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***Collective Bargaining Agreement***

***Between***

***Town of Waterford***

***And***

***United Public Service Employees Union/Connecticut  
Organization for Public Safety Division (UPSEU/COPS)  
Waterford Police Union***

***July 1, 2019 - June 30, 2022***

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PREAMBLE

The parties to this Agreement are the Town of Waterford (hereinafter referred to as the "Town" or "Employer") and United Public Service Employees Union/Connecticut Organization for Public Safety Division (UPSEU/COPS), Waterford Police Union (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time investigatory and uniformed employees of the police department with authority to exercise police powers, exclusive of the chief and deputy chief of police.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 The Employer shall continue to have, whether exercised or not, all of the functions of management and shall have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management, except as specifically abridged or modified by a specific provision in this Agreement, including, but not limited to, the following items:
- A. the operation and direction of the Police Department;
  - B. the determination of the level of services to be provided;
  - C. the direction, control, supervision and evaluation of officers;
  - D. the establishment or change of job assignments;
  - E. the increase, change or discontinuation of operations in whole or in part;
  - F. the institution of technological changes;
  - G. the revising of processes, systems or equipment;
  - H. the alteration, addition or elimination of existing methods, equipment or facilities;
  - I. the determination of the location, organization, number and training of personnel;
  - J. the assignment of duties and work assignments;
  - K. the assignment of duty stations;
  - L. the scheduling and assigning of leaves;
  - M. the hiring, appointment and promotion of officers;
  - N. the demotion, suspension, discipline or discharge of officers for just cause;



- O. the making, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary, provided however that no specific provision in this Agreement is violated;
- P. the transfer, layoff, or relief of employees from duty for legitimate reasons.

during an emergency, the Town shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

#### ARTICLE DI

#### STRIKES AND LOCKOUTS

- 3.1 The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered under this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, sympathy strike, or refusal to perform in whole or in part duties of employment, including upon termination of this Agreement.
- 3.2 The Union agrees further that should any officer or group of officers covered by this Agreement engage in any such job action, the Union shall disavow such activity, refuse to recognize any such job action and will notify, in writing, such employee or group of employees to terminate any such job action.
- 3.3 The Town and the Department shall not lock out employees during the life of this Agreement, including upon termination of the Agreement.

#### ARTICLE IV

#### UNION DUES AND DEDUCTION

- 4.1
  - a) All employees, covered herein who voluntarily join or voluntarily remain in the Union may voluntarily pay to the Union each week during the life of this Agreement, or any extension thereof, Union Dues.
  - b) The Town agrees to deduct Union membership initiation fees, if any, and weekly dues from the pay of those employees who individually and in writing voluntarily authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted weekly to a maximum of 4 times per month to the Treasurer of the Union after such deductions are made.
- 4.2 In the event an employee receives no pay on the payday in which dues are to be deducted, no deductions shall be made for that week:

- 4.3 When a member's dues are not deducted by reason of the conditions described in Sec. 4.2, or by reason of an extended absence from the Department during which time the member is not paid, and such member returns to active duty, the Town shall reactivate and continue the deduction of the member's dues.
- 4.4 The Union agrees to indemnify and save the Town harmless against any and all claims, suits and other forms of liability arising out of the deduction of money for union dues from an employee's pay including reasonable attorneys' fees and costs. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union.

## ARTICLE V

### GRIEVANCE PROCEDURE

- 5.1 A grievance is a dispute between an employee (or the Union) and the Town involving the interpretation or application of this Agreement including•
- a) Discharge, suspension or other disciplinary action.
  - b) Interpretation and application of rules and regulations and policies of the Waterford Police Department.
- 5.2 Any employee may use this grievance procedure with or without Union assistance. An employee utilizing this grievance procedure without Union assistance may do so only through Step 2. Only the Union may submit a grievance to arbitration.
- 5.3 No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
- 5.4 A grievance shall be processed in the following two (2) steps.

#### Step 1.

- a) With the exception of a grievance from the removal or suspension of an officer for more than thirty (30) days by the Board of Police Commissioners, any employee who has a grievance shall reduce the grievance to writing and submit it to the Chief of Police within ten (10) working days of the date of the occurrence, and the Chief of Police shall use his best efforts to settle the dispute. The Chief of Police shall submit his decision in writing to the aggrieved employee and the employee's representative, if any, within ten (10) working days of receipt of the grievance.
- b) A grievance from the removal or suspension of an officer for more than thirty (30) days, shall skip Step 1 and be filed directly at Step 2.



\_\_\_\_\_ If the Union is not satisfied with the decision rendered, the Union may, within fifteen (15) working days, submit the grievance to the Connecticut State Board of Mediation and Arbitration (CSBMA), with written notice to the Town, and the decision rendered by the arbitrator(s) shall be final and binding upon both parties. Any grievance dealing with discipline of less than ten (10) days suspension may be arbitrated under the expedited rules of the Board. In lieu of arbitration before the Connecticut State Board of Mediation and Arbitration, either party may transfer discipline or non-disciplinary discharge cases to the American Arbitration Association ("AAA") provided however, that if the discipline involves less than a twenty (20) day suspension, the expenses of AAA shall be borne by the moving party and provided further that if the discipline is greater than or equal to a twenty (20) day suspension (including termination or a non-disciplinary discharge), the expenses of AAA shall be shared equally by the Town and the Union. When either the Town or the Union seeks to move a matter to AAA, the moving party shall provide notice of the transfer within five (5) working days of the transfer. Under no circumstances shall a case be transferred to AAA after the CSBMA has scheduled such case for arbitration, unless by mutual agreement of both parties.

- 5.5 The mediation services of the State Board of Mediation and Arbitration may be used provided both parties mutually agree on the desirability of this service.
- 5.6 If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- 5.7 Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and submitted in writing.
- 5.8 Either party shall have the right to employ a public stenographer at any step in this procedure at its own expense.
- 5.9 The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.
- 5.10 Employees and the Police Union shall have the right to representation whenever representation is desired by either an employee or the Police Union at their own expense.
- 5.11 Working days, as set forth in this Article, shall mean Monday through Friday, excluding Saturday, Sunday and holidays.
- 5.12 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provisions of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award

of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town.

## ARTICLE VI

### DISCIPLINARY PROCEDURES AND PRIVILEGES

- 6.1 No permanent employee shall be discharged, terminated, demoted, suspended or disciplined in any manner except for just cause. Corrective or developmental instruction interviews of an Officer by a Supervisor do not constitute discipline and shall not be grievable and/or arbitrable.
- 6.2 As used in this article, the term "demoted" may include the transfer of an employee laterally or otherwise, resulting in a reduction of employee's wages or other benefits the employee had in said position.
- 6.3 The Chief and/or designee are authorized to award discipline upon a finding of just cause, to a maximum penalty of thirty calendar (30) days' suspension without pay. Such discipline may also include lesser suspension and/or warnings or reprimands. The Chief is authorized upon a showing of probable cause to place an employee who has been arrested on an unpaid administrative leave.
- 6.4 Where the Town proposes to implement discipline greater than or equal to a two (2) day suspension, and up to, and including, termination, the Chief or designee shall before discipline is imposed 1) serve written notice on the employee and the Union setting forth: (a) the nature of the discipline proposed, (b) the general charges against the employee and the rules, if any, which the employee is alleged to have violated, and c) offer to provide the documentation, if any, relied upon by the Town; 2) provide the employee with an opportunity to meet, together with Union representation if requested, with the Chief and/or designee in order to provide the employee with an opportunity in writing or in person, to make a defense with respect to the proposed discipline. The Employee shall have the opportunity to present at the meeting available witnesses and/or documentation.
- 6.5 Discipline other than that described in Sec. 6.3 above shall be awarded only by the Board of Police Commissioners who shall also be authorized to award those lesser amounts of discipline described in Sec. 6.3 above, provided that no employee shall be discharged, terminated, demoted, suspended, or disciplined in any other manner by the Board of Police Commissioners except for just cause, and after being provided with an opportunity to meet, together with Union representation, if requested, with the Board of Police Commissioners in order to provide the employee with an opportunity in writing or in person, to make a defense with respect to the proposed discipline. The Employee shall have the opportunity to present at the meeting available witnesses and/or documentation. Further, in the case of removal the employee shall be entitled to a hearing before said Board of Police Commissioners.
- 6.6 All removal proceedings before the Board of Police Commissioners shall require notice to the employee at least fourteen (14) calendar days prior to the date of the removal hearing; parties have the right to reschedule the removal hearing for cause. Said notice shall contain the particular



provisions of the Department's Rules and Regulations the employee is alleged to have violated, and shall further contain a detailed description of the acts allegedly committed by the employee in violation of said Rules and Regulations.

- 6.7 Not later than ten (10) calendar days prior to the date of the removal hearing, the Chief or Deputy Chief shall furnish the Union with copies of all statements, reports, and other documents pertaining to the charges against the employee, as well as the names and addresses of all witnesses to the alleged misconduct of the employee, and the Union shall provide the same aforementioned information, if available, to the Chief or designee not later than ten (10) calendar days prior to the date of the removal hearing.
- 6.8 At all removal hearings before the Board of Police Commissioners, all witnesses shall be sworn, and the employee shall have the right to Union representation. Such removal hearings shall be closed to the public, including the press, unless the Union or Town requests a public hearing. The Board of Police Commissioners shall render their decision and notify the employee and the Union thereof not later than ten (10) calendar days after the removal hearing is closed.
- 6.9 When any police officer is under investigation and subjected to investigative interview, which could lead to disciplinary action, the officer may be ordered to respond to the questions. If the officer refuses to respond to questions or submit to investigative interview, he shall be informed that the failure to reply fully and truthfully to the questions may result in discipline for insubordination and related charges. The officer shall be further advised if ordered to respond to questions that his answers and any information or evidence gained by reason of his answers cannot be used against him in any criminal proceeding unless he knowingly and willingly provides false statements or information in his answers.
- 6.10 The Employee upon request shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee may be subject to interrogation.
- 6.11 Any permanent employee who is discharged, disciplined, terminated, or demoted is authorized to challenge said action, including the severity of the punishment, by submitting a grievance in accordance with Article V of this Agreement. During the probationary period the employee may be disciplined and/or discharged by the Town without recourse through the grievance and arbitration procedure. Non discharge discipline of any employee employed by the Town in his or her probation period is not subject to the grievance and arbitration procedure of this Agreement. Non discharge discipline issued to a probationary employee will not be considered as precedent setting.
- 6.12 Any employee who is discharged or terminated shall receive all medical benefits as outlined in Article XXV Insurance, of the bargaining agreement, until a decision is rendered by the State Board of Mediation and Arbitration. This is to be paid by the employee at the group rates, provided the employee pays the group rates on a regular monthly basis.

ARTICLE VIICIVILIAN COMPLAINTS PROCEDURE

- 7.1 Notwithstanding anything in this Article to the contrary, the procedures set forth herein shall not apply to criminal complaints. In the event that these procedures conflict with state law and/or policy, which may be amended from time and time and with which the Department is required to comply regarding the processing of civilian complaint, said law or policy will govern.
- 7.2 Whenever a civilian complaint is made against a member or group of members of the Department, relating to his or their conduct as an officer, or the manner in which such officer(s) discharges his or their duties, said officer may be subject to discipline.
- 7.3 Copies of any statements given by the complainant or witnesses shall be provided to the accused employee(s) at the time of any interview by the Chief or designee.
- 7.4 Civilian complaints shall be accepted regardless of when the alleged misconduct is alleged to have occurred. However, the timing of a complaint is one of the circumstances that the Chief may consider in determining whether misconduct can be reliably substantiated and, if so, the nature and extent of discipline to be imposed. Where a delay in reporting alleged misconduct may call into question the veracity of the complainant, or has resulted in the loss or destruction of evidence or the inability to locate witnesses due to the passage of time, the facts and circumstances shall be detailed in the report.
- 7.5 If the Chief or designee intends to display photographs of employees to a complainant for the purpose of identification, the Chief or designee shall notify the Union and permit a Union representative to be present at the photographic display in order to ensure that the photographs or method of display are not impermissibly suggestive. If the Union representative objects to the display or photographs, then the objection shall be duly noted and made a matter of record.
- 7.6 Whenever a civilian complaint is made against an employee relating to his conduct as an officer or the manner in which such officer discharges his duties and such complaint results in a hearing or inquiry, said employee shall be entitled to be represented by the Town Attorney or an attorney to be provided by the Town at no expense to the member if required by Connecticut General Statutes 7-101a or 7-465, or any other applicable statutory provision, as the same may be added or amended from time to time.

ARTICLE VIIISENIORITY

- 8.1 Seniority shall be defined as length of service in the department from the date of hiring; provided, however, there shall be no loss in seniority for vacation time, sick leave, temporary layoff, suspension, authorized leaves of absence, or call to military service for the duration. The



seniority of individuals hired on the same date will be determined by the ranking, at the time of hire, of the individuals by the Police Commission.

- 8.2 Seniority shall be lost and the officer terminated if: (a) the officer quits; (b) the officer is discharged, which is not reversed through the grievance procedure or law; (c) a laid off officer, not working for the Department, is not recalled within two (2), years; (d) an officer, without authorization, fails to return at the expiration of a leave of absence, including an unpaid sick leave; (e) an officer is absent from work without authorization for five (5) consecutive days; (f) the officer retires; or (g) the officer fails to give notice of intent to return to work after recall within fourteen (14) calendar days, or fails to return to work on the due date specified for recall, as set forth in the written notice of recall. Notice of intent to return must be in writing and made to the person authoring the notice of recall to which the officer is responding.
- 8.3 No full-time employee shall attain seniority under this Agreement until the employee has been continuously employed for a period of twelve (12) months as a full time officer or completed twelve (12) months of continuous employment following the completion of required training at the Connecticut Police Academy, whichever is greater (the probationary period). During the probationary period the employee may be disciplined and/or discharged by the Town without recourse through the grievance and arbitration procedure. Non discharge discipline of any employee employed by the Town in his or her probation period is not subject to the grievance and arbitration procedure of this Agreement. Non discharge discipline issued to a probationary employee will not be considered as precedent setting. Upon completion of the probationary period, the seniority of an employee shall date back to the time of the employee's original appointment.

The Town shall provide the Union with the reason for the discharge, if asked.

- 8.4 In the case of layoffs, no full-time employee shall be laid off until all part-time employees have been terminated, and no part-time employees shall be hired until all laid off full-time employees have been offered their jobs back at equal pay and seniority when the layoff occurred. In the event of layoffs of full-time employees, layoffs shall be in inverse order of seniority and rehire shall be by seniority.
- 8.5 The employer shall be entitled to rely upon the officer's last known address according to its records. It shall be the officer's responsibility to keep his current address on file with the employer.
- 8.6 The Town shall maintain a seniority list for all bargaining unit members which will include each employee's date of hire, classification and rate of pay. The Town will provide the Union with an up to date list when requested to do so.



## ARTICLE IX

### ASSIGNMENTS AND PROMOTIONS

- 9.1 No employee of the Police Department shall be assigned to any other division of the Police Department until the employee completes two (2) years of service in the Patrol Division as a Patrol Officer. This section may be waived but only upon mutual agreement between the Town and the Union, and said waiver shall be without precedent.

However, any full-time employee with specific skills or expertise may be temporarily assigned to an investigation, where the skill or expertise is relevant, to assist the normally assigned personnel. The provisions of Sec. 9.5 of this Agreement will apply to such temporary assignments.

- 9.2 No employee of the Police Department shall be eligible for promotion to the rank of Detective until the employee has completed three (3) full years of service in the Police Department.
- 9.3 No employee of the Police Department shall be eligible for promotion to the rank of Sergeant until the employee has completed four (4) full years of service in the Police Department.
- 9.4 No employee of the Police Department shall be eligible for promotion to the rank of Lieutenant until the employee has completed two (2) full years of service in the rank of Sergeant in the Police Department.
- 9.5 The Chief or designee shall determine when to initiate a promotional exam process. Initiation of this process may or may not coincide with an existing vacancy that the Town intends to fill. Individuals who meet or will meet the eligibility criteria within one (1) year of the date of the written exam are eligible to participate in the process.

Employees shall be required to pass each component of the examination process in order to move to the next step in the process. Promotional lists promulgated by the Board of Police Commissioners shall have a duration of one (1) year from date of the meeting at which list was determined. When an unexpired promotional list is in effect at the time of a vacancy that the Town intends to fill, said promotional list will be used to fill such vacancy.

The Board of Police Commissioners shall not rank candidates, but shall promulgate an alphabetical list of eligible employees.

- 9.6 Employees assigned to a task force will be governed by the Waterford Police Department Task Force Personnel Policy and abide by all Department Rules and Regulations and shall be covered by the provisions of this Agreement.
- 9.7 Investigators

- a) The Investigator position shall be considered to be an assignment made at the discretion of the Chief following an interview with the Chief and/or his/her designee.
- b) An assignment to an Investigator position shall be for a term of three (3) years unless concluded earlier by mutual agreement or for just cause. Additionally, Investigator assignments may be renewed for additional one (1) year term if agreed to by the Town, the Union and the Investigator.
- c) To become eligible for an assignment as an Investigator, a Police Officer shall have a minimum of three (3) years' experience as a Waterford Police Officer.
- d) Investigators shall be assigned to the Administrative work schedule provided by Article XIV of the CBA.
- e) Patrol Officers assigned as an Investigator shall earn the salary of a Detective as provided by Article 10 of the CBA. In the event a top step Patrol Officer is assigned as an Investigator, the Officer shall be initially compensated at the second step of a Detective.

## ARTICLE X

### RATES OF PAY

- 10.1 a) Effective and retroactive to July 1, 2019, the rates of pay for all officers shall be increased by two and one quarter percent (2.25%) and shall remain in full force and effect from July 1, 2019 through June 30, 2020.

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	PFC (20 Years)
Patrol Hourly	\$29.25	\$30.89	\$32.30	\$33.92	\$35.47	\$37.20	\$39.08

- b) Effective and retroactive to July 1, 2019, the sixth step patrol rate becomes the bottom step Detective rate and the grade differential between each of the three (3) steps remains at five percent (5%). As in the past, the top step Detective rate equals the bottom step Sergeant rate, and the top step Sergeant rate equals the bottom step Lieutenant rate.

	0-2 Years	3-5 years	6+ years
Detectives	\$37.20	\$39.08	\$41.02
Sergeants	\$41.02	\$43.06	\$45.19
Lieutenants	\$45.19	\$47.48	\$49.85

- c) Both Union and the Management agree that a promotion is an increase in responsibilities and duties. Therefore, when any officer is promoted to any new rank, he/she will assume the next higher rank and pay step from his/her present rank and pay step.

- 10.2 a) Effective July 1, 2020, the rates of pay for all officers shall be increased by two and one quarter percent (2.25%) and shall remain in full force and effect from July 1, 2020 through June 30, 2021.

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	PFC (20 Years)
Patrol Hourly	\$29.91	\$31.58	\$33.03	\$34.68	\$36.27	\$38.04	\$39.96

- b) Effective July 1, 2020, the sixth step patrol rate becomes the bottom step Detective rate and the grade differential between each of the three (3) steps remains at five percent (5%). As in the past, the top step Detective rate equals the bottom step Sergeant rate, and the top step Sergeant rate equals the bottom step Lieutenant rate.

	0-2 years	3-5 years	6+ years
Detectives	\$38.04	\$39.96	\$41.94
Sergeants	\$41.94	\$44.03	\$46.21
Lieutenants	\$46.21	\$48.55	\$50.97

- c) Both Union and the Management agree that a promotion is an increase in responsibilities and duties. Therefore, when any officer is promoted to any new rank, he/she will assume the next higher rank and pay step from his/her present rank and pay step.

- 10.3 a) Effective July 1, 2021, the rates of pay for all officers shall be increased by two and one quarter percent (2.25%) and shall remain in full force and effect from July 1, 2021 through June 30, 2022.

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	PFC (20 Years)
Patrol Hourly	\$30.58	\$32.29	\$33.77	\$35.46	\$37.09	\$38.89	\$40.86



Effective July 1, 2021, the sixth step patrol rate becomes the bottom step Detective rate and the grade differential between each of the three (3) steps remains at five percent (5 %). As in the past, the top step Detective rate equals the bottom step Sergeant rate, and the top step Sergeant rate equals the bottom step Lieutenant rate.

	0-2 years	3-5 years	6+ years
Detectives	\$38.89	\$40.86	\$42.88
Sergeants	\$42.88	\$45.02	\$47.25
Lieutenants	\$47.25	\$49.64	\$52.12

- c) Both Union and the Management agree that a promotion is an increase in responsibilities and duties. Therefore, when any officer is promoted to any new rank, he/she will assume the next higher rank and pay step from his/her present rank and pay step.

10.4 The Town may hire lateral officers at Step 1 or higher.

10.5 Whenever an employee works in a higher classification than the employee's regular rank, except for training, such employee shall receive the pay rate for the higher rank or classification for each such day of service.

- a) Any employee assigned to any division for training shall not receive the higher classification pay as provided for above for the first six (6) weeks of such training. After completing the six (6) week training period an employee shall receive the higher classification of pay for each additional day of assignment to that division.
- b) Employees who have not completed their probation period will not be temporarily assigned to any other division of the Police Department, except under the provisions of Sec. 9.1.

10.6 Whenever an employee changes pay steps, the change in hourly rate shall be effective on the first day of the employee's anniversary month.

10.7 Notwithstanding anything to the contrary in this Agreement, all employees hired after March 1, 1994 shall be eligible for a step increase after eighteen (18) months at each classification step. Step increases shall become effective on the Monday of the pay week following eighteen (18) months upon step.

10.8 1€ 10 Stipend — Field Training Officers shall be entitled to a stipend of \$2.00 per hour for the actual performance of Field Training Duties.

## ARTICLE XI

### OVERTIME PAY

Overtime for employees shall be one-and-one half (1 1/2) times the normal hourly rate established in Article X of the Agreement of the employee for any hours in excess of the employee's regularly scheduled hours for any given day or week. Stacking or pyramiding of minimum hours of work is not allowed unless all jobs are performed pursuant to Article 15 (i.e., Work Assignment/Extra Work Duty).

- 11.2 Employees required to work on their regular days off shall be paid not less than four (4) hours at the rate of time-and-one-half (1 1/2). The on-duty Lieutenant shall assign mandatory overtime. If no Lieutenant is on-duty, an on-duty Sergeant can assign mandatory overtime for officers of lesser rank.
- 11.3 When an employee is required by the Chief of Police or his agent to return to perform overtime duties on a regular working day, and when the overtime hours so worked are not continuous with the employee's regular duty hours, the employee shall be paid not less than four (4) hours at a rate of time-and-one-half (1 1/2) the employee's hourly rate.
- 11.4 Overtime pay shall not be subject to the minimum hours provision when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.
- 11.5 In all overtime assignments, regular members of the department shall be given first preference.
- 11.6 Except in cases of emergency or cases of unforeseen absence of other employees, employees shall not be required to work more than sixteen (16) hours in any twenty-four (24) hour period.

In case of a mandatory holdover, the department shall make every effort to give two (2) hours' notice to the employee. Both the Union and the Management recognize there are situations which prevent a two (2) hour notice. Due to the exigent circumstances in which the safety and welfare of the officer and community is at stake, no notice is necessary as long as all efforts to relieve the employee as soon as possible are made by the department.

The choosing of a mandatory holdover officer shall be inverse order of seniority. Once the employee is held over, he cannot be held over again within the five (5) working day period without just cause.

- 11.7 All scheduled and spontaneous overtime shifts shall be distributed by seniority on a rotating basis.

Overtime rosters, one for Lieutenants and: Sergeants and one for Patrol, shall be maintained and include all full-time employees listed by seniority order (date of hire). No employee may be skipped on the list, but a refusal will be counted as that employee's turn at overtime.



Overtime assignments for special response units that result from emergency situations shall be excluded from the requirements of this section. (e.g. AIT, ERF, MARINE DIV, K-9 UNIT, etc.)

11.8 For the purposes of this Article overtime is divided into three (3) categories:

**A. SCHP DULED OVERTIME:**

Scheduled overtime is defined as shifts that become available and need to be filled as a result of long range scheduling; i.e., a schedule that has been posted three weeks in advance.

- 1) Employees may submit an Overtime Request Card three (3) weeks in advance of the request week indicating their availability for scheduled overtime. The Overtime Request Card and the overtime roster will be used for assigning scheduled overtime.

**B. SPONTANEOUS OVERTIME:**

Spontaneous overtime is defined as shifts that become available and need to be filled as a result of short-term scheduling; i.e., normally less than seven (7) days.

- 1) Spontaneous overtime shift assignments shall be filled using the overtime roster only.

**C. MANDATORY OVERTIME:**

Mandatory overtime is defined as overtime shifts that become available and are not filled by either "A" or "B" above and the Department determines they are required to be filled. The Town may delegate to the Union the responsibility to develop and implement rules for the scheduling of mandatory overtime, the application of said rules shall not be a violation of this Agreement.

- 1) Mandatory overtime shifts will be filled using a separate roster that lists all full-time sworn Patrol Officers, Investigators, Detectives, Sergeants and Lieutenants. The selection of the employee to fill the mandatory overtime shift shall be inverse in order of seniority.

All full-time sworn personnel excluding those employees who are on approved paid time off will be subject to mandatory overtime provisions of this section. An officer will not be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period as a result of mandatory overtime shift.



Any officer who fails to report or is consistently not available for a mandatory overtime shift shall be subject to progressive discipline and shall be placed back on the roster as the next person to be called for a mandatory overtime shift.

- 11.9 Upon an officer's acceptance of scheduled overtime, he has committed to the Department his availability for normal scheduling. This officer's commitment becomes mandated and permanent seven (7) days prior to the scheduled shift.

Any officer who, for whatever reason, removes himself, or has himself removed, from this mandatory shift and requires the Department to find alternative means of filling the shift shall lose his next two (2) turns to any overtime. If the Department has just cause to believe the officer is continuously breaking his commitment to the Department of his mandatory scheduled shift, such officer may be subject to Progressive Discipline including suspension.

- 11.10 Management and Union recognize that changes in operational needs may create problems unforeseen in overtime scheduling concepts; i.e., calendar. When and if such problems are recognized by either Management or Union, both shall be obligated to take every step necessary to correct the problems before enacting any Grievance Procedure.

## ARTICLE XII

### UNIFORM AND CLOTHING

- 12.1 All full-time employees of the Waterford Police Department shall receive from the Town a uniform and clothing allowance of one thousand five hundred dollars (\$1,500.00) per annum. This amount will be paid at the same time as the paycheck reflecting the first pay period in August of the applicable contract year and reflects payment for the forthcoming year.

- 12.2 Employees who have completed POST Academy Training shall receive from the Town a prorated uniform and clothing allowance for the period from the successful completion of POST Academy training through the following July.

Lateral hires who have already completed POST Academy Training or Field Training shall receive a prorated uniform and clothing allowance for the period from hire through the following July.

- 12.3 Any employee who separates from the Department during July of the period referred to above in Sec. 12.1 shall receive one-twelfth (1/12) of the amount set forth in Section 12.1 for a Uniform and Clothing Allowance for that year.

ARTICLE ~~CUI~~COLLEGE EDUCATION INCENTIVE

13.1 The Town agrees that an amount of ten dollars (\$10.00) per annum per college credit shall be paid to any employee who successfully completed a course described in the curriculum which encompasses Law Enforcement, Police Science and Administration, provided, however, that the employee has completed his/her probationary period and that payment under this provision shall not be made for more than one hundred and twenty (120) credits cumulative.

13.2 The Town will pay the cost of tuition, course registration, student activity fees and books incurred by employees in seeking an undergraduate or graduate degree as outlined below, provided the employee has completed his/her probationary period. Course reimbursement may be granted for coursework intended to enhance professional growth and contribute to a more effective performance of duties, provided that enrollment in such course is described in the published curriculum as focusing on Law Enforcement, Police Science and Administration, the Police Chief approves such course and the employee earns a grade of "C" or better. For advanced degrees, the degrees must be in the area of Law Enforcement, Police Science and/or Administration. Courses and programs must be approved at least fifteen days prior to the start of the course.

The Town will provide, per fiscal year, for reimbursement of up to \$25,000 total for all employees; an employee may only be reimbursed up to \$5000 per fiscal year, regardless of the number of courses taken by that employee. However, in the event that fewer than five (5) employees take advantage of the reimbursement program and there exists a remaining balance from the \$25,000 Town allotment then an employee may exceed the \$5,000.00 reimbursement cap. In no case will a single employee or employees be reimbursed an amount greater than \$25,000 per fiscal year. Requests for reimbursement must be submitted no later than June 1<sup>st</sup> of the fiscal year in which the course was taken, and reimbursement will be made within thirty (30) days following submission.

Payment under this provision shall not be made for more than one hundred and twenty (120) credits cumulative. Employees taking courses on line shall be eligible for payment under this Article so long as the online college/university is accredited by an accreditation organization recognized by the United States Department of Education.

13.3 The employee participating in these courses will do so on the employee's off duty hours.

13.4 An employee who voluntarily terminates employment with the Town shall reimburse 100% of the proceeds received under the tuition, student activity fees and textbooks provision of this Article during the previous twelve (12) months and 50% of the proceeds received between the 12th and 24th previous months.



# ARTICLE XIV

## HOURS OF WORK

### 14.1 PATROL WORK SCHEDULE:

The department shall continue a 5-3 work schedule which shall consist of five (5) consecutive days of duty, nine (9) hours and ten (10) minutes per day, followed by three (3) consecutive days off with an eight (8) day rotation period. The work period shall not exceed the maximum allowable work period under the Fair Labor Standards Act applicable to police officers.

### PATROL SUPERVISOR'S WORK SCHEDULE:

The department shall continue a 5-3 work schedule which shall consist of five (5) consecutive days of duty, nine (9) hours and ten (10) minutes per day, followed by three (3) consecutive days off with an eight (8) day rotation period. The work period shall not exceed the maximum allowable work period under the Fair Labor Standards Act applicable to police officers.

### BID SHIFT:

Patrol coverage only will be divided among four (4) Platoons assigned to the following shifts:

Platoon A	6:50 am. to 4:00 p.m.
Platoon B	2:50 p.m. to 12:00 a.m.
Platoon C	10:50 p.m. to 8:00 a.m.
Platoon D	9:50 a.m. to 7:00 p.m.

The number of officers assigned to each platoon and each shift shall be determined consistent with the authority set out in Article II of this Agreement.

The Town shall assign Patrol Personnel only, excluding Youth Officers, Court Officers, Traffic Officers, Investigators, Detectives and Lieutenants, to shifts based upon seniority, that is, most senior to least senior with more senior personnel receiving preference in shift assignment over less senior, with the exceptions noted herein. Should the Town employ more than one canine officer, those officers will not be allowed to work the same shift.

Patrol Officer seniority will be determined by the officer's date of hire with the Town as a fulltime Patrol Officer.

Sergeant seniority will be determined by the Sergeant's date of promotion to Sergeant rank with the Town.

Patrol Officers will not participate in the bid shift process until one year after the successful completion of F 1 0.



Nothing in this Section will restrict the ability of the Town to make short-term shift assignments as necessary in response to emergency situations.

The Town will provide Bid Shift Forms which will be the only method used to implement the bidding function of this Article. Patrol Personnel will bid shifts for sixteen (16) week cycles, which begin on Sundays.

Bid Shift Forms will be Submitted by Patrol Personnel sixty (60) days prior to the start of each cycle and may not be modified after submission. The Town will post the work schedule forty-five (45) days prior to the start of each cycle. Patrol Personnel will list their first, second and third shift preference for the cycle. If a Bid Shift Form is not submitted timely, the individual will be assigned to a shift at the Town's sole discretion.

If any Patrol Personnel are required to work a double shift as a result of a Bid Shift cycle change, the overtime provisions of this Collective Bargaining Agreement shall not apply.

#### 14.2 STAFF WORK SCHEDULE:

The department shall institute a 5 - 3 administrative work schedule which shall continue to consist of weekends off. These employees involved in the administrative work schedule shall receive no fewer days off in each fifty-six (56) day (eight weeks) duty cycle than patrol personnel. The administrative work period shall not exceed the maximum allowable work period under the Fair Labor Standards Act applicable to police officers.

For purposes of this article, staff represents all employees not assigned to patrol; i.e., lieutenants, sergeants, detectives, investigators and officers not assigned to patrol.

Both the Town and the Union agree that the administrative work schedule meets different operational needs; therefore, the starting and ending time of work for the administrative work schedule shall be determined by both Union and the Town for the good of the department.

#### REGULAR WORK PERIOD: (Patrol)

Shift A - 10:50 p.m. to 8:00 a.m.

Shift B - 6:50 a.m. to 4:00 p.m.

Shift C - 2:50 p.m. to 12:00 a m

Shift D - 9:50 a m to 7:00 p.m.

#### OVERTIME SHIFT HOURS:

Shift A - 12:00 a m to 7:00 a.m.

Shift B - 8:00 a m. to 3:00 p.m.

Shift C - 4:00 p.m. to 11:00 p.m.

Work schedules for the department shall be established by the Chief of Police and posted as far in advance of the actual work assignment as is feasible. Any change in the posted work schedule made by the Chief shall be posted at least fourteen (14) days before the change is to take effect, except in emergencies.

14.3 The workweek for payroll purposes shall be from Sunday at 12:01 a.m. to Saturday at 12:00 midnight. The work period shall be in accordance with the posted work schedule.

14.4 All employees assigned to work under the 5-3 work schedule will be paid for a normal forty (40) hour workweek regardless of the actual number of hours scheduled in a seven (7) day payroll week.

All days off with pay provided in this Agreement will be paid at the rate of eight (8) hours' pay, even if the regularly scheduled work day for the officer in question is nine (9) hours and ten (10) minutes under the 5-3 work schedule. This includes, but, is not limited to, sick days, vacation days, personal days, funeral days, military leave days, due days, and disability leave days.

14.5 Each employee shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours. During said lunch period the employee shall be available.

14.6 On Call Policy:

- A. Lieutenants will be provided a cellular telephone and a vehicle and be on call on a 24 hours basis on Saturdays, Sundays and holidays as necessary.
- B. While on an on roll basis, these officers will be compensated at their normal rate of pay at straight time equal to two (2) hours for each day while on call. Normal compensation will be paid beyond the two (2) hours should the officers be summoned to work during those on call periods under Article XI.
- C. Detectives and Investigators will be provided a cellular telephone and a vehicle and be on call for a seven (7) day period beginning and ending on Monday.
- D. While on an on call basis, these officers will be compensated at their normal rate of pay at straight time equal to one (1) hour for each day while on call. Normal compensation will be paid beyond the one (1) hour should the officers be summoned to work during those on call periods under Sec. 11.1 ONLY while on call status.
- E. An on call policy will be designed jointly between the Union and the Management outlining: an objective statement; duties; responsibilities; and restrictions for on call personnel.

14.7 Once designated, and in the manner provided for in Sec. 14.1, an employee's regular days off shall not be changed during the work period without the express approval of the employee.



- 14.8** The Patrol shift hours set forth in Sec. 14.2 have been amended by the parties with the understanding that the Town may unilaterally implement changes to the shift hours. In event that the Town intends to implement changes, the Town shall notify the Union which shall have the opportunity to discuss the reasons for the proposed change and negotiate the impact of the decision.

## **ARTICLE XV**

### **WORK ASSIGNMENT/EXTRA WORK DUTY**

- 15.1** The terms "extra police work" or "extra police duty" for the purpose of this article shall mean police duty for which an employee is paid by the Town of Waterford and the Town of Waterford is reimbursed by some other party.
- 15.2** All extra duty assignments shall be posted by the Chief of Police or his agent, who shall give all employees three (3) days' notice of extra duty whenever possible. A work list of jobs available shall be posted and, for the first forty-eight (48) hours, only full-time sworn personnel will be allowed to sign; then after the forty-eight (48) hour period, part-time sworn personnel (supernumerary) may sign for the work. If the employee signed to work the extra duty assignment and cannot fulfill his/her work obligation, the first choice must be offered to the signed alternate, whether the alternate is a full-time or part-time employee.
- 15.3** The rate of pay for extra duty shall be one-and-one-half (1 1/2) times the hourly rate of the employee. Each employee shall be granted a thirty (30) minute lunch period with pay as near as practical to normal eating hours. During said lunch periods the employee shall be available in the case of emergency.
- 15.4** Employees performing extra police work shall be paid in accordance with the following minimum and hourly rates. The minimum shall be for four (4) hours of work at the rate set forth in Sec. 15.3 above. For any extra duty police work that extends beyond four (4) hours, the officer shall be paid in two (2) hour minimum blocks thereafter.
- 15.5** The party hiring the police officer must notify the police department of cancellation not later than two (2) hours prior to the start of such extra duty assignment. If the party fails to do so, then a minimum of two (2) hours' pay shall be paid to the police officer assigned to such extra duty assignment.
- 15.6** Only Union members shall be assigned to jobs where the project being serviced is a union job, if possible.
- 15.7** No member shall perform extra police work for more than eight (8) hours on any day in which the member is scheduled to work without the permission of the Chief of Police or his agent.

- 15.8 a) When the work assignment is related to construction or utility work, for any hours worked on Saturday, Sunday or holidays, the rate of pay shall be two (2) times the hourly rate of the employee.
- b) When the work assignment is related to retail detail on Thanksgiving and/or the Day after Thanksgiving for any hours worked, the rate of pay shall be two (2) times the hourly rate of the employee.
- 15.9 The senior ranking officer in charge (who shall be assigned by the Chief of Police or his agent) of any extra duty assignment which requires more than two (2) officers, shall receive one dollar (\$1.00) per hour in addition to his/her hourly rate of pay.
- 15.10 Supernumerary employees may be used for extra police work and extra police duty when full-time sworn employees are unavailable or unable to perform the work.
- 15.11 When there are no volunteers for the extra duty assignment and the Department decides it is required to provide sworn personnel to the assignment, the Department will assign personnel already scheduled for overtime on that shift and if the assignment cannot be filled in that manner they may assign personnel that are on the mandatory overtime roster.

## **ARTICLE XVI**

### **RANGE AND IN-SERVICE TRAINING**

- 16.1 All Police Department personnel shall meet their annual and semiannual range requirements as specified by the Police Department and shall receive straight time compensation.
  - a) Any officer who fails to attend and meet the annual and semiannual range requirements without permission from the Chief of Police or his agent shall receive a letter of reprimand which shall be placed in the officer's personnel record.
- 16.2 The minimum First Aid requirement for the Waterford Police Department shall be CPR and Standard First Aid provided training is available.
- 16.3 **The** Town of Waterford will insure and/or provide all training as required by Connecticut State Statute 7-294, which includes re-qualification and basic training for Police personnel.
- 16.4 **The** timing frequency, course content and other relevant factors, including the assignment and scheduling of employees attending training will be determined by the Chief of Police or his agent.
- 16.5 Failure to attend mandatory training courses, as required by the Connecticut State Law, or Municipal requirement, or the Waterford Police Department shall be grounds for discipline under the provisions of Article VI of this Agreement. All such cases shall be subject to the



grievance \_procedure provided that the decisions rendered in Sec. 5.4, Step 2 of said procedure be final.

## ARTICLE XVII

### HOLIDAYS

17.1 Each employee shall receive thirteen (13) paid holidays during each calendar year.

17.2 Each employee shall receive the following listed paid holidays during the fiscal period covered under Sec. 29.5 of this Agreement, which holidays shall be celebrated as provided below:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday/President's Day	Third Monday in February
Good Friday	Friday of Easter Weekend
Easter Sunday	Easter Sunday
Memorial Day	Last Monday in May
Fourth of July	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

17.3 Any employee working a holiday shall have the option of being paid for the holiday or receiving compensatory time off. Time-and-one-half (1 1/2) shall be paid for all such hours worked, with the exception of Christmas and Thanksgiving which shall be paid at the rate of double (2) time.

17.4 If an unanticipated national holiday or national day of mourning is declared by the Town, all employees shall receive benefits as provided in 17.3 above.

17.5 Any employee covered by this Agreement who desires to take a Due Day (Holiday) must submit a written request no later than seven (7) days prior to the date requested.

The department may accept requests submitted less than seven (7) days before the date requested and any such exceptions granted by the Department shall be without precedence. The denial of any request submitted less than seven (7) days is non-grievable.

17.6 All bargaining unit members shall be entitled to accumulate a total of twenty-six (26) due days. On a yearly basis, with the cutoff date of December 1<sup>st</sup>, all due days over twenty-six (26) will be paid for at the officer's current rate of pay. To the extent practicable, payment will be made during the first pay period of December.

Employees wishing to receive cash payment for due days must file a request to receive payment in lieu of credited due days within thirty (30) days after the due day is earned. Failure to do so will result in a waiver of the employee's right to receive cash payment instead of the day off.

## ARTICLE XVIII

### VACATIONS

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

- |    |                                 |  |
|----|---------------------------------|--|
| a) | After six (6) months employment | Five (5) working days  |
| b) | After one (1) year employment   | Ten (10) working days plus one (1) additional day for each year of service up to a maximum of twenty (20) working days |
| c) | After fifteen (15) years        | Twenty-two (22) working days employment  |
| d) | After twenty (20) years         | Twenty-five (25) working days employment or more   |

18.2 The vacation period shall be between January 1st and December 31st of each year, and each employee shall be afforded the opportunity to be off on vacation within the calendar year. Employees shall be allowed to carry over on the employee's anniversary date no more than thirty (30) days of vacation, unless a written request is submitted to the Chief of Police with justification as to why the employee wants to carry over more than thirty (30) days. The Chief of Police shall give his written approval or rejection of such request.

18.3 The employee shall receive his/her regular weekly pay at the end of each workweek on the regular payday during the entire vacation period with no exception.

18.4 An employee's vacation shall be determined in accordance with his/her anniversary date of hire. Department seniority shall prevail in the selection of vacation period. For all department personnel who require a replacement, vacation requests shall be made 30 calendar days prior to the date(s) of the requested time off.

The department will notify each officer when the vacation request has been approved or denied. When the choice of dates has been granted, it will not be interfered with except in cases of emergency.

Vacation requests submitted after the cut-off date will be accepted by the Department with the understanding that such request must be submitted at least fourteen (14) days before the date(s)



requested. The granting of such requests by the department will be without precedence. If the department is unable to grant such vacation request, it will advise the employee of the reason for the denial and such denial will be non-grievable.

The department will notify each officer within fifteen (15) days after the cut-off date for each quarter whether his vacation has been approved or denied. Choice of dates shall be granted whenever practical, but operating requirements of the department shall prevail. When the choice of dates has been granted, it will not be interfered with except in cases of emergency.

Vacation requests submitted after the cut-off date for each quarter will be accepted by the Department with the understanding that such request must be submitted at least fourteen (14) days before the date(s) requested. The granting of such requests by the department will be without precedence. If the department is unable to grant such vacation request, it will advise the employee of the reason for the denial and such denial will be non-grievable.

18.5 In the event of an employee's death, the individual designated as beneficiary on employee's Town-sponsored life insurance shall be paid for employee's earned vacation leave (i.e., leave actually on the books) as of the date of employee's death.

18.6 Employees who separate from employment in good standing (i.e., are terminated for other than just cause and/or voluntarily separate upon provision of at least two (2) weeks' notice) will be paid for earned vacation leave (i.e., leave actually on the books) as of the date of his/her separation from employment.

## ARTICLE XIX

### SICK LEAVE

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

- A. Illness or injury except where directly traceable to employment by an employer other than the Town of Waterford;
- B. When an employee is required to undergo medical, optical or dental treatment, and only when this cannot despite his/her best efforts, reasonably coordinate such treatment on off duty hours.
- C. In the event of critical illness or severe injury or maternity in the immediate family creating an emergency which requires the attendance or aid of the employee, as much as five (5) working days leave with pay shall be granted within the calendar year, and such leave shall be charged to either the employee's regular sick leave or vacation time.
- D. Sick leave shall not be allowed for any form of physical disability, sickness or injury which an employee incurs while engaged in the commission of a crime.

19.2 Sick leave allowance shall be earned by each employee at the rate of ten (10) hours for each calendar month of service, the total of which shall not exceed one hundred twenty (120) hours in a twelve (12) month period, commencing with the month of hire, cumulative to twelve hundred (1200) hours, and may be used in increments of not less than thirty (30) minutes. Employees hired after the ratification of the July 1, 2015 agreement may accumulate a maximum of eight hundred (800) hours.

For the purposes of this article, all officers working under the 5-3 work schedule will be charged the increment of eight (8) hours for each sick day.

Union and Management recognize an exceptional employee who has accumulated 1200 hours of sick time. To extend to such employee the benefit of recognizing his/her dedication, the employee shall be paid 40% of the value of all accumulated sick hours in excess of the 1200 hours maximum. The payment shall be computed on December 1st of each calendar year and paid as soon as possible thereafter. At that time the total accumulation will revert to the maximum 1200 hours. Employees hired after the ratification of the July 1, 2015 agreement are not eligible for the payment of excess sick hours as provided by this paragraph.

19.3 Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

19.4 No sick leave shall accrue during a leave of absence without pay or while an employee is under suspension.

19.5 Whenever an employee has been on sick leave for three (3) or more consecutive days, or used sick leave during vacation, or before or after a holiday, and/or sick leave absence occurs frequently or in a pattern and the employee has been notified in advance by his supervisor that a doctors certificate will be required, the employee shall be required to submit a certificate signed by a physician verifying the need for sick leave, the nature of the illness or injury, together with a statement that the employee is fit to resume work.

The Union shall support the Town's efforts to control abuse of sick time

19.6 The Town may provide a physician to make any necessary examination or investigation of any alleged abuses of sick leave or injury leave. The cost of such examination or investigation shall be paid by the Town.

19.7 When an employee finds it necessary to be absent from duty on sick leave, the employee shall cause this fact to be reported to the desk officer at least four (4) hours prior to the employee's scheduled assignment.

19.8 An employee shall, prior to the actual date of his/her retirement, meet with the Chief of Police and in writing advise the Chief of Police of his/her intention to retire from Town service.



Any employee who has notified the Chief of his intent to retire may, upon mutual agreement with the Town and the employee, request a lump sum payment of accrued benefit days, including sick days, due days, personal days and vacation days. Payment must be made within twelve (12) months from the date of the notification of intent.

Employees who retire from employment in good standing (i.e., at least four (4) weeks' notice, no pending internal or criminal investigation, no pending disciplinary action) pursuant to the normal retirement provisions of CMERS *or* who otherwise resigns in good standing (i.e., at least four (4) weeks' notice, no pending internal or criminal investigation, no pending disciplinary action) with at least fifteen (15) years of continuous service, will be paid for accrued sick leave as follows: provided the employee has accumulated at least six hundred (600) sick leave hours, seventy-five percent (75%) of his/her accumulated sick leave (i.e., 450 hours); employee will receive one hundred percent (100%) of his/her accumulated sick leave for that sick leave in excess of six hundred (600) hours.

19.9 In the event of an employee's death, the individual designated as beneficiary on employee's Town-sponsored life insurance shall be paid for employee's sick leave, as calculated in Sec. 19.8, as of the date of employee's death.

19.10 The failure of the Chief of Police to recommend and the Chief Executive Officer to approve additional sick leave shall not be subject to grievance or arbitration.

19.11 An employee who retires due to a disability incurred within the scope of the employee's employment shall be paid a lump sum that is equal to the number of sick hours due such employee, as calculated in Section 19.8, multiplied by the prevailing regular hourly rate of pay received by such employee on the date of such retirement, except that such payment shall not be used as a basis for calculation any pension payment the employee may be due.

## ARTICLE XX

### PERSONAL LEAVE

20.1 All employees shall be entitled to one (1) personal leave day per year, non-cumulative, for the purpose of transacting personal business which cannot be carried out on the employee's regularly scheduled days off. Personal leave days may not be taken in lieu of due days, sick days, holidays or vacation days.

20.2 Personal days may also be used for voluntary schools, seminars and funeral days.

20.3 Any employee requiring a replacement and wishing to take a personal leave shall make application for such leave with the reasons given. 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 take the personal day.

ARTICLE XXIMILITARY LEAVE

21.1 The Town will comply with its obligations under federal and state law.

ARTICLE XXIIFUNERAL LEAVE

22.1 Special leave not to exceed five (5) working days with pay may be granted an employee in the event of the death of a spouse, mother, father, child, sister, brother, stepchild, grandmother, grandfather or grandchild. All funeral leave shall be taken within fourteen (14) days of the date of death.

22.2 Special leave not to exceed two (2) working days with pay may be granted for the purpose of attending a family funeral in the event of the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew or other relative who might reside in the employee's home if not covered in Sec. 22.1 or Sec. 22.2 relationships.

ARTICLE XXIIIINJURY LEAVE

23.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury which occurred while the employee was engaged in the performance of the employee's duties. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The employee shall be paid by the employer for the difference between the employee's regular pay and workers' compensation for a period not to exceed one (1) year. Extensions may be granted by the Chief Executive Officer at the Chief Executive Officer's option upon request. If, during the one (1) year period after the accident or injury the disability is determined by the workers' compensation commission to be permanent, salary continuation payments by the Town will be terminated.

ARTICLE XXIVUNION BUSINESS LEAVE

24.1 The two (2) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement.



24.2 The two (2) members of the Union grievance committee and the aggrieved shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

24.3 The President, or member elected to attend labor conventions and state-wide educational conferences, shall be granted leave with full pay provided that the President or elected member is scheduled on duty at the time of said labor convention or state-wide educational conference and further provided that the total leave for the purposes set forth in this section shall not exceed five (5) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance.

24.4 Management recognizes there are times when labor and management relations require additional time for conferences with attorneys and/or other labor issues which cannot be predicted. All requests for additional time shall be made through the First Selectman and/or the Chief of Police by the Union President to deal with each new additional issue. This additional time shall be limited to Union President and/or Vice President.

## ARTICLE XXV

### INSURANCE AND PENSION

25.1 (a) For July 1, 2019-June 30, 2020, the Town shall provide eligible employees and their enrolled dependents, a Preferred Provider Organization Plan (the "PPO Plan") with a Prescription rider as described in summary form in Appendix B.

Upon ratification of the July 1, 2019 Agreement, current employees shall be responsible for seventeen percent (17%) of the applicable allocated rate (if the Town is self-insured) and fully insured premium rate (if the Town is fully insured) determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment and in effect at that time. This percentage of premium shall be effective through June 30, 2020. These rates shall apply to employees who elect individual, two-person or family coverage.

(b) As a voluntary option for July I, 2019-June 30, 2020, and as the sole plan for July 1, 2020-June 30, 2022, the Town shall provide eligible employees and their eligible, enrolled dependents, as the primary Hospital, Medical and Prescription Plan, an EDIT partnered with an HSA (\$2000 single/\$4000 two person or family), as described in Appendix C, with Town contribution of fifty percent (50%) of the \$2000/\$4000 deductible, together with those benefits set forth in 25.1 below, or substantially equivalent group health and hospitalization insurance. Prescriptions after deductible: \$0 generic. \$25 listed brand, \$40 non-listed brand, \$1,000 maximum.

The Town agrees to make a lump sum contribution into each enrolled employees HSA in the amount of fifty percent (50%) of the plan's deductible amount. Said contribution

will be made on an annual basis in the first pay period of July. The parties acknowledge that the Town's fifty percent (50%) contribution toward the funding of the FIDEP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the MET deductible for retirees or other individuals upon their separation from employment.

Upon ratification of the July 1, 2019 Agreement, current employees shall be responsible for twelve percent (12%) of the applicable allocated rate (if the Town is self-insured) and fully insured premium rate (if the Town is fully insured) determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment and in effect at that time. This percentage of premium shall be effective through June 30, 2020. Beginning July 1, 2020, current employees shall be responsible for thirteen percent (13%) of the then effective and applicable allocated or fully insured rate. This percentage of premium shall be effective through June 30, 2021. Beginning July 1, 2021, current employees shall be responsible for fourteen percent (14%) of the then effective and applicable allocated or fully insured rate. This percentage of premium shall be effective through June 30, 2022.

- (c) The Town will provide full dental coverage with additional basic benefits and orthodontia benefits with the employee paying the percentage cost share equal to that of the PPO plan. Effective July 1, 2020, employees shall be responsible for the percentage cost share equal to that of the BMW. The Dental plan is described in summary form in Appendix D
- (d) The Town will provide a vision rider as described in summary form in Appendix B with the employee paying the percentage cost share equal to that of the PPO plan. Effective July 1, 2020, employees shall be responsible for the percentage cost share equal to that of the BDITP.
- (e) Alternate Plan(s). The Town may offer one and/or more voluntary, alternate health insurance plans. Each employee may choose whether or not to enroll in any alternate plan. The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate plan.
- (f) Master Group certificates and/or policies are available in the Human Resources office for more specifics. The master certificates and/or policies are the governing documents concerning the Town's insurance plan designs; the information contained herein and in the contract appendices is therefore intended as a summary.
- (g) The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage and benefits are substantially equivalent to the conventional insurance previously provided.



- (h) The employee contributions in this article will be deducted on a pre-tax basis.

25.2 (a) Notwithstanding the above, if the Town is self-insured, employees hired before July 1, 2016 may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XXV and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000) provided they are not covered under another Waterford Town or Board of Education Health Plan. Payment to those employees waiving such insurance coverage shall be made in a lump sum in June of the fiscal year in which insurance was waived. Employees hired on or after July 1, 2016 are not eligible for waiver of \$1000.

If the Town is fully-insured, employees may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XIV and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000). Payment to those employees waiving such insurance coverage shall be made in a lump sum in June of the fiscal year in which insurance was waived.

- (b) Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Human Resources Office, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town, to ensure that the employee has been compensated, but not over-compensated, for any waiver elected in this section.
- (c) Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than July 1, to be effective on September 1 of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- (d) Waiver of coverage procedures must be acceptable to the applicable insurance, carrier.

25.3 The Town agrees to provide a life insurance benefit of \$100,000 for each employee.

Employee may, at his option, increase his insurance at the group rate as long as the insurance carrier agrees to provide such coverage. Such increased insurance cost will be at the employee's expense and may be taken through payroll deduction.

25.4 Retirement Plan: All current employees are covered under the provisions of the Municipal Employees Retirement Fund Plan B.

25.5 Retirement Incentive Program. The Town previously had established a program for eligible employees providing retiree group health insurance benefits upon retirement from MERF Plan B and the execution of a general release in accordance with the terms of the attached Memorandum of Understanding. See Appendix F.

25.6 Change of Insurance Carrier. The Town shall have the right to change insurance carriers and/or to self-insure and/or fully insure in whole or in part, in order to provide insurance coverage as set forth above, provided further that coverages which result from change in carriers and/or self-insurance are substantially equivalent or better than the coverage described above in terms of coverage, benefits and administration. The absence of assignment of benefits afforded through Anthem Blue Cross and Blue Shield provider network shall not act as a bar to the consideration of alternative carriers.

The President of the Union shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverages substantially equivalent to the coverages, benefits and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to arbitration before the State Board of Mediation and Arbitration. The status quo will be maintained during the above procedures.

25.7 The Town shall have full subrogation rights in any case where employees receive court judgments or settlements for lost wages or medical benefits received by employees covering any period during which the employees have received continued salary payments or have been reimbursed for medical expenses from the Town during a period of absence. If the Town exercises its subrogation rights and recovers monies covering absences for which accumulated sick leave was utilized, no sick leave shall be deducted from an employee's credit for such periods.

## ARTICLE XXVI

### DRUG AND ALCOHOL TESTING

26.1 The Town may conduct blood, breath or urine tests for the purpose of determining whether an employee has used illegal drugs while in the employ of the Town or is under the influence of drugs or alcohol while on duty provided, (a) no such tests shall be performed unless one or more superior officers have reasonable cause to believe the employee's performance is impaired or that said performance causes a threat to the health or safety of the employee or other employees, and (b) testing shall be conducted and evaluated under reasonable administrative and clinical procedures with the conditions of C.O.S. 31-51t, et. seq., as amended. The results of the test shall be given only to the employee, and Chief of Police, and Human Resources Director and shall be subject to the privacy protections provided for in Sections 31-128a to 31-128h, inclusive of the Connecticut General Statutes.



If the employee tests positive but the violation is not connected with any other actionable offense concerning the contract, work rules and regulations or the State Penal Code, and the employee has been a permanent employee of the Police Department for five (5) years at the time of positive testing, the employee shall be given a one-time chance at rehabilitation in an Employee Assistance Program (EAP) to be designated by the Town in lieu of and/or in addition to any disciplinary action.

## ARTICLE XXVII

### SMOKING POLICY

- 27.1 Employees shall, as a condition of continued employment, not smoke any tobacco products on or off duty. Failure to do so shall be grounds for progressive discipline. Smoking in department facilities will be limited to designated areas as established by the Chief of Police. No employee will smoke on duty while in a department vehicle with a nonsmoker.

## ARTICLE XXVIII

### GENERAL PROVISIONS

- 28.1 The Department shall determine the number of employees to be on scheduled paid time off, vacation and holiday, on any given day or shift based on manpower requirements and service levels needed, provided, however, that at least two (2) members of each group (patrol squad, detective division and staff group) shall be allowed to be on paid time off on any given day or shift.
- 28.2 Clothing, watches, and eye glasses, damaged or destroyed in the line of duty, shall be replaced by the Town in those cases in which payment cannot be secured through the procedures of the Court provided that it is reported reasonably and promptly, and further providing it has been approved by the Chief of Police or his agent. The maximum amount to be paid by the Town for each incident under this section shall be two hundred fifty dollars (\$250.00), but the Chief or his designee, in his/her sole discretion, may increase this amount on a case-by-case basis, with the express understanding that no precedent will be established based upon the Chief's response to any such requests, whether similar or dissimilar.
- 28.3 The Town shall give to each employee and to each new employee, when he/she is hired, an identification card and copy of the Rules and Regulations of the Police Department.
- 28.4 The Town does hereby agree that the Union may erect and maintain bulletin boards, the size, appearance and location of which shall be satisfactory to the Chief of Police and the Union, for the sole purpose of posting announcements of Union meetings, Union elections and the results thereof, appointments to Union offices, changes in Union by-laws, and social and recreational affairs. No notice shall contain anything controversial, political, or reflecting upon the Town or any of its employees, and the Chief of Police shall be furnished, in advance, a copy of the notice to be posted.

- 28.5 The Town shall provide each employee with a copy of this Agreement
- 28.6 The Chief Executive Officer may grant leaves of absence without pay for a period not to exceed one (1) year.
- 28.7 Upon written notification, all employees shall have the right to make a personal inspection of their records annually.
- 28.8 All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public and to reduce insurance costs and risk, the Town and the Union may form a joint committee whose purpose it will be to develop physical fitness standards for all employees. Any agreement reached between the Town and the Union concerning physical fitness standards will be reduced to writing and submitted to the Union membership for ratification prior to implementation.
- 28.9 The Chief of Police and his agent, if possible, and the Union's Executive Board, will schedule an informal meeting to be held bi-monthly. Members of the Union Executive Board shall attend said meetings without loss of pay if said meetings are scheduled during regular working hours of the employees involved. In such meetings, the Union opinion will be welcome on all matters affecting the Police Department, including technological changes.
- 28.10 Residency/Distance Requirement. No employee shall reside more than thirty (30) miles from the Police Headquarters. Notwithstanding the foregoing, an existing employee whose current address is more than thirty (30) miles from Police Headquarters, shall have that address grandfathered for purposes of this Article. If any employee with a grandfathered address moves, the new address must be equidistant or closer to Police Headquarters.

## ARTICLE XXIX

### SCOPE OF AGREEMENT

- 29.1 If any Article or any section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect other articles or sections, or portions thereof, which shall be valid.
- Notwithstanding anything in this Agreement to the contrary, the employer shall have the right to take any action necessary to ensure its wage and hour practices comply with applicable law.
- 29.2 No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto, and ratified by the Union membership and the Town.
- 29.3 The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a



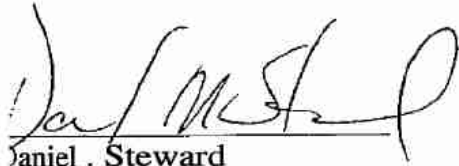
waiver or relinquishment of the right of the Town or the Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

29.4 Headings. The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.

29.5 Duration: This Agreement shall be effective as of the first day of July, 2019, and shall remain in full force and effect through the thirtieth day of June, 2022. It shall then be automatically renewed thereafter unless either party shall notify the other in writing one hundred eigfrity (180) days, and not later than one hundred fifty (150) days prior to the expiration that it desires to modify or amend the Agreement: In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the expiration.

IN WITNESS WHEREOF the parties have caused their names to be signed on this  
the 14<sup>th</sup> day of July 2019.

FOR:  
THE TOWN OF WATERFORD



Daniel J. Steward  
First Selectman

FOR:  
UNITED PUBLIC SERVICE EMPLOYEES UNION/  
CONNECTICUT ORGANIZATION FOR PUBLIC  
SAFETY DIVISION (UPSEU/COPS), WATERFORD  
POLICE UNION



Ryan Pearrin  
President, Waterford Police Union

with **lia**

Kevin E. Boyle, President, UPSEU



-APPENDIX A — WAGE SCHEDULES

EFFECTIVE JULY 1, 2019

PATROL OFFICER ————— PAY PERIOD: 52 2080 Hour Per Year

	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	PFC
RATE/HOUR	\$29.25	\$30.89	\$32.30	\$33.92	\$35.47	\$37.20	\$39.08
SALARY/YR	\$60,840.00	\$64,251.20	\$67,184.00	\$70,553.60	\$73,777.60	\$77,376.00	\$81,286.40

DETECTIVES ————— PAY PERIOD: 52 2080 Hour Per Year

	STEP 01 (0-2 Years)	STEP 02 (3-5 Years)	STEP 03 (6+ Years)
RATE/HOUR	\$37.20	\$39.08	\$41.02
SALARY/YR	\$77,376.00	\$81,286.40	\$85,321.60

SERGEANTS ————— PAY PERIOD: 52 2080 Hour Per Year

	STEP 01 (0-2 Years)	STEP 02 (3-5 Years)	STEP 03 (6+ Years)
RATE/HOUR	\$41.02	\$43.06	\$45.19
SALARY/YR	\$85,321.60	\$89,564.80	\$93,995.20

LIEUTENANTS ————— PAY PERIOD: 52 2080 Hour Per Year

	STEP 01 (0-2 Years)	STEP 02 (3-5 Years)	STEP 03 (6+ Years)
RATE/HOUR	\$45.19	\$47.48	\$49.85
SALARY/YR	\$93,995.20	\$98,758.40	\$103,688.00

**APPENDIX A — WAGE SCHEDULES**

**EFFECTIVE JULY 1, 2020**

<u>PATROL OFFICER</u>	PAY PERIOD: 52		2080 Hour Per Year				
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	PFC
RATE/HOUR	\$29.91	\$31.58	\$33.03	\$34.68	\$36.27	\$38.04	\$39.96
SALARY/YR	\$62,212.80	\$65,686.40	\$68,702.40	\$72,134.40	\$75,441.60	\$79,123.20	\$83,116.80

<u>DETECTIVES</u>	PAY PERIOD: 52		2080 Hour Per Year	
	STEP 01 (0-2 Years)	STEP 02 (3.5 Years)	STEP 03 (6+ Years)	
RATE/HOUR	\$38.04	\$39.96	\$41.94	
SALARY/YR	\$79,123.20	\$83,116.80	\$87,235.20	

<u>SERGEANTS</u>	PAY PERIOD: 52		2080 Hour Per Year	
	STEP 01 (0-2 Years)	STEP 02 (3-5 Years)	STEP 03 (6+ Years)	
RATE/HOUR	\$41.94	\$44.03	\$46.21	
SALARY/YR	\$87,235.20	\$91,582.40	\$96,116.80	

<u>LIEUTENANTS</u>	PAY PERIOD: 52		2080 Hour Per Year	
	STEP 01 (0-2 Years)	STEP 02 (3-5 Years)	STEP 03 (6+ Years)	
RATE/HOUR	\$46.21	\$48.55	\$50.97	
SALARY/YR	\$96,116.80	\$100,984.00	\$106,017.60	



**APPENDIX A — WAGE SCHEDULES**

**EFFECTIVE JULY 1, 2021**

<b><u>PATROL OFFICER</u></b>	<b>PAY PERIOD: 52</b>	<b>2080 Hour Per Year</b>
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	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>	<b>STEP 04</b>	<b>STEP 05</b>	<b>STEP 06</b>	<b>PFC</b>
<b>RATE/HOUR</b>	<b>\$30.58</b>	<b>\$32.29</b>	<b>\$33.77</b>	<b>\$35.46</b>	<b>\$37.09</b>	<b>\$38.89</b>	<b>\$40.86</b>
<b>SALARY/YR</b>	<b>\$63,606.40</b>	<b>\$67,163.20</b>	<b>\$70,241.60</b>	<b>\$73,756.80</b>	<b>\$77,147.20</b>	<b>\$80,891.20</b>	<b>\$84,988.80</b>

<b><u>DETECTIVES</u></b>	<b>PAY PERIOD: 52</b>	<b>2080 Hour Per Year</b>
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	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>
	<b>(0-2</b>		
	<b>Years)</b>	<b>(3-5 Years)</b>	<b>(6+ Years)</b>
<b>RATE/HOUR</b>	<b>\$38.89</b>	<b>\$40.86</b>	<b>\$42.88</b>
<b>SALARY/YR</b>	<b>\$80,891.20</b>	<b>\$84,988.80</b>	<b>\$89,190.40</b>

<b><u>SERGEANTS</u></b>	<b>PAY PERIOD: 52</b>	<b>2080 Hour Per Year</b>
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	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>
	<b>(0-2</b>		
	<b>Years)</b>	<b>(3-5 Years)</b>	<b>(6+ Years)</b>
<b>RATE/HOUR</b>	<b>\$42.88</b>	<b>\$45.02</b>	<b>\$47.25</b>
<b>SALARY/YR</b>	<b>\$89,190.40</b>	<b>\$93,641.60</b>	<b>\$98,280.00</b>

<b><u>LIEUTENANTS</u></b>	<b>PAY PERIOD: 52</b>	<b>2080 Hour Per Year</b>
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	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>
	<b>(0-2</b>		
	<b>Years)</b>	<b>(3-5 Years)</b>	<b>(6+ Years)</b>
<b>RATE/HOUR</b>	<b>\$47.25</b>	<b>\$49.64</b>	<b>\$52.12</b>
<b>SALARY/YR</b>	<b>\$98,280.00</b>	<b>\$103,251.20</b>	<b>\$108,409.60</b>

**APPENDIX B**  
**2019-20 (PPO Option)**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>
Office Visit Copayment	\$35 per visit
Specialist Visit Copayment	\$45 per visit
Hospital Copayment	\$300 per admission
Urgent Care Copayment	\$75 per visit
Emergency Room Copayment	\$125 per visit
Outpatient Surgery Copayment	\$200 per procedure
Lifetime Maximum	Unlimited

**PREVENTIVE CARE**

Well child care :	No Charge No charge
Birth to 12 years All others	
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

**AL CARE**

Office visits:	\$35 per visit
Primary Care	
Specialists	\$45 per visit
Outpatient mental health	\$35 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$45 per visit
Maternity care, initial visit	\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	\$45 per visit No charge
Office visits/testing Injections - 80 visits in 3 years	



**HOSPITAL CARE - Prior authorization required**

Semi-private room	\$300 co-payment
Inpatient Mental Health	\$300 co-payment
Inpatient Substance Abuse	\$300 co-payment
Skilled nursing facility (120 days)	\$300 co-payment
Rehabilitative services (60 days)	\$300 co-payment
Outpatient surgery	\$200 co-payment

**OTHER HEALTH CARE**

Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services.	State Mandate
Home Health Care	No charge

**\*PRESCRIPTION DRUGS**

Generic	\$5 copayment
Listed Brand	\$20 copayment
Non-Listed Brand	\$35 copayment
Mail Order	2x retail
Annual Maximum	\$1,000
Plan	Managed

**OUT-OF-NETWORK SERVICES**

<b>Calendar Year Deductible:</b>	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
<b>Coinsurance Maximum:</b>	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
<b>Cost Share Maximum:</b>	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

**APPENDIX C**  
**HIGH DEDUCTIBLE HEALTH PLAN 2019-2022**

-	In Network Services and Out-of-Network Services and Out-of-Network Services Subject to Deductible and coinsurance.
-	No Referrals Required
-	Deductible: \$2,000 Individual, \$4,000 Two or More
-	In Network Coinsurance 100%
-	In Network Coinsurance Max \$500/\$1000
-	In Network
-	Out-of-pocket Maximum \$2,500 individual, \$5,000 Two or More
-	Lifetime Maximum In-Network — Unlimited
-	Out-of-Network Benefits
-	Coinsurance 80% / 20%
-	Out of Network Coinsurance Maximum \$2000/\$4000
-	Out of Network Out-of-Pocket Maximum \$4000/\$8000
-	Combined In/Out-of-pocket Maximum \$4,500 Individual, \$9,000 Two or More
-	Lifetime Maximum Out-of-Network — Unlimited
-	Only In-Network Benefits Illustrated Below
<p>43: F, YRIANRW</p> <p>Pediatric</p> <p>Adult</p> <p>Vision Exam</p> <p>Hearing</p> <p>Routine Gynecological</p>	<p>Covered 100% - Not Subject to Deductible</p> <p>Covered 100% - Not Subject to Deductible</p> <p>Covered 100% - Not Subject to Deductible</p> <p>Covered 100% - Not Subject to Deductible</p> <p>Covered 100% - Not Subject to Deductible</p>

MEDICAL SERVICE	100% after deductible
Medical Office Visit	100% after deductible
Outpatient PT/OT-Speech	100% after deductible
Chiropractic	50 visits per calendar year combined Additional coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible



Outpatient MH/SA	100% after deductible
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Additional coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible

Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year
Infertility Services	100% after deductible No Age or Cycle Limits GIFT/ZIFT are covered
Prescription Drugs	After the deductible, prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay  Maximum co-pays after deductible = \$500/\$1,000

## APPENDIX D — DENTAL PLAN

### Anthem FULL DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

#### COVERED SERVICES INCLUDE

- ☐ Oral Examinations
- ☐ Periapical and bitewing x-rays
- ☐ Topical fluoride applications for members under age 19
- ☐ Prophylaxis, including cleaning, scaling and polishing
- ☐ Relining of dentures
- ☐ Repairs of broken removable dentures
  - o Palliative emergency treatment
- ☐ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel Crown (primary teeth)\*
  - o Simple extractions\*
  - o Endodontics — including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

#### ACCESSING BENEFITS:

##### Participating Dentists Benefits

When a member receives care from one of over 1,800 Participating Dentists, he or she simply present his or her Identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

##### Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lessor of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



# Anthem

## Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- # Onlays (not part of bridge)
- Crown (not part of bridge)
- + Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for Individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

# Anthem

## Dental Amendatory Rider D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

### ACCESSING BENEFIT&

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of sixty percent (60%) of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of sixty percent of the dentist charge or sixty percent of the applicable allowance for the procedures as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist. -

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*



## APPENDIX E — VISION CARE

### ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:

- + Yearly eye examinations for vision corrections
- + Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- + In-plan and out-of-plan coverage.

### VISION EXAM COVERAGE:

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

### OPTICAL SERVICES:

Frames for prescription lenses	Up to \$28 per calendar year
Single vision lenses	Up to \$33.50 per calendar year
Bifocal lenses	Up to \$52 per calendar year
Trifocal lenses	Up to \$84 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$225 per calendar year
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$33.50 per calendar year

### PRINCIPAL LIMITATIONS & EXCLUSIONS

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses, Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

**APPENDIX F — MOU RETIREMENT INCENTIVE PROGRAM**

The Town shall establish the following Retirement Incentive Program ("RIP" or "Program") for active full time employees of the bargaining unit ("Employee(s)") who are considering retiring from the Town of Waterford Police Department (the "Department").

**Section I — Eligibility**

Any Employee of the Department covered by the July 1, 2007 collective bargaining agreement ("Agreement"), hired on or before June 30, 1996 who has completed ten (10) continuous years of service with the Department and who is eligible for normal retirement under MERF B pursuant to Connecticut General Statutes §7-428, and who personally elects to retire under MERF B during the Enrollment Period, may apply for this Program ("Eligible Employee"). As of June 2016, the only remaining Eligible Employees are: David Burton, John Davis, Edward DeLaura, James Dimmock, Richard Morgan, Cynthia Munoz, Roger Reed, Dana Seymour, and Steven Whitehead. No other current or future bargaining unit members are eligible to participate in the Program.

**Section II — Enrollment Period**

An Eligible Employee must apply for the Program within three (3) years after becoming eligible for Normal Retirement or before July 1, 2000, whichever is later ("Enrollment Period"). Normal Retirement for the purposes of this Section II — Enrollment Period shall be defined as the earlier of: 1) age fifty-five (55), provided such employee has at least ten (10) years of continuous service with the Department or fifteen (15) years of aggregate service with the Department; or, 2) twenty-five (25) years of aggregate service with the Department with no age requirement. Eligible Employees who wish to apply for the Program must do so in writing by certified mail, return receipt requested, or hand-delivered to the Director of Human Resources. If the employee meets the eligibility requirement and applies for the Program during the Enrollment Period, resignation will be considered irrevocable unless the Town otherwise agrees in writing.

**Section III — Insurance Benefits**

The Town will make available to an Eligible Employee who is enrolled in the Program ("Retiree"), and to the spouse of any such Retiree (who is the spouse of such Retiree at the time of such Retiree's retirement and who remains as the Retiree's spouse) ("Spouse"), the opportunity to continue participation in the Town's medical insurance program in accordance with its applicable terms, conditions and premium contributions as they may be amended from time to time. Retired employees and their Spouses will be eligible for such medical insurance coverage, in accordance with the same terms, conditions and premium contribution levels applicable to full time Department employees participating in the PPO plan as set forth in the parties 2015 — 2019 CBA as may be amended from time to time; and provided further however, if the cost of such medical insurance increases, the Town's expense shall not exceed the Town's expense for the Retiree and/or Spouse as of the date the Retiree was accepted into the Program by the



Town.

Said coverage may continue until the Retiree or Spouse attains Medicare eligibility, at which time such coverage shall cease. At that time, he/she may enroll in Medicare in the parts for which he/she is eligible. Should he/she enroll in Medicare, and purchase Medicare Supplemental Health Insurance; the Town shall reimburse the Retiree and/or Spouse fifty percent (50%) of his/her annual premium for the medicare supplemental health insurance policy. If the premium for such supplemental insurance increases, the Town's expenses shall not exceed the Town's expenses for the Retiree and/or Spouse as of the date he/she enrolled in Medicare. In no event, however, shall the Town's Medicare expense for the Retiree and/or Spouse exceed fifty percent (50%) of the Town's expense for the Retiree and/or Spouse as of the date the Retiree was accepted into the Program by the Town.

Notwithstanding anything contained in this provision Section III to the contrary, the Town's obligations shall be suspended upon eligibility for substantially equivalent medical/supplemental medicare benefits (which are not more expensive than Town benefits) by the Retiree or Spouse in another health plan. The Town's obligations shall terminate upon the Retiree or Spouse's death.

#### **Section IV — General Release and Covenant Not to Sue**

In consideration of the promises of the Town set forth in this Program, Employee shall execute the General Release and Covenant Not to Sue attached as Schedule A.

#### **Section V — Administration**

The Director of Human Resources of the Town of Waterford or her designee shall have the discretionary authority to determine eligibility for benefits, shall administer this Program, and may issue rules and regulations to carry out the Program.

