the Town after a minimum of fifteen (15) years of continuous full-time service and having reached the age of fifty-five (55), they will be eligible for retiree health insurance. Specifically, they will be provided with the same health insurance as active bargaining unit employees, which will change in accordance with negotiations for active employees. Further, they will be responsible for the same negotiated premium share as active employees which will change in accordance with negotiations. If Mr. Dahlstrom or Mr. Shake has any dependents following their retirement from the Town, they will pay the full cost of such dependent coverage at the Town's group rates. In the event the retiree should die, the eligible dependent(s) coverage will be continued for life, provided the eligible dependent(s) continuously pay for the full cost of such coverage at the Town's group rates.
- G. Employees may elect to waive, in writing, the medical insurance coverage provided by the Town and in lieu thereof may receive an annual payment from the Town of

\$1,000 for waiving single coverage and \$2,000 for waiving single plus one or family 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 either \$500 or \$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<sup>st</sup> of each fiscal year indicating his/her intent not to participate in medical insurance coverage provided by the Town. Further, such employees must present evidence to the Town that they are covered under another insurance program. Employees may elect to resume medical 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 First Selectman or his designee in writing.

1. Involuntary termination of the alternative health benefits 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 pro-rata share of any waiver payment made.

#### Section 7.4 - Pension Benefits

Except as otherwise provided below, employees shall continue to be covered by the Pension Plan of the Town. However, employees hired on or after July 1, 2017 will not be eligible to be Participant's in the Town's Pension Plan. Rather, said employees will be eligible to participate in the Town's Defined Contribution Plan. Employees in the Defined Contribution Plan must contribute a minimum of five percent (5%) of base pay to the Defined Contribution Plan. The Town agrees to match employee contributions to the Defined Contribution Plan up to a maximum of eight percent (8%) of base pay. If an employee's employment is terminated for other than just cause during the fiscal year, the employee shall receive a pro rata Town contribution based upon the number of full months of employment the employee completes during the fiscal year, subject to the vesting requirements set forth below.

The Defined Contribution Plan will have the following vesting schedule applicable to the Town's contributions:

After one (1) year of employment – 20%

After two (2) years of employment – 40%  
After three (3) years of employment – 60%  
After four (4) years of employment – 80%  
After five (5) years of employment – 100%

Employees will have the right to self-direct their contributions to the Defined Contribution Plan from among the investment fund options offered by the Plan selected by the Town.

Employees hired on or before June 30, 2017 may elect to withdraw from the Pension Plan of the Town and join the Town's Defined Contribution Plan in accordance with the terms of the Defined Contribution Plan and all applicable addenda to such Plan.

#### Section 7.5 - Automobile Reimbursement

An employee who uses his or her personal vehicle in the service of the Town shall receive the vehicle usage rate as determined by the U.S. Internal Revenue Service.

#### Section 7.6 - Advanced Education

Any employee who has earned a Bachelor's Degree from an accredited college or university shall have a total of \$500.00 added to his or her annual income. Any employee who has earned an Associate's Degree shall have \$250.00 added to his or her annual income.

### **ARTICLE VIII - HOLIDAYS**

#### Section 8.0

Each full-time employee hired before July 1, 2015 shall be eligible for the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Presidents Day	Labor Day	Christmas Eve Day
Good Friday	Columbus Day	Christmas Day
Easter Sunday	Veteran's Day	

For employees hired on or after July 1, 2015, the Town shall pay employees for seven (7) of their holidays in lieu of providing a day off with pay for each holiday; such employees shall not observe Christmas Eve as a holiday or receive pay for such day.

The above holidays shall be accrued as paid days off at the beginning of each fiscal year. Employees hired during the fiscal year shall accrue days off for any holidays that have not yet occurred at the time the employee is hired.

Probationary employees shall be eligible for holidays/paid days off after completing all Department-required field training.

## **ARTICLE IX - VACATIONS**

### **Section 9.0**

Each full-time employee who has less than one (1) year of completed service prior to July 1st shall be eligible for one (1) day of paid vacation for each month of completed service up to a maximum of ten (10) working days of vacation.

Probationary Public Safety Dispatchers will accrue vacation during their probationary period but will not be eligible for time off with pay until after completing all Department required field training. Any accrual will be forfeited if employment is terminated prior to the employee being eligible for time off with pay. Vacation days must be taken in increments of full days.

### **Section 9.1**

Each full-time employee who has completed one (1) full year of service shall be eligible for ten (10) working days of paid vacation.

### **Section 9.2**

Each full-time employee who has completed between five (5) and ten (10) years of service shall be eligible for fifteen (15) working days of paid vacation.

### **Section 9.3**

After the tenth (10<sup>th</sup>) year of completed service by July 1<sup>st</sup>, one (1) day shall be added to their vacation time for each additional year of service up to a maximum of twenty (20) days.

### **Section 9.4**

In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro-rata accumulated vacation leave pay. If the employee has neither spouse nor children the pro-rata accumulated vacation leave pay shall be paid to the estate of the deceased employee.

### **Section 9.5**

All vacation earned but not taken shall be paid in the event an employee is laid off by the Town or resigns with two (2) weeks notice. If an employee resigns without providing two (2) weeks notice, all vacation earned but not taken shall be forfeited.

### **Section 9.6**

With permission of the Chief of Police or his/her designee, employees may be permitted to carry over ten (10) unused vacation days from one (1) fiscal year to the next providing the vacation days carried forward are used in the first six (6) months of the new fiscal year. Such permission shall not be unreasonably denied. In addition employees may request pay for up to ten (10) unused vacation days at any time in any fiscal year.

### Section 9.7

Vacation eligibility will not accrue during unpaid personal leaves of absence.

### Section 9.8 - Vacation Scheduling

Employees, who request vacation time for the equivalent of one (1) pay period, as defined by the Department, shall submit their vacation request at least two (2) months in advance.

Employees, who request vacation time for the equivalent of less than one (1) pay period, but more than one day, shall submit their vacation request at least one (1) week in advance of the posting of the schedule.

Employees, who request vacation time for the equivalent of one (1) work day, shall submit their vacation request at least two (2) days in advance.

Such notice requirements may be waived by the Chief of Police at his discretion based upon the operational needs of the Department.

The Department will maintain its current practice for the submission of vacation requests.

In all cases, in the event that two (2) Public Safety Dispatchers request the same, or relatively the same, vacation time period, the senior most public safety dispatcher shall prevail.

The Chief of Police reserves the right to deny, cancel, or amend vacation request/time based on the operational emergency needs of the Department and the Town of Old Saybrook. The Chief of Police's decision will not be made in an arbitrary or capricious manner.

### Section 9.9 - Advance Pay

Vacation pay shall be paid in advance at the time of vacation, at the request of the employee, provided the employee gives at least two (2) weeks notice of said request.

### Section 9.10 - Segments

Vacation shall not be taken in segments of less than a half (1/2) day.

## **ARTICLE X - LEAVE PROVISIONS**

### Section 10.0 - Earned Sick Leave

- (a) Employees shall earn a maximum of eighteen (18) days paid sick leave per year at the rate of one and one half (1-1/2) days per month. Employees may accumulate a maximum of ninety (90) days sick leave. Part-time employees shall accrue sick leave on a pro-rata basis. Employees hired after July 1, 2012, shall earn a maximum of twelve (12) days paid sick leave per year at the rate of one (1) day per month.

Employees may accumulate a maximum of ninety (90) days sick leave.

- (b) New employees, upon completion of the probationary period, shall be eligible for sick leave computed from their date of employment.
- (c) For absences over three (3) consecutive working days, the Town may require proof of illness. Proof of illness may include a doctor's certificate, personal affidavit, or other reasonable verification available to the employee which is acceptable to the Chief of Police or his/her designee.
- (d) Sick days must be taken in increments of no less than one-half (1/2) days.
- (e) At the discretion of the Chief of Police, sick leave will not be paid beyond three (3) shifts in a rolling thirty (30) day period without verification of illness in the form of a certificate from a physician stating that such illness prevented the employee from working. The Chief of Police will notify the employee prior to his return to work.

#### Section 10.1 - Sick Leave Recognition

The Town provides sick leave as a benefit to members of the bargaining unit for specific illness or injury. The Town recognizes additional use of sick leave as follows:

In the event of the retirement, death, resignation or termination (except for cause) of an employee, with at least ten (10) years of continuous service, the employee or employee's estate shall receive payment for up to one-half (1/2) of the employee's accumulated sick leave, up to a maximum payment of forty-five (45) days unused accumulated sick leave, at the rate of pay in effect at the time of said qualifying event. Employees hired after July 1, 2012 shall not be eligible to receive payment for accrued but unused sick time upon retirement, death, resignation or termination.

#### Section 10.2 - Exhaustion of Sick Leave

Upon the exhaustion of an employee's accrued sick leave, the Old Saybrook Police Commission, in its discretion, and at the request of the Chief of Police, may provide an employee with an unpaid leave of absence; employees shall not accrue contractual benefits during this period of time. A denial of a request for an unpaid leave of absence shall not be subject to the Grievance Procedure.

#### Section 10.3 - Emergency Leave

In the event of illness or injury in the immediate family, which requires the attendance or aid of the employee, the employee may utilize earned sick leave.

#### Section 10.4 - Jury Duty Leave

Leave shall be granted for jury duty, and the Town will pay the difference between the employee's regular pay and his/her compensation for said jury duty, provided the employee has notified the

Chief of Police or his/her designee and proper certification of said jury duty compensation has been provided.

#### Section 10.5 - Military Leave

Military leave shall be provided in accordance with applicable law.

#### Section 10.6 - Personal Leave

Each employee shall be entitled up to three (3) personal days each year of the contract without loss of pay, non-accumulative, for the purpose of transacting personal business which cannot be carried out on the employee's regularly scheduled day off. Personal leave time may not be taken in lieu of sick days or vacation days. Any employee wishing to take personal leave time shall normally request such leave at least three (3) days in advance, with the reason given to the Chief of Police. In cases of extreme emergency when such notice cannot be given, the employee shall, upon request, supply a written statement of reasons. Personal leave shall not be taken on days immediately before or immediately after vacation leave, sick leave or holidays, unless an emergency occurs for which it is necessary to use the personal day, provided such use has been approved by the Chief of Police.

#### Section 10.7 - Leave of Absence

- (a) Leave of absence without pay up to twelve (12) months may be authorized by the Police Commission in cases of exceptional need for those employees who have acquired seniority, with a minimum of one (1) year of employment. Leaves may be granted for such reasons as serious illness, military, study, personal business, maternity/paternity, government and/or professional service, but not for the purpose of obtaining gainful employment elsewhere. Employees accepting such employment elsewhere during a leave of absence, except as provided elsewhere in this Agreement, shall be considered to have quit without notice.
- (b) An employee requesting a leave of absence shall do so in writing stating the reason for and the length of such leave, to the Chief of Police who will forward said request with the Police Commission, who shall review and make a final decision, in its discretion. An application for extension of a leave of absence shall also be processed in the aforementioned procedure.
- (c) An employee on a leave of absence without pay shall not accrue sick/or vacation time and will not receive pay for holidays falling within the leave of absence. During the period of leave without pay, except for military leave, the employee shall not be credited for length of service. However, the employee's length of service and accumulated sick and vacation time will be reinstated upon return from the absence.
- (d) Subject to and consistent with the regulations of the carrier, the group life insurance coverage may be continued during a leave of absence, provided direct payment of the monthly premium is made through and as prescribed by the Personnel Office.



- (e) When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, prior to returning to work the employee must procure and make available certification that the employee is physically and/or mentally fit to perform his/her duties.
- (f) An employee returning from a leave of absence shall notify the Chief of Police or his/her designee, in writing, ten (10) working days prior to the actual return date.
- (g) An employee returning from a leave of absence of a fixed period of time will be reinstated to his/her former classification, or one of comparable status, unless the employee's or the Town's circumstances have so changed as to make it unreasonable to do so.
- (h) An employee who fails to report for work on the specified date after the expiration date of leave of absence shall be considered terminated. However, if the employee's failure to return to work is on account of sickness, injury or other serious reason beyond his/her control, employment will be reinstated provided he/she has notified the Chief of Police or his/her designee, prior to the specified return date, the cause of delay and the expected return date.

#### Section 10.8 - Bereavement Leave

- (a) Special leave, not to exceed five (5) days with pay shall be granted to an employee in the event of a death of a spouse, mother, father, mother-in-law, father-in-law, grandmother, grandfather, child, grandchild, sister, brother, or persons domiciled in the employee's household. Said leave shall be granted only for those days on which the employee was scheduled to work.
- (b) Special leave, not to exceed three (3) days with pay, shall be granted for the death of a sister-in-law, brother-in-law, aunt or uncle. Said leave shall be granted only for those days on which the employee was scheduled to work. Other arrangements may be worked out between the employee and the Chief of Police when certain circumstances occur.

### **ARTICLE XI - GRIEVANCE PROCEDURE**

#### Section 11.0

A grievance is defined as a dispute concerning an alleged breach of the provisions of this Agreement. A grievance shall be processed in the following manner:

##### Step I - Chief of Police or his/her designee

The employee and/or his representative shall within thirty (30) days of the incident giving rise to the grievance present the grievance to the Chief of Police or his/her designee. The Chief of Police or his/her designee shall notify the employee and his/her representative of his decision in writing within five (5) working days from the day the grievance was submitted.

## Step II - Board of Police Commissioners

If the grievance is not resolved by the decision received above, the employee and/or his/her representative may request further review by the Board of Police Commissioners, or designee, within five (5) working days of the prior decision. The Board of Police Commissioners, shall, within seven (7) working days, review the facts with all those concerned present at a special meeting to be called by the Board of Police Commissioners or its designee. Within seven (7) working days thereafter, the employee and/or his/her representative shall be notified in writing of the decision which has been reached.

## Step III - First Selectman

If the grievance is not resolved by the decision received above, the employee and/or his/her representative may request further review by the First Selectman or his designee within five (5) working days of the prior decision. The First Selectman or his designee, shall, within five (5) working days, review the facts with all those concerned present at a special meeting to be called by the First Selectman or his designee. Within five (5) working days thereafter, the employee and/or his/her representative shall be notified in writing of the decision which has been reached.

## Step IV- Mediation

If the grievance is not resolved by the decision of the First Selectman or designee, the parties may jointly agree to submit a request for mediation to the Connecticut State Board of Mediation and Arbitration.

## Step V - Arbitration

If the grievance is not resolved by mediation, or if the parties do not agree to submit a request for mediation of the grievance, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for arbitration in accordance with its rules. The grievance must be submitted to arbitration within twenty (20) calendar days following mediation, or within twenty (20) calendar days of the First Selectman's Step III decision, with a copy of the request provided to the First Selectman within such time period. The decision of the arbitrators shall be final and binding on all parties. The arbitrator shall be bound by and must comply with all of the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

In the event that the Town's representative does not respond within the time periods set forth above, the Union shall have the right to appeal the grievance to the subsequent step.

## Section 11.1

Any time limits specified within this Article may be extended by mutual written agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

### Section 11.2

A maximum of two (2) officers or stewards, at any one time, as shall be designated by the Union for representing aggrieved employee(s) for the purpose of adjusting grievances, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

### Section 11.3

One (1) officer of the Local Union shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings. The same shall apply for the principal participants as mutually agreed to prior to the hearing.

## **ARTICLE XII - SAFETY AND HEALTH**

### Section 12.0

The employer agrees to provide a safe and healthy work environment for all employees.

## **ARTICLE XIII - SAVINGS CLAUSE**

### Section 13.0

Should any provision of this Agreement be determined to be invalid by a Court of competent jurisdiction the validity of the remaining portions of this Agreement shall not be affected thereby. The Parties agree to immediately commence negotiations over a substitute for the invalidated provision.

## **ARTICLE XIV - REDUCTION IN FORCE**

### Section 14.0

Layoff. In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:

- A. Part-Time / Per Diem
- B. Probationary Employees in the classification affected
- C. Full-time Non-Probationary Employees by seniority in the classification affected

Recall. Laid off employees shall retain recall rights for a period of twelve (12) months. Recall shall be in the inverse order of layoff. Notice of recall shall be sent certified, return receipt requested, to the employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An employee who fails to return to work within two (2) weeks of the notice of recall shall forfeit recall rights.

### Section 14.1

An employee shall be given two (2) weeks notice of layoff or shall receive two (2) weeks pay in lieu of said notice.

## ARTICLE XV - MISCELLANEOUS

### Section 15.0

The Town will place a bulletin board in an accessible place in the Department for the exclusive use of the Union to post Union notices in accordance with the Municipal Employees Relations Act ("MERA").

### Section 15.1 - Contract Distribution

The Union shall be informed of all new hires and successful completion of the employee's probationary period. Five (5) signed contracts will be provided to an UPSEU representative at the time of signing.

### Section 15.2 - Medical

The Town shall provide to the employee, upon his/her consent and free of charge, such medical injections for common and contagious diseases in accordance with the Town's policies.

### Section 15.3 - Meal Allowance

The Town will continue to provide, in its discretion, a meal or a meal allowance during times of emergencies.

### Section 15.4 - Clothing

- (a) The Town, at its expense, shall furnish each full-time Public Safety Dispatcher, at the successful conclusion of the Department's Field Training Program, the uniforms and equipment deemed necessary by the Chief of Police. Public Safety Dispatchers are responsible for the purchase and maintenance of their uniforms from their date of hire until successful completion of the Department's Field Training Program.

- (b) The Chief will provide the following items to a Public Safety Dispatcher after (s)he successfully completes the Department Field Training Program:

- 3 Class B Uniform Short Sleeve Shirts
- 3 Class B Uniform Long Sleeve Shirts
- 3 Class B Uniform Pants
- 1 Set of Class C - Utility Uniform
- Hat
- Three Season Jacket
- Name Tag
- Awards/Decorations
- 2 Badges
- Job Shirts

- (c) Each full-time Public Safety Dispatcher shall have their uniforms cleaned at a

professional service designated by the Department. The Department shall pay for three (3) uniform sets each week and one (1) jacket per month. Employees who exceed the weekly limit shall be responsible for additional charges.

- (d) Each full-time, non-probationary employee shall be credited with a replacement clothing/equipment account of up to three hundred dollars (\$300.00). Said credit shall begin following the employee's second year of service.
- (e) Each full time Public Safety Dispatcher may request uniform items and they shall be supplied if the equipment/uniform requested is approved by the Department and funds exist to make said purchase. The total cost, including shipping and other related costs, will be deducted from the employee's uniform allocation.

#### Section 15.5

Employees shall receive their pay on a weekly basis. However, if the Town's other bargaining units agree upon a bi-weekly payroll, the Town may change payroll for the bargaining unit to a bi-weekly basis. The Town shall have the option to issue payroll by direct deposit only with email confirmation.

#### Section 15.6

Employees on leave due to a work related injury shall be paid the difference between their regular wages and the amount of workers' compensation payments for a period of time not to exceed six (6) months. It is understood, however, that if it is determined at any time during the employee's absence that he will not recover so that he will be able to perform the essential functions of his position, his/her employment with the Town will be separated.

Employees may initially draw from their accrued sick leave sufficient leave time to receive full pay until such time as workers compensation payments commence. At such time, the employee's sick leave account shall be restored when the employee reimburses the Town for the sick leave taken.

#### Section 15.7

The Town shall determine the content of all job descriptions provided any changes of current job functions shall be submitted by the Town to the Union for its review and comment. It is understood that incidental duties, within the scope of the job description, whether enumerated in job descriptions or not, shall be performed by employees. Job descriptions will be reviewed and discussed as part of the annual performance evaluation process and will be revised and updated as necessary.

#### Section 15.8 - Evaluations

All employees will be evaluated annually each year by the Chief of Police or his/her designee. The evaluation will not be used for the purposes of wages or disciplinary action. An employee receiving an unsatisfactory evaluation will receive a re-evaluation within a six (6) month period.

All completed evaluation documents will be reviewed and signed. The employee will receive a copy of his/her evaluation document. The original will be held in the employee's personnel/employment file.

## **ARTICLE XVI - DISCIPLINARY ACTION**

### **Section 16.0 - Objective**

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

- (a) All disciplinary action shall be for just cause and shall be stated in writing with the reason given and a copy given to the employee.
- (b) When an employee has received no disciplinary action for a period of twelve (12) consecutive months, his/her record will be considered clear and no prior violations may be considered in any future disciplinary actions except for misconduct resulting in suspension of two (2) days or more which shall remain as part of an employee's personnel file.

### **Section 16.1 - Probationary Employees**

Probationary employees may be terminated at any time during the probationary period without recourse to the grievance and arbitration provisions of this Agreement.

### **Section 16.2 - Suspension/Discharge Approval**

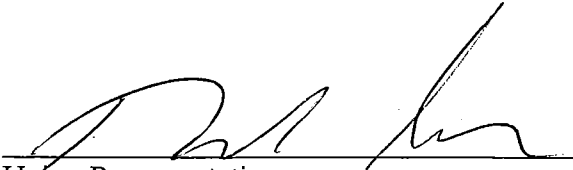
The Chief of Police or his/her designee may impose discipline up to and including a suspension without pay for up to ten (10) days. The First Selectman may issue discipline greater than a ten (10) day unpaid suspension, up to and including discharge of the employee.

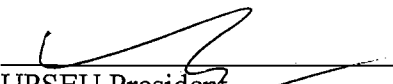
**ARTICLE XVII - DURATION**


**Section 17.0**


Unless specifically provided otherwise, this contract shall be effective upon signing and shall remain in full force and effect until June 30, 2021. Negotiations for a successor agreement shall proceed according to the provisions of the Municipal Employee Relations Act.

**FOR UPSEU, UNIT #911**

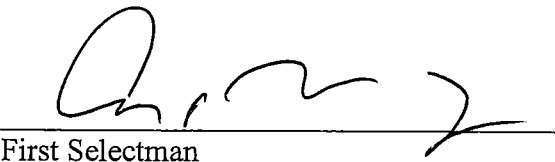
  
\_\_\_\_\_  
Union Representative  
Ronald E. Suraci

  
\_\_\_\_\_  
UPSEU President  
Kevin E. Boyle

  
\_\_\_\_\_  
UPSEU Local #911 President  
Michael Paronis

  
\_\_\_\_\_  
UPSEU Local #911 Vice-President  
Daniel Adams

**FOR THE TOWN OF OLD SAYBROOK**

  
\_\_\_\_\_  
First Selectman

  
\_\_\_\_\_  
Police Chief