



AGREEMENT

between

THE TOWN OF NORTH HAVEN

-and-

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION/C.O.P.S. DIVISION,
LOCAL 3087, NORTH HAVEN POLICE UNIT**

Expires June 30, 2019

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AGREEMENT
between
THE TOWN OF NORTH HAVEN
and
NORTH HAVEN POLICE UNION, UPSEU/COPS

THIS AGREEMENT, effective upon signing except as otherwise set forth herein, by and between the TOWN OF NORTH HAVEN (hereinafter referred to as the "TOWN") and the United Public Sector Employees Union/C.O.P.S. Division, Local 3087, North Haven Police Unit, (hereinafter referred to as the "UNION") sets forth their Collective Bargaining Agreement as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent on behalf of all Grade A, Grade B, post probationary Grade C Patrol Officers; Sergeants, Lieutenants, and Captains in the North Haven Police Department. As used herein, the term "employee" shall include any member in any of the aforesaid ranks.
- 1.2 Nothing herein shall be construed to preclude the Union or any employee from retaining counsel to assist in negotiations and collective bargaining, or to prevent counsel from attending any hearings or meetings dealing with grievances or any of the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Unless expressly limited by a specific section of this Agreement, or by a Decision rendered by the State Board of Mediation and Arbitration, the rights, powers and authority held by the Town of North Haven, including any of its boards, agencies, departments or commissions, pursuant to any Town Charter, general or special act of the legislature, Town Ordinance, regulation or other type of lawful provision over all matters involving the North Haven Police Department, including the policies, practices, procedures and regulations with respect to employees of the department covered by this Agreement, shall remain vested solely and exclusively in the Town of North Haven.

ARTICLE 3 - DISCIPLINARY ACTION

- 3.1 There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee because of marital status, sex, race, creed, color, religious belief, age, disability, Union membership or Police Benevolent Association activity.

A claim of discrimination that is referenced in Conn. Gen. Stat. §46a-60 may be processed in accordance with Article 19 – Grievances. However, such claim may not be processed to arbitration.

- 3.2 No employee, other than probationary employees as hereinafter defined, shall be discharged, demoted, suspended or otherwise disciplined, except for good and just cause.
- 3.3 The Chief shall be authorized to award discipline for minor matters up to a maximum penalty of a ten (10) day suspension without pay. Such discipline may also include lesser suspensions and/or warnings or reprimands. Such discipline may be awarded without a formal hearing, but an employee so disciplined or subject to such discipline shall have the right to confer with the Chief, together with a representative of the Union. The Union or the employee disciplined shall have the right to grieve the award of discipline by filing a written grievance with the Chief within seven (7) working days of the award of discipline. As used herein, the term "working days" shall be deemed to mean the actual working days of the disciplined employee, commencing with his or her first actual work day after the date the discipline is imposed. The Chief shall meet with the employee and Union Representative and consider the grievance within ten (10) working days, and the burden shall be on the Town at such hearing to establish that the award of discipline was appropriate and for good and just cause. The Chief will render his decision on the grievance within three (3) days (exclusive of Saturdays, Sundays and holidays) following the conclusion of the hearing.
- The Chief or the Deputy Chief is authorized to place an employee on administrative leave with pay if the employee is unfit for duty or to conduct an investigation. The Town may require the employee to go to a physician to be evaluated to determine if the employee is fit for duty. If the Town's physician determines that the employee is not fit for duty and the employee's physician determines that the employee is fit for duty, the two (2) physicians shall agree to a third (3rd) physician whose determination as to whether the employee is fit for duty will be followed by the Town. If the employee is unfit for duty, he shall be placed on administrative leave without pay if eligible for, and in accordance with, the FMLA. However, said employee may use his/her accrued sick time during a FMLA leave of absence.
- 3.4 Discipline, other than that described in Section 3.3 above, shall be awarded only by the Board of Police Commissioners. All disciplinary proceedings before the Commission shall require notice to the employee involved and a hearing, and discipline shall be awarded only upon a finding of good and just cause. Grievances from actions of the Commission under Section 3.4 shall commence in accordance with Article 19.
- 3.5 If the discipline awarded to an employee consists of demotion, such demotion shall not be below the rank of Patrolman Grade C.
- 3.6 Any employee involved in a disciplinary proceeding before the Commission may be represented by the Union and/or counsel appointed by the Union, however the Town shall notify the Union of any charges, and/or disciplinary proceedings to be held against any member of the bargaining unit. If no action is taken against an officer, by the Town, within thirty (30) days after the completion of any investigation, no further actions shall be taken against the officer.

- 3.7 Except as expressly modified herein, grievances of disciplinary action shall be subject to the provisions of Article 19.
- 3.8 No employee shall be disciplined for refusing to take a polygraph test.
- 3.9 If a closed hearing is held, the Officer affected shall first be given and/or advised of all results and actions taken, before it is released to the public and/or media.

ARTICLE 4 - SENIORITY

- 4.1 Seniority under this Agreement shall be based upon the length of an employee's continuous service with the Department and rank seniority. Rank seniority shall be used for all purposes of contract application, except for layoff in which case department seniority shall apply. As used herein, rank shall be defined to mean; Patrolman Grade A & B, Sergeant, Lieutenant, Captain.
- 4.2 In the event appointments to a rank and/or promotion to a rank involving more than one (1) on a given day, then, in that event, the employee standing with the highest score on the entrance and/or promotional competitive examination, as per Article 22, herein, shall be the most senior. Ties shall be broken with a toss of the coin in the presence of the Chief of Police.
- 4.3 No employee shall attain seniority or other rights under this Agreement until he/she completes (18) eighteen months of service with the department and successfully completes the course prescribed by State law under the Police Officer Standards and Training Council. Days lost in excess of five (5) workdays shall not count towards the eighteen (18) month period. Until such time as both prerequisites have been completed, such employee shall be classified as a "probationary employee" and, as such, his employment may be terminated by the Board of Police Commissioners, upon recommendation by the Chief, for any reason whatsoever; and neither the probationary employee nor the Union on his behalf shall have the recourse to the grievance or arbitration provisions of this Agreement. Upon completion of the (18) eighteen month probationary period and successful completion of the course prescribed by State law under the Police Officer Standards and Training Council, the employee's seniority shall be computed retroactively to the commencement of his employment with the department.
- 4.4 An employee's seniority shall not be lost, penalized or broken by vacation time, sick leave time or leave of absence as authorized by this Agreement, or service in the armed forces of the United States, or any other leave permitted and allowed by this Agreement or by the Board of Police Commissioners.
- 4.5 An employee's seniority shall be lost when (s)he:
 - (1) terminates voluntarily;
 - (2) is discharged for just cause;

- (3) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (4) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (5) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
- (6) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding twelve (12) months; or
- (7) is laid off in excess of recall rights as set forth in Article 4, Seniority, Section 4.6.

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

- 4.6 In the event of a layoff, within the North Haven Police department, which shall be as a result of budgetary constraints, layoffs shall be in inverse order of departmental hiring. Said laid off employee shall remain on the reemployment list for a period of one (1) year and in the event of re-hiring it shall be order of seniority of said laid-off employee(s).
- (a) The Town, at its discretion, may require the re-hired employee to complete a physical examination, at the Town's expense, and said physical shall be at a place as directed by the Town. The employee must pass the physical to be re-hired.
 - (b) The recalled employee shall be given a minimum of two (2) weeks notice for a re-hire and shall report as directed by the Town. In the event said recalled laid-off employee fails to report, as directed by the Town, said laid-off recalled employee shall forfeit his/her position for recall and the next senior laid-off employee shall be recalled and shall follow the same procedure as above.
 - (c) For the purposes of seniority, the break in service shall be deducted and a new seniority date established. However, the recalled laid-off employee shall be reinstated to the pay for his/her rank and grade at the time of recall.

ARTICLE 5 - HOURS OF WORK

- 5.1 The department work schedule for employees, unless expressly limited by another Article or Section of this Agreement, shall consist of a four (4) month bid shift schedule with employees working five (5) consecutive days on-duty with two (2) consecutive days off-duty, followed by five (5) consecutive days on-duty with three (3) consecutive days off-duty.
- (a) Bid shift periods will begin on/about the first day of the month.

(b) The bid shift periods (inclusive) will be the following:

- JANUARY-APRIL
- MAY-AUGUST
- SEPTEMBER-DECEMBER

5.2 The department shall maintain three (3) normal patrol shifts, designated as follows:

| | |
|---------|--------------------|
| Shift 1 | 2400 to 0800 hours |
| Shift 2 | 0800 to 1600 hours |
| Shift 3 | 1600 to 2400 hours |

Seven (7) days' notice shall be given to an employee prior to change of squad, except that said notice shall be dispensed with in case of emergency. As used herein, the term "work period" means five (5) consecutive work dates.

5.3 In addition to the above shifts designated in 5.2, the department shall maintain three (3) so-called "early man" shifts as follows:

| | |
|---------|--------------|
| Shift 1 | 2300 to 0700 |
| Shift 2 | 0700 to 1500 |
| Shift 3 | 1500 to 2300 |

Employees shall be assigned to the "early man" shift based upon seniority pick, unless at the Chiefs discretion it becomes necessary to do otherwise for a specific purpose.

5.4 Uniformed employees shall bid their shifts based on seniority within specific ranks as defined in Article 4, for four (4) months at a time. Uniformed patrol officers will work permanent shifts. Uniformed patrol officers include the ranks of Lieutenants, Sergeants and Patrol Officers in the Patrol Division.

(a) The Chief shall determine the total number of permanent bid shift slots and those slots will be bid by seniority.

5.5 Each employee's shift and days off shall remain as scheduled for the entire bid period, with the following exceptions:

(a) When officers are assigned to special assignments as defined herein, and/or schooling or training.

(b) When a permanent vacancy occurs, which the Chief determines is necessary to fill; the Chief shall offer the vacancy to employees in order of seniority. If the vacancy is not filled voluntarily, the vacancy shall be filled by the Chief. A permanent vacancy is defined as an extended absence for any reason other than vacation in excess of fourteen (14) calendar days.

- 5.6 New employees shall, for the first twelve (12) months, after successful completion of required courses at the Police Officer Standards and Training Council, or approved academy, be assigned to shifts at the discretion of the Chief of Police.
- 5.7 The three (3) least senior employees shall not be included in the bid selection and shall be assigned to such shifts as directed by the Chief or his designee.
- 5.8 During the period between bid selections, the three (3) least senior employees, as well as any new employees, shall continue to be subject to assignment by the Chief or his designee.
- 5.9 As it relates to any of the three (3) least senior employees who are subject to shift assignments by the Chief or his designee, there shall be a minimum of four (4) days' notice before any change in the employees' schedule.
- 5.10 When a new employee completes his/her first twelve (12) months of service as stated in Section 5.6, and he/she is no longer one of the three (3) least senior employees, he/she shall be permanently placed on a shift at the discretion of the Chief for the remainder of the current bid period.
- 5.11 Those employees assigned to the Information Services Division, Support Services Division, Professional Standards and Accreditation and Investigative Services shall work a regular work week at hours to be determined solely by the Chief of police or his designee. The regular schedule of employees in the above-referenced divisions/positions may be changed in the discretion of the Chief or his designee. Employees assigned to work in the above-referenced divisions/positions shall work the same average number of hours per week as those of the Uniformed Services Division.
- 5.12 Patrol officers are to leave the police station for their respective tours of duty on the hour of the start of their shift.
- 5.13 All employees shall be allowed thirty (30) minutes for lunch or dinner, depending upon their shifts, provided police security in the Town of North Haven shall not be impaired.
- 5.14 All employees shall be permitted to work two (2) consecutive eight-hour shifts.
- 5.15 Employees assigned to the Investigative Services Division, including Youth Investigators and "special assignment officers," shall not be assigned to the above shifts; and they may alter their regular schedule when, in the sole discretion of the Chief or his designee, such alterations are necessary for the efficient operation of the Department or the members of said classifications. Employees assigned to work in the Investigative Services Division shall work the same average number of hours per week as those of the Patrol Division.

ARTICLE 6 - OVERTIME

- 6.1.a Overtime work shall be defined as work in excess of eight (8) hours in any one day or work in excess of an employee's regularly scheduled workweek.
- 6.1.b With respect to employees assigned to work in the Investigative Service Division, including Youth Investigators and the court liaison officer, overtime-work shall be defined as work in excess of eight (8) hours in any one day or work in excess of the employee's regularly scheduled work week.
- 6.2 The workweek is defined as a seven (7) day period, from Sunday through Saturday.
- 6.3 Whenever an employee works in excess of his regularly scheduled work week, he shall be compensated for such overtime hours at one and one-half (1 ½) times his straight-time hourly rate for all hours worked in excess of the hours he was scheduled to work in said work week.
- 6.4 Notwithstanding the number of hours an employee is scheduled to work within a work week, whenever an employee works in excess of eight (8) hours in anyone day, he shall be compensated at one and one-half (1 1/2) times his straight-time hourly rate for such overtime hours.
- 6.5 Overtime compensation due to employees shall be paid on the next payroll date after the overtime work was performed.
- 6.6 When an out-of-town assignment requires an overnight stay, no overtime shall apply unless prior approval is obtained from the Chief, or in his absence, from his designee.
- 6.7 Employees ordered to return to duty to perform overtime work, as defined herein, shall receive not less than four (4) hours' pay at the applicable overtime rate. The squad commander shall make a reasonable attempt to secure a replacement of four (4) hours from the current shift and of four (4) hours from the oncoming shift. If no one is available the officer may be held over for eight (8) hours. The Chief of Police may, at his sole discretion, fill the overtime assignments that are not voluntarily taken in the following manner: Vacancies which the Chief, or his designee, deems to be filled shall be filled rank for rank. When employees are ordered in, it shall be in four (4) hour increments. The vacancy will be filled by holding over an officer from the preceding shift for four (4) hours and then ordering in an officer from the succeeding shift for four (4) hours early.
- The Chief, or his designee, shall compile a rotation list of all officers within the department. All ordered assignments shall be rotated and filled rank for rank.
- 6.8 All overtime and replacement work shall be offered to regular department members in accordance with Section 13.2.

- 6.9 The straight-time hourly rate shall mean the hourly rate obtained by dividing the annual base salary of the employee by 2,080 hours.
- 6.10 The Chief of Police shall fill overtime assignments that require the presence of a female with a regular female member of the department.
- 6.11 Distribution of overtime assignments shall follow the same procedure as Article 13.
- 6.12 Investigative Services Division members cannot be ordered in prior to their work shift, or after their work shift, to fill Uniformed Services Division manpower shortages, except in an emergency as defined by the Chief.
- 6.13 Effective upon ratification and approval of this Agreement that expires on June 30, 2019, employees who voluntarily work a four (4) hour overtime assignment on the midnight shift (11pm - 7am or 12am - 8am) may choose to receive either monetary overtime payment or compensatory time off.

Compensatory time for working eight (8) hours of overtime will equate to twelve (12) regular work hours and compensatory time for working four (4) hours of overtime will equate to six (6) regular work hours.

Officers may earn and accumulate up to twenty-four (24) hours of compensatory time; however, all compensatory time not used by June 15th of each year will be paid out.

Compensatory hours may be converted to monetary payout anytime during the fiscal year upon written notice to the Human Resources Department; payment will be made during the regular payroll cycle.

Officers who have accrued compensatory time at the time of a promotion will receive monetary payment for the hours owed based upon their regular rate of pay at the time the compensatory time was earned.

Patrol Officers receiving pay increases during the calendar year as a result of step increases, i.e., Grade C to Grade B, etc., who elect monetary compensation in lieu of compensatory time off will be paid based upon their regular rate of pay at the time when the compensatory time was earned.

With the exception of the midnight shift, accrued compensatory time may only scheduled during the dayshift and the evening shift when there is no cost to the Town.

Compensatory time off requests shall only be made during the current four month bid cycle following the closing ten day vacation window period and will be granted on a first-come basis (not based upon seniority).

- 6.14 Officers may sign-up for patrol overtime seventy-two (72) hours in advance of the assignment and may not be bumped by a more senior officer within forty-eight (48) hours prior to the assignment.

ARTICLE 7 - SICK LEAVE

- 7.1 As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his regular rate of pay.
- 7.2 An employee's absence from work shall be authorized and shall qualify him for sick leave and sick leave benefits, if it is due to, or arises out of:
- (a) Illness, incapacity or injury to the employee, not arising out of or during the performance of duty.
 - (b) Illness, incapacity or injury to the employee's spouse or child requiring his/her personal attendance.
- 7.3 A doctor's certificate may be required by the Town whenever an employee is out on sick leave for any reason under Section 7.2A or 7.2B, or at any time that it is deemed that sick leave is being abused by an employee, on the written notice by the Town to the employee. The Town shall have the further right, whenever it deems necessary or appropriate, to have the employee examined by a doctor mutually agreeable to both the Town and the employee, to determine the exact nature and extent of said employee's physical incapacity or illness, at the Town's expense.
- 7.4 Each employee shall be entitled to accumulate one and one-quarter (1 1/4) sick leave days per month, with full pay, at his regular rate of pay; provided, however, that no employee shall be entitled to accumulate an unused total of sick leave days in excess of one-hundred and twenty (120) days.
- 7.5 When an employee approaches retirement, he shall have the following options with respect to his unused accumulation of sick leave.
- (a) He may elect to apply said unused sick leave days to his normal retirement date so that the later date will be advanced by the number of unused sick leave days; or
 - (b) He may elect to retire on his normal retirement date and receive, as a lump sum payment on retirement, a sum that is the product of his unused sick leave days, multiplied by his daily rate of pay as of the date of retirement.

Employees hired after September 6, 2012 will have the following options:

- (c) He may elect to apply up to sixty (60) days of unused sick leave days to his normal retirement date so that the later date will be advanced by the number of unused sick leave days; or
 - (d) He may elect to retire on his normal retirement date and receive, as a lump sum payment on retirement, a sum equal to up to sixty (60) days of unused sick leave days, multiplied by his daily rate of pay as of the date of retirement.
- 7.6 If an employee, by reason of death, has not exhausted his sick leave allowance as of the date of his/her death, the Town shall pay to the employee's surviving spouse, or if there is no surviving spouse to his/her estate, a lump sum payment consisting of his/her number of unused sick leave days, as of the date of his/her death, multiplied by the prevailing day rate of pay received by such employee as of the date of his/her death.
- 7.7 Sick leave may be used in a minimum increment of four (4) hours.

ARTICLE 8 - INJURY LEAVE

- 8.1 In the following described situations, and in these situations only, an employee may be absent from duty without suffering any detraction from his cumulative sick leave total, and with compensation at his regular rate of pay:
- (a) When an employee is injured, incapacitated or disabled in the performance of his duty, and until such time that he is able to return to any duty, or until such time that he has reached the point of maximum recovery, whichever occurs first, he shall receive full compensation at his regular rate of pay, less any Worker's Compensation allowance; provided, however, said period shall not exceed one (1) year duration. If said inability to be able to return to any duty exceeds said one (1) year period, then said employee shall be referred to the Retirement Board for appropriate action.
- 8.2 When an employee is injured, incapacitated or disabled in the performance of his duty and reaches a point of maximum recovery, but is still unable to perform his previously assigned duties, he shall be assigned to whatever police work he is able to perform, as recommended and assigned by the Chief or his designee, and his salary for said assignment shall be no less than that which he would have received if he had continued to perform the duties assigned to him prior to the injury or disability. If no such police work is available that the employee is able to perform, then he shall be retired on a service-connected disability pension in accordance with the applicable provisions of the pension or retirement system under which he is covered.
- 8.3 The Town shall have the right, whenever it deems it necessary or appropriate, to have an employee examined by a physician mutually acceptable to the Town and the employee, at the Town's expense whenever said employee makes any claim under the provisions of Article 8 as set forth herein.

ARTICLE 9 – BEREAVEMENT LEAVE

- 9.1 In the following described situations, an employee may be absent from duty without suffering any detraction from his cumulative sick leave total, and with compensation at his regular rate of pay:
- (a) In the event of a death in the immediate family of the employee, leave consisting of a maximum of three (3) consecutive scheduled working days shall be granted. (Scheduled working days separated by scheduled days off shall be deemed to be consecutive scheduled working days for the purpose of this Section). The term "immediate family" shall include the employee's mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or any other relative who is an actual member of the employee's household.
 - (b) In the event of the death of a grandparent, aunt, uncle, niece, nephew of the employee or of his spouse, one (1) day leave shall be allowed.
 - (c) In the event of an out-of-state funeral for relatives listed in Section 9.1A, employees shall be granted leave of five (5) days, provided the location of the out-of-state funeral is 250 or more miles from the Town of North Haven.

The Chief of Police may, in his sole discretion, grant leave of five (5) days for an employee to attend the out-of-state funeral for a relative listed in Section 9.1A where the location of the out-of-state funeral is less than 250 miles from the Town. In the event of an out-of-state funeral for relatives listed in Section 9.1B, employees shall be granted leave of three (3) days provided the location of the out-of-state funeral is 250 or more miles from the Town of North Haven. The Chief of Police may, in his sole discretion, grant leave of three (3) days for an employee to attend the out-of-state funeral for a relative listed in Section 9.1B where the location of the out-of-state funeral is less than 250 miles from the Town.

ARTICLE 10 - SPECIAL LEAVE

- 10.1 Each post-probationary employee shall be entitled to personal leave consisting of (2) days off per year without loss of pay as a matter of right such right subject only to the following conditions: In the event that at least six (6) patrol officers are scheduled to work on the shift from which personal leave is sought, two (2) patrol officers from said shift shall be allowed off. In the event that at least five (5) patrol officers are scheduled to work on the shift from which personal leave is sought two (2) patrol officers from said shift shall be allowed off. In the event that at least four (4) patrol officers are scheduled to work on the shift from which personal leave is sought, one (1) patrol officer from said shift shall be allowed off. The thrust of this provision is that an officer will not be required to give the Chief or the Town his reason for requesting personal leave day(s),

and the requested personal leave will not be subject to denial by the Chief unless one of the above-referenced conditions is satisfied. Such leave is not cumulative.

- 10.2 An employee may be absent from duty, without loss of pay, and without detraction from his sick leave accumulation, in order to keep medical, optical or dental appointments for said employee, not to exceed two (2) hours in duration, provided prior approval of the Chief or his designee is obtained and only when said appointments cannot be accomplished on off-duty hours. Proof of attendance may be required.
- 10.3 When a member of the Union attends an arbitration or grievance hearing concerning a grievance filed by him, he shall suffer no loss of pay for such attendance, nor shall his days of leave, as authorized herein, be reduced as a result thereof.
- 10.4 Whenever an employee exhausts his entire accumulation of sick leave, he shall have the right to petition the Board of Police Commissioners for an extension of sick leave days. The Commission shall grant the requested extension upon showing of good cause, not to exceed sixty (60) working days, provided, in the discretion of the Commission, the employee has not abused his prior sick leave. Any further extension of sick leave days shall be in the sole and absolute discretion of the Commission.

ARTICLE 11 - ASSOCIATION LEAVE

- 11.1 Members of shifts during which a meeting of the Police Benevolent Association or the Union is called may attend such meeting without loss of pay, provided the Association and/or the Union shall hire, at their own expense, qualified replacements for each member so attending; and further provided that such meeting is held in police headquarters, and the members are available to return to duty in the event of an emergency situation, subject, however, to the following limitations:
 - (a) During the Annual P.B.A./Union Meeting and during the Contract Ratification Meeting, a regular sergeant or lieutenant shall man the desk and be in charge of the shift.
 - (b) During all other meetings of the P.B.A. / Union, a regular sergeant or lieutenant shall man the desk and be in charge of the shift and, in addition, at least two (2) regular officers shall be deployed on the shift.
- 11.2 Two (2) members of the Union Negotiating Committee shall be allowed time off, without loss of pay, for actual attendance at bargaining sessions with the Town.
- 11.3 Three (3) members of the Union shall be given one (1) day leave per year to attend meetings of the Connecticut State Police Association Convention without loss of pay and without reduction therefore in their cumulative sick leave days, or any other leave days as authorized herein; provided, however, that the Chief of Police is notified as to whom the three (3) attending members will be, and what their regular schedules of duty are, at least,

one (1) week before said convention. If no such notification is received, then said absence shall not be authorized and shall be without pay.

- 11.4 The President of the Union, or his designee, shall be granted time off without loss of pay in order to attend to Union business, grievance and arbitration hearings, and prohibited practice conferences and hearings, conventions, meetings concerning Union business, consultations and any other meeting concerning Union activity or business. Up to a total of twenty (20) days off without loss of pay will be granted each fiscal year. The Chief may, in his discretion, grant additional days.

ARTICLE 12 – NOTIFICATION AND REPLACEMENT

- 12.1 Any employee intending to invoke any leave provision herein shall, except in the case of an emergency or accident, notify the dispatcher at least four (4) hours in advance of such intention. The dispatcher shall immediately notify the Chief or his designee. The Commanding Officer shall arrange for necessary replacements. The police surgeon may be consulted if the Chief or his designee feels it necessary to examine any employee who does not report to duty. If an employee fails to notify said dispatcher, as aforesaid, then any leave shall not be authorized and shall be without pay.
- 12.2 In the event that it is necessary, in the Chief's discretion, to recall an off duty member to replace a member temporarily unable to perform his duties, such temporary replacement shall be selected within the same rank as the rank attained by the member who must be replaced; provided, however, that if said replacement cannot be made within the same rank due to the unavailability of the members of that rank, the Chief shall choose said replacement from the roster of regular department members on a daily rotating basis. A list of all employees, divided in accordance with their respective ranks, shall be maintained by the Chief, or his designee. Said list shall indicate the date the employee was requested for replacement duty and an acceptance or refusal on the date which the replacement work is to be performed. No employee shall be offered a replacement assignment that extends beyond one (1) day until the rotation list has been exhausted.

ARTICLE 13 - EXTRA DUTY ASSIGNMENTS

- 13.1 The term "extra duty assignment", for the purpose of this Article, shall mean work which is requested by some party other than the Town of North Haven or its Boards, Commissions or Agencies, with the exception of the Board of Education and the Park and Recreation Commission.
- 13.2 The Chief shall designate an officer of the Union to maintain a list of all regular employees which indicates the combined accumulated extra duty and/or overtime hours worked, and hours for refused assignments. The Union shall establish a procedure, to be approved by the Chief, to be followed in order to distribute extra duty and overtime work. The Union shall hold the Town harmless from any claims regarding the individuals to whom overtime work and/or extra duty work is assigned, the distribution of such work and the number of hours of such work assigned. In the event an employee

is inadvertently not contacted for an Extra Duty or overtime Assignment, the Town shall not be responsible for reimbursing the affected employee, but he shall be offered the next such assignment.

- 13.3 Employees who perform extra duty assignments shall be paid at the rate of time and one-half (1.5X) top Sergeant's hourly rate of pay per hour, except that double (2X) time the top Sergeant's hourly rate of pay shall be paid for all hours worked on the following holidays of Article 14.1: New Years Eve, New Years Day, Good Friday, Easter Sunday, Thanksgiving Day, Christmas Eve after 4:00 p.m. and Christmas Day. A minimum of five (5) hours' compensation at the applicable extra duty rate provided for herein shall be paid for each extra duty assignment.
- 13.4 When three (3) or more officers are required for an extra duty assignment, one of those assignments shall be a Sergeant or other ranking officer to supervise such assignment.

ARTICLE 14 - HOLIDAYS

- 14.1 All employees covered by this Agreement shall be entitled to the following paid holidays each year during the term of this Agreement. Holiday pay shall be paid on the actual day of said holidays.

| | |
|------------------------|------------------|
| New Year's Day | Memorial Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Labor Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Christmas Day |
| Independence Day | |

- 14.2 If an actual holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday, and shall not be charged against the employee's sick leave accumulation.
- 14.3 Any employee, except those employees assigned to the Investigative Services Division, who works on any of the above actual holidays, shall be paid eight (8) hours for the holiday and one and one-half (1 1/2) times his straight-time hourly rate for all hours worked on the holiday.
- 14.4 If a paid actual holiday falls on an employee's regularly scheduled day off, such employee shall be paid for said holiday, in addition to his regular weekly pay, as though he had worked eight (8) hours on that day. Overtime rates shall not be applicable to this Section.
- 14.5 Employees assigned to the Investigative Services Division shall, subject to the prior Approval of the Chief, have the following elections with respect to said actual holidays:

- (a) They may elect not to work on said actual holiday, in which event the employees so electing will be paid for that day at their respective regular rate of pay; OR
 - (b) If they elect to work on said actual holiday, employees assigned to the Investigative Services Division shall be paid eight (8) hours for the holiday and one and one-half (1 1/2x) times their hourly rate for all hours worked on the holiday.
- 14.6 In the event that an employee takes a day off on the day immediately before or immediately after any of said actual holidays, and said day is not properly chargeable to sick leave – substantiated by a medical certificate, if orally requested by the Chief or Deputy – special leave, vacation leave, funeral leave, injury leave or a normal day off, said employee shall not receive holiday pay for the holiday following or preceding the unauthorized day off.
- 14.7 All off duty employees shall participate in the Memorial Day Parade and shall be compensated an additional day off (8 hours, straight time) with pay, on a future date which is subject to approval by the Chief.
- 14.8 In the event that the highest elected official of the Town proclaims or declares a holiday for all Town employees, as the result of a one-time singular occurrence, such as the death of a President of the United States, and said holiday is not specified herein, all employees covered by this Agreement shall be entitled to one of the following:
- (a) If an employee is scheduled to work on said day, he may elect to receive an additional day's pay for working on said day, or he may elect to receive a future compensatory day off, provided his choice of date is approved in advance by the Chief.
 - (b) If an employee is not scheduled to work on said day, he shall receive one (1) additional day's pay for said day.
 - (c) The compensation referred to herein shall be at the employee's regular straight time rate of pay.
- 14.9 Employees assigned to the Information Services Division, Support Services Division, and Professional Standards and Accreditation Divisions shall, subject to prior approval of the Chief of Police, have the elections with respect to said actual holidays as A and B of Section 14.5 above.

ARTICLE 15 - VACATIONS

- 15.1 The period during which vacations may be taken shall be from January 1st to December 31st of each year. Employees shall not have the right to accumulate vacation periods. At the time the vacation is requested the employee shall indicate if the requested vacation is a carry-over from the previous year or current vacation. If, as a result of injury leave,

vacation is carried over to the next calendar year, the employee must schedule the vacation within the first four (4) months of the employee's return to work.

15.2 Employees who have completed the following periods of continuous service with the Department shall receive paid vacations as follows:

- (a) One (1) week of vacation after completion of the prescribed POSTC Police Training Academy, to be used by December 31 of that calendar year in which POSTC Police Training Academy was completed;
- (b) Two (2) weeks of vacation each year commencing on the employee's first anniversary date of hire and continuing up to the fifth (5th) year of service;
- (c) Three (3) weeks of vacation each year commencing on the employee's fifth (5th) anniversary date of hire and continuing up to the tenth (10th) year of service;
- (d) Four (4) weeks of vacation each year commencing on the employee's tenth (10th) anniversary date of hire and continuing up to the fifteenth (15th) year of service.
- (e) Five (5) weeks of vacation each year commencing on the employee's fifteenth (15th) anniversary date of hire and continuing up to the (20th) year of service.
- (f) Six (6) weeks of vacation each year commencing on the employee's twentieth (20th) anniversary date of hire.

15.3 An employee's choice of dates for vacation shall be granted, subject to the following qualifications:

- (a) The operating requirements of the department shall prevail, and a choice of dates that would interfere with said operating requirements shall be denied. A lieutenant and a sergeant or two (2) sergeants on the same shift cannot take the same vacation period. Priority shall be given to the highest rank.
- (b)1 All vacation selections, whether full weeks or individual day, within the bidding period will be based on seniority. Vacation requests shall be submitted within ten (10) days after the work schedule is determined. If a vacation cannot be approved, the employee will be so notified and may be offered other available vacation dates within the existing bid period and he/she shall have seven (7) days from day of notification to select another vacation.
- (b)2 After the ten (10) day window period closes, all full week vacation selections or individual vacation days must be requested in writing not less than five (5) working days prior to the requested week or day(s).

- (b)3 All vacation requests submitted after the closing of the ten (10) day window period, whether for full week or individual days, shall be based on a "first come, first serve basis", not by seniority.
- (b)4 If an untimely matter arises (e.g. pregnancy) Section B of this Agreement can be modified with the approval of the Chief or his designee as long as there is no additional cost to the Town.
- (b)5 Employees who have five (5) or more weeks of vacation shall not be permitted to take more than three (3) weeks of vacation time in single days.
- (b)6 All November and December vacation requests, whether it be a full week or an individual day(s), must be in writing by November 1st. (Personal days and Parade days are not included.)
- (b)7 An employee who has requested and been approved to take a full week of vacation (five (5) consecutive workdays) inclusive of a holiday in which (s)he is scheduled to work may not thereafter cancel any of the approved vacation days.
- (b)8 An employee may carry over up to five (5) vacation days into the next calendar year; however, all vacation days that are carried over must be used by June 1st of each fiscal year and seniority shall not be the determining factor in scheduling the vacation days that are carried over.
- (c) Either one (1) or two (2) patrol officers (as set forth hereafter) on the same shift shall be permitted to take the same vacation day(s), depending upon the number of patrol officers scheduled to work on the shift during which the vacation day(s) are selected. In the event that at least six (6) patrol officers are scheduled to work on the same shift during the vacation period selected by an employee assigned to that shift, two (2) patrol officers from said shift shall be allowed off on vacation. In the event that at least five (5) patrol officers are scheduled to work on the same shift during the vacation period selected by an employee assigned to that shift, two (2) patrol officers from said shift shall be allowed off. In the event that at least four (4) patrol officers are scheduled to work on the same shift during the vacation period selected by an employee assigned to that shift, one (1) patrol officer from said shift shall be allowed off. In the event that the number of patrol officers on the same shift who desire the same vacation period exceeds the limitations provided herein, priority shall be granted in accordance with departmental seniority, provided, however, that nothing herein shall prevent the Chief of Police, in his absolute discretion, from granting vacations in excess of the limitations provided for herein to patrol officers scheduled to work on the same shift. Solely for the purpose of this Section, the number of patrol officers scheduled to work on a shift during a requested vacation period shall be deemed to be the number of patrol officers scheduled to work on said shift as shown on the bid shift schedule, reduced only by the number of patrol officers on said shift who have been granted a vacation during the requested vacation period.

- 15.4 When a choice of vacation dates has been selected, it shall be approved by the Chief, or his designee, as soon as practical, and said choice shall not be abrogated, altered or modified except in cases of emergency, as determined by the Town, or in the event the employee becomes ill or suffers injury prior to his selected vacation dates. The employee seeking to abrogate, alter or modify his selected vacation dates, as aforesaid, shall notify the Chief of his intention at least forty-eight (48) hours in advance, unless the forty-eight (48) hours is waived by the Chief in the event of an emergency. In the event an employee has reservations which are nonrefundable, and demonstrated, in writing, to the Chief as a non refundable reservation, and demonstrated to the satisfaction of the Chief, said employee shall not have the vacation cancelled.
- 15.5 Vacations between June 1st and September 15th shall be limited to two (2) weeks in duration. During the aforementioned June 1st to September 15th period, no vacation leave shall be allotted of less than a full week unless approved by the Chief. An employee may take additional vacation periods to which he may be entitled, either before or after said dates. Those employees entitled to a vacation in excess of two (2) weeks in anyone calendar year must take at least two (2) weeks of their vacation as full vacation weeks and may, if they so elect, take the remainder of their allotted vacation leave in periods of five (5) days or less provided the Chief approves of the date or dates selected.
- (a) "Full vacation week" for purposes of this section shall include, but not be limited to, five consecutive work days split up by regularly-scheduled days off.
- 15.6 When a holiday occurs during an employee's vacation period, the employee shall be paid an additional day's pay at his regular rate of pay in addition to his vacation pay.
- 15.7 Full week vacation requests have priority over less than full week vacation requests regardless of seniority providing the request is submitted in writing.
- 15.8 In the event of death of an employee, prior to taking his or her vacation, in any calendar year, the Town shall pay to his or her estate the vacation pay he or she would have received for such year, had the employee lived.
- 15.9 Half-day (1/2) vacation requests, which will be used in four (4) hour increments, shall not be requested until after the ten (10) day window period expires and, at that time, the half-day (1/2) will be granted, if staffing allows, on a first-come first-served basis. Half-day (1/2) vacation requests are to be submitted no later than twenty-four (24) hours prior to the vacation. Under emergency circumstances, the Chief of Police or his designee may waive this requirement. Article 15.3, Subsection B(1) does not apply to half-day vacation requests.

ARTICLE 16 - CLOTHING AND EQUIPMENT

- 16.1 The Town shall pay to all employees covered by this Agreement an annual clothing allowance of \$1,050 (one thousand fifty dollars). Said amount shall be paid in equal installments on the first pay day in October and the first pay day in April, annually.
- 16.2 Whenever an employee suffers any loss or damage to his uniform, personal property or clothing in the performance of his duty, the Town shall replace, reimburse or repair said loss or damage to the extent that the same is reasonable in amount; and not otherwise covered by insurance provided it has been approved by the Chief.

ARTICLE 17 - INSURANCE

- 17.1 Effective July 1, 2017, the Town shall provide a 1,500/3,000 HDHP which covers the employee, his/her immediate family and other enrolled dependents. Attached as Appendix A is the summary plan description of the 1,500/3,000 HDHP offered by the Town. Prior to July 1, 2017, the Town will offer the current two (2) health insurance plans (BlueCare and HDHP). The premium share for BlueCare will remain at ten percent (10%).

1,500/3,000 HDHP: Effective upon ratification and approval of this Agreement which expires on June 30, 2019, employees shall pay seven percent (7%) of the insurance premiums through payroll deductions. Effective July 1, 2018, employees shall pay eight percent (8%) of the insurance premiums through payroll deductions.

Effective July 1, 2017, the Town will contribute, in a lump sum within the first ten (10) days of the fiscal year, sixty percent (60%) of the applicable deductible into a HSA. Effective July 1, 2018, the Town shall contribute, annually in a lump sum within the first ten (10) days of the fiscal year fifty percent (50%) of the applicable deductible into their HSA. Employees hired after June 30, 2017, will receive a prorated contribution to their HSA based upon the month of the fiscal year that they begin working for the Town. Employees who enroll in the HSA Plan must remain in the Plan for the entire fiscal year.

The Town will also provide its full-time employees and their dependents with a vision rider and a dental plan (co-pay 80/20).

Any employee may elect to opt out of participation in either of the plans specified above, and shall receive payment in the lump sum of \$3,500 (three thousand five hundred dollars) said amount to be prorated if the employee has participated in the plan for a portion of the year. Any employee who chooses to opt out must provide proof of other insurance to the Town before the Town is permitted and required to make any payment to the employee. After receiving this lump sum payment, the employee will be ineligible for health benefits provided by the Town until the next open enrollment period, unless the Town is otherwise permitted or required by law to add the employee to the health benefits.

- (a) Term Life Insurance for current employees in the amount of \$25,000. With a double indemnity rider providing coverage of \$50,000 in the event of accidental death as defined in the policy; and, for retired members of the Department, life insurance in the amount of \$1,000.
 - (b) The Town may change the insurance carrier provided the benefits and service are equivalent to the current benefits and service. Any dispute regarding equivalency shall be resolved through the grievance procedure.
 - (c) The Town shall provide for each retiree qualified for and drawing normal vested or disability retirement benefits, and spouse, the health insurance provided to the active union members until the employee reaches the age of sixty-five (65). Employees who are covered by a defined contribution plan become qualified to receive health insurance in accordance with this Section when they satisfy the requirements for normal retirement set forth in the Defined Benefit Pension Plan or they are drawing disability retirement benefits.
 - (d) A "package" of riders currently available to Police Officers will be made available to the retiree at the retiree's expense until the employee reaches the age of sixty-five (65).
 - (e) Retirees and spouses who reach the age of sixty-five (65) shall be transferred to and provided with supplemental Medicare insurance that is equivalent in services and benefits to Plan F.
 - (f) Should the retiree pre-decease the spouse, the Town shall allow the survivor to carry forward at the survivor's expense those insurance benefits named in Article 17.1.
 - (g) The term "immediate family," as used herein, shall mean an employee's spouse and minor children; the term "enrolled dependents," as used herein shall mean those other dependents of the employee who qualify for dependent coverage under the terms of the applicable plan.
- 17.2 During the term of this contract, the Town will maintain, as part of its general liability insurance coverage, coverage to the extent of its present Personal Injury Liability Endorsement.

ARTICLE 18 - STRIKES AND LOCK OUTS

- 18.1 The Town agrees that it will not lock out the employees covered by this Agreement during the term of this Agreement.

- 18.2 The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, work stoppages, mass absenteeism, mass illness or other similar forms of interference with the operation of the department.
- 18.3 Any or all employees participating in such strike or other prohibited activity, as described in the preceding section, shall be subject to disciplinary action by the Town provided such employee is given written notice of the charges against him and a hearing before the Board of Police Commissioners on said charges, at which time said employee shall have the right to be represented by counsel of his choice.

ARTICLE 19 - GRIEVANCES

- 19.1 A grievance shall be defined to mean a dispute between an employee and/or the Union and the Town over the application or interpretation of a specific section of this Agreement, or the discharge, suspension or demotion of an employee, or any act or condition involving hours of work, wages, or working conditions, concerning which an employee and/or the Union feel aggrieved.
- 19.2 Any employee who feels aggrieved shall, within ten (10) working days after the occurrence giving rise to the grievance, submit said grievance in writing to the Chief of Police, setting forth the specific section of the Agreement involved, and the relief requested, as well as the facts giving rise to said grievance. As used herein, the term "working days" shall be deemed to mean the actual working days of the aggrieved employee, commencing with his or her first actual work day after the occurrence giving rise to the grievance.

The Chief shall answer the grievance, in writing, within ten (10) days after receipt of said grievance, setting forth his decision.

- 19.3 If the Chief's decision in relation to Article 3.3 is unsatisfactory to the employee, the employee may, within ten (10) days after receipt of his decision, submit the grievance in writing to the Connecticut State Board of Mediation and Arbitration within 20 days after the decision by the Chief. If the Chief's decision in relation to Article 3.4 is unsatisfactory to the employee, the employee may, within ten (10) days after receipt of his decision, submit the grievance in writing to the Board of Police Commissioners. The Commission shall schedule the grievance for a hearing before it at its next regular meeting after the date of receipt of the grievance. The employee shall have the opportunity to be heard at said meeting, to be represented by counsel chosen by the Union, if he so desires, and he shall have the right to the presence of representatives of the Union if he so desires. The Commission shall render its decision on said grievance in writing within ten (10) days from the date of said meeting. If the employee chooses to retain counsel to represent him or her, the Town is in no way responsible or liable for any costs, including legal fees, for such representation.
- 19.4 [There is no language under this Section 19.4]

- 19.5 If the grievance is not satisfactorily disposed of by either the Chief or Commission, whichever occurred last, either party may submit it to the Connecticut State Board of Mediation and Arbitration within ten (10) working days after the receipt of the decision.
- 19.6 The parties agree that the decision of the Board of Arbitration shall be final and binding, provided it is not contrary to law. The fees or expenses of arbitration shall be borne equally between the parties hereto, though each party is responsible for any costs associated with legal representation at any stage of these proceedings. The arbitrators shall be bound by and must comply with all of the terms of this Agreement, and shall have no power or authority to add to, subtract from, or in any way modify the provisions of this Agreement. The arbitrator designated shall hear and decide only one grievance at a time.
- 19.7 Any time limits specified within this Article, with the exception of the time specified for the initial filing of the grievance, may be extended by the written mutual agreement of the parties hereto.
- 19.8 If a grievance is not submitted to the next higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the preceding step.
- 19.9 All hearings referred to above shall be conducted in accordance with the Connecticut Freedom of Information Act.
- 19.10 A stenographer may be present at any hearing referred to above at the request of either party to this Agreement, and the expense thereof shall be borne by the party requesting the stenographic services. However, if the non-requesting party requests a copy of the transcript, then the expense thereof shall be shared equally between the Union and the Town.
- 19.11 The parties agree that all grievances may be processed in the name of the individual employee or employees and/or the Union.

ARTICLE 20 - COMPENSATION

- 20.1 The following wage rates for all employees shall remain in effect for the periods designated. The wage schedules are attached as Appendix B.
- (a) For employees on the payroll as of the ratification and approval of this Agreement, effective and retroactive to July 1, 2015, the wage rates in effect on June 30, 2015, shall be increased across the board in all classifications by 2.5%.
 - (b) For employees on the payroll as of the ratification and approval of this Agreement, effective and retroactive, to July 1, 2016, the wage rates in effect on June 30, 2016, shall be increased in all classifications by 2.5%.

- (c) Effective July 1, 2017, the wage rates in effect on June 30, 2017, shall be increased across the board in all classifications by 2.5%.
- (d) Effective July 1, 2018, the wage rates in effect on June 30, 2018, shall be increased across the board in all classifications by 2.5%.

Employees will be paid by direct deposit.

- 20.2 In addition to the above annual wage rates, additional annual payments shall be made to employees in accordance with the following schedule:

- (a) Employees with over five (5) years' service and below ten (10) years' service — \$275;
- (b) Employees with service of ten (10) years and below fifteen (15) years' service — \$375;
- (c) Employees with service over fifteen (15) years — \$475.

The above sums shall be paid on the first pay day in November of each calendar year.

- 20.3 All employees receiving the Detective Division wage differential of \$1,100 per year on July 17, 1991, shall retain this wage differential as long as they are assigned to the Detective Division. All employees assigned to the Detective Division/Investigative Services Division on or after July 18, 1991, shall not be paid a wage differential.
- 20.4 All employees who had been assigned to the Detective Division for a period of three (3) years or more, prior to July 18, 1991, shall be deemed to be permanently assigned and shall not be removed except for just cause. This Section shall not apply to any employees assigned to the Detective Division/Investigative Services Division on or after July 18, 1991. Nothing in this Section shall be construed to prevent the transfer and/or removal of any individual referred to above in the event of promotion or disciplinary reasons.
- 20.5 Effective on the first day of the first payroll period commencing after receipt by the Town of the Binding Arbitration Award issued in Case No. 9697-MBA-10, Roll Call, if conducted, shall be during the course of the employee's regular shift and shall involve no extra compensation beyond the employee's applicable hourly rate for the shift in question.
- 20.6 Effective upon the execution of this Agreement that expires on June 30, 2019, all employees who work during the hours defined as Shift 1 and Shift 3 in Sections 5.2 and 5.3 shall be paid fifty cents (\$.50) per hour for each hour or part thereof worked during Shift 1 and Shift 3.
- 20.7 Each union member shall receive an annual stipend of \$450 (four hundred fifty dollars) payable in the first pay period in January of each fiscal year. Said stipend shall be known

as the "Professional Development Stipend" and is intended to be utilized for purposes of officers pursuing their professional education in the field of police work.

ARTICLE 21 - INCENTIVE

- 21.1 Each employee who holds an Associate of Science Degree in Police Science or a related subject from an accredited college shall be entitled to a one-time reimbursement allowance of \$250, payable within ninety (90) days after submission of satisfactory evidence of the receipt of the degree. This Section 21.1 shall not apply to employees compensated by the Town for such degrees under the terms of prior contracts between the Town and the Union.
- 21.2 Each employee who holds a Bachelor of Science Degree in Police Science or a related subject from an accredited college shall be entitled to a one-time reimbursement allowance of \$500, payable within ninety (90) days after submission of satisfactory evidence of the receipt of the degree. This Section 21.2 shall not apply to employees compensated for such degrees under the terms of prior contracts between the Town and the Union.
- 21.3 Each employee who holds a Bachelor of Science Degree in Police Science or a related subject from an accredited college shall receive an annual pay supplement of \$600 beginning with the calendar year following the calendar year of the one-time payment referred to in Section 21.2 above; or, if the qualified employee has received said one-time payment pursuant to the terms of a prior contract between the Town and the Union, beginning with the calendar year 1974. Such payments shall be paid to the qualified employee with the first pay check in December of the applicable year.
- 21.4 Effective on July 1, 2000 the Town shall budget \$5,000.00 for the purpose of reimbursing uniformed employees for up to fifty (50%) percent of tuition, books and laboratory fees, paid at an accredited institution, upon receipt of evidence of the student having obtained a grade of "C" or better on job related courses leading to a degree.
- 21.5 Employees on the payroll as of approval of this Agreement that expires on June 30, 2019, who are certified as Emergency Medical Technicians (EMT) in accordance with applicable statutes shall continue to receive an annual payment of \$400 commencing on the first payroll date in August, and annually thereafter. No other employee certified as an EMT will thereafter will receive an annual stipend.

ARTICLE 22 - PROMOTIONS

- 22.1 All promotions within the department through the rank of Lieutenant shall be made only after a competitive examination has been administered to eligible candidates by the testing agency mutually agreeable to the parties. If, after recommending to the Union a choice of testing agency in writing, no objection is raised by the Union within ten (10) days following said recommendation, the Town will implement its recommendation. The

Chief shall give written notice to all employees ninety (90) days in advance of the date on which the Town intends to examine candidates for promotion.

- 22.2 A promotional list for positions through Lieutenant shall be compiled after the results of said examination have been published, and the Chief shall make said list available for inspection to all members of the department. Said list shall contain the names of those examined, ranked according to the score achieved in said examination. The examination for Captains shall be completely oral.
- 22.3
- (a) The candidates selected for promotion shall be within the first three (3) candidates on the promotional list.
 - (b) If there is more than one (1) vacancy, the list shall be recompiled by the addition of the next ranking candidate on the promotion list, and so on for each successive vacancy until all positions are filled.
- 22.4 Separate promotional examinations shall be administered and separate promotional lists shall be compiled for each rank within the department.
- 22.5 No employee shall be eligible to take the examination for Sergeant unless he has, at the time of application for said examination, at least five (5) years of service in the rank of patrolman in the North Haven Police Department.
- 22.6 No employee shall be eligible to take the examination for Lieutenant unless he holds the rank of Sergeant in the department and has had at least seven (7) years of service with the department at the time of his application for the examination.
- 22.7 All promotions within the department to the rank of Captain shall be made only after a competitive oral examination has been administered to eligible candidates by a panel mutually agreeable to the parties. If, after recommending to the Union a choice of testing agency in writing, no objection is raised by the Union within ten (10) days following said recommendation, the Town will implement its recommendation. The Chief shall give written notice to all employees ninety (90) days in advance of the date on which the Town intends to examine candidates for promotion.
- (a) No employee shall be eligible to take the oral examination for Captain unless he holds the rank of Lieutenant in the Department at the time of his application for the examination.
 - (b) All sections of Article 22, Promotions, shall apply to Captains, except 22.1, 22.5, 22.6, & 22.9.
- 22.8 Whenever, for any reason, a vacancy occurs, a promotion from the promotional list shall be made to fill said vacancy within forty-five (45) days of the date that the vacancy was created if the Town deems it necessary to fill said vacancy.

- 22.9 All promotional examinations shall be composed of two phases; written test and oral test. The written phase of the examination shall be counted 60% toward the final score; the oral phase of the examination shall be counted 40% toward the final score.
- 22.10 Once each year in the month of February, all employees shall be rated as to efficiency by the commanding officer under whom they last served for a minimum of ninety (90) days. All employees shall be rated on a uniform rating sheet. Each trait shall be rated from one to three; Below Average, Average or Above Average. All traits must be scored by the rater. The efficiency rating referred to herein shall be considered by the Board of Police Commissioners and the Chief in assigning a service rating to employees in accordance with Section 22.12.
- 22.11 The Board of Police Commissioners shall cause a service rating sheet to be prepared and compiled, and shall place said service rating sheet in the file of every employee. Said service rating sheet shall consist of the traits and standards upon which said Board shall render and base its service rating.
- 22.12 Every employee shall have the right to review his service rating and the service rating sheet upon which it is based. Upon request, each employee shall have the right to a hearing before the Chief and one (1) Police Commissioner for a complete explanation of the service rating assigned to him. Said hearing before the Chief and the Commissioner shall be held within ten (10) days after request therefore is made by the employee. In the event that the explanation of said service rating is not satisfactory to the employee, he shall be entitled to a hearing before the Board of Commissioners at its next regularly scheduled meeting.
- 22.13 The service ratings referred to herein shall be made at least once a year by the Board of Police Commissioners and the Chief of Police, all of whom will have an equal vote insofar as assigning a service rating to any employee is concerned.
- 22.14 No education or special training will be required in order to take the examination of promotion to any rank through the rank of Captain.
- 22.15 The examination results shall not be published in a newspaper.
- 22.16 Promotional lists shall be effective for two (2) years from the date of their publication after which they shall expire. No promotions shall be made from an expired promotional list.
- 22.17 If any employee feels aggrieved over the application or interpretation of this Article, he shall have resort to the Grievance Procedure as set forth in this Agreement provided, however, there shall be no resort to said grievance procedure or further appeal from those matters specified in Section 22.11, or the service rating assigned to said employee by the Board of Police Commissioners.

- 22.18 As used therein, the term "promotion" shall be defined to mean a transfer to a higher rank" up to and including the rank of Captain, or to a newly created position within the bargaining unit.

ARTICLE 23 - MISCELLANEOUS

- 23.1 Insofar as any rule in the police manual conflicts with the Agreement, said rule is superseded and rendered void, and the applicable provisions of this Agreement shall govern.
- 23.2 The Town agrees to continue all benefits of whatever nature presently enjoyed by the employees and not covered by the terms of this Agreement.
- 23.3 The Town shall deduct monthly, from the wages paid to each employee covered by this Agreement, Union dues in an amount determined by the Union provided such employee furnished written authorization to the Town to make said deduction from his wages. The sums so collected by the Town shall be paid over to the Union forthwith.
- 23.3a All members of the bargaining unit shall, as a condition of continued employment, pay to the Union a monthly service fee in such amount as the Union from time to time determines and communicates in writing to the Town.
- 23.3b The Town agrees to withhold the amount of said monthly service fee from the wages of those employees who so authorize the Town in writing.
- 23.3c The Town agrees to remit the service fees withheld on a monthly basis as directed by the Union.
- 23.3d The Union agrees to indemnify and hold the Town harmless from and against any claims by employees with respect to Town actions properly taken in compliance with this Article.
- 23.4 Patrol officers shall be permitted to remove their hats while operating patrol cars except while on escort duty.
- 23.5 All patrol cars, including the supervisory car, shall be provided with a portable hand radio for use by employees.
- 23.6 Every employee shall have the right to inspect his personnel file in the presence of the Chief or his designee.
- 23.7 All complaints and notations made against an employee, in which formal action is not instituted by the Board of Police Commissioners or the Chief within thirty (30) days, shall be removed from the personnel file and destroyed as prescribed and limited by applicable state law in the employee's presence.

- 23.8 All payroll checks shall be distributed in sealed envelopes. Said checks shall identify to the extent possible the amount and source of each item of income, as well as the amount and purpose of deductions.
- 23.9 The Town shall pay to each off duty officer, who, as a result of issuance of a subpoena, is required to attend any criminal, civil, motor vehicle, or any other official proceeding, a minimum of four (4) hours pay at the rate of time and one half (1 1/2) that officer's regular rate of pay. Total monies received from the authority issuing the subpoena and the Town shall not exceed eight (8) hours' pay for each day.
- 23.10 The Town will continue to provide an Employee Assistance Program.

ARTICLE 24 - PENSION

- 24.1 The parties agree that the Pension Plan in effect is the amended and restated plan which is effective January 1, 1991, copies of which will be available to all participants.
- 24.2 Effective on October 26, 1998, the pension plan in effect for members of this bargaining unit was amended to include the modifications as enumerated in "Appendix C".
- 24.3 Regular full-time employees hired after the ratification and approval of this Agreement which expires on June 30, 2015 will not be eligible for or be considered a Participant in the Police Pension Fund unless they become disabled in accordance with the Police Pension Agreement. The Town will set-up a defined contribution plan for these employees and will match employee contributions by two (2) percent for every percent of the employee's base salary contributed by the employee up to ten (10) percent of the employee's base salary for relevant fiscal year. However, the Town agrees to make a minimum contribution to the employee's defined contribution plan of five (5) percent of the employee's base salary for the relevant fiscal year. If an employee's employment is terminated for other than just cause during the fiscal year, the employee shall receive a pro rata Town contribution based upon the number of full months of employment the employee completes during the fiscal year, subject to the vesting requirements set forth below.

The defined contribution plan will have the following vesting schedule:

- After one (1) year of employment – 20%
- After two (2) years of employment – 40%
- After three (3) years of employment – 60%
- After four (4) years of employment – 80%
- After five (5) years of employment – 100%

Employees will have the right to self-direct their contributions to the defined contribution plan from among the investment fund options offered by the plan selected by the Town.

Employees who become disabled, as defined by the Town's Police Pension Plan, will become Participants in, and paid in accordance with, the Plan. However, disability payments from the Town will be reduced by the amount of contributions made by the Town into the employee defined contribution account prior to the date the employee became disabled in accordance with the Town's Police Pension Plan.

For example, an officer becomes disabled in accordance with the definition of "disability" set forth in the Town's Police Pension Plan ("police pension plan" or the "defined benefit plan"). At the time the officer has been determined to be disabled, (s)he is earning a base annual salary of \$64,000 and the Town has, by that point in time, contributed \$50,000 (including investment earnings and/or losses, if any) to his/her defined contribution plan for which (s)he is 80% vested. The officer is entitled to receive \$32,000 per year or \$2,666.66 per month in accordance with the police pension plan.

The officer will not receive the \$32,000 or \$2,666.66 monthly disability payment until the \$40,000, including investment earnings and/or losses, if any, (\$50,000 times .80 equals \$40,000), contributed by the Town would have been exhausted if used by the employee. In this example, the employee would begin to receive monthly disability payments from the defined benefit plan in the sixteenth (16th) month following the determination that (s)he is disabled; \$40,000 divided by \$2,666.66 equals 15 months.

ARTICLE 25 – PERSONAL LEAVE WITH SUBSTITUTION

- 25.1 All employees shall be granted personal leave with pay for any day on which the employee is able to secure another employee of equal rank to work in his place, provided:
1. Such substitution does not impose any additional cost upon the Town.
 2. Except in an emergency situation, the employee who seeks such leave notifies his shift commander at least 24 hours prior to the commencement of the shift for which such leave is to be taken.
 3. The shift commander approves of said leave.
- 25.2 Any employee who desires personal leave under the provisions of this Article shall, within the time limit specified in Section 25.1(2) hereof, submit to his shift commander on a standard form, in duplicate, a request for personal leave with substitution, noting thereon the date and shift during which he desires such leave, and the name of the employee who will work in his place. One (1) copy of said request shall be retained by the shift commander for proper recording on the daily activity sheet, and another copy shall be forwarded by him to the respective Captain.

- 25.3 In the event that a shift supervisor desires personal leave with substitution, any advance notification required by Section 25.1(2) shall be made to the Captain.
- 25.4 In the event of an emergency situation, the notification procedures contained in Section 25.1(2) and Section 25.3 shall be dispensed with, and the employee in need of personal leave with substitution due to an emergency shall be entitled to such leave if he notifies his shift supervisor, orally, as soon as possible prior to the start of his shift, that such leave is required on an emergency basis and identifies the employee who shall replace him; provided, however, that said employee, no later than his return to work on his next scheduled tour of duty, shall complete and submit the form referred to in Section 25.2 hereof.
- 25.5 No employee shall be required to furnish or justify the reason for the requested personal leave with substitution.
- 25.6 No employee who has been granted personal leave with substitution shall be required by the Town or its agents to work as a substitute for his replacement; provided, however, that nothing shall prevent or prohibit employees from arranging and implementing reciprocal substitutions in accordance with the provisions of this Article.
- 25.7 Employees shall be entitled to personal leave with substitution fifteen (15) times per calendar year. It is understood that all entitlements shall be charged to the requesting officer and not the officer who replaces him/her. The requesting officer will not be charged for the personal leave with substitution when it is for purposes of continuing education or for hardship; and, that the Chief or his designee may in his sole discretion, grant additional days upon request.
- 25.8 In the event that an employee works as replacement under the provisions of this Article on a Holiday, and such replacement employee was scheduled to be off on said Holiday, he shall receive the premium compensation provided for in Section 14.3 hereof, and the employee granted personal leave shall be deemed to have not worked on said Holiday for the purpose of said Section.
- 25.9 Solely for the purpose of Article 13, Section 13.2, the day on which an employee has been granted personal leave with substitution shall be deemed to be a working day for such employee, and the substitute employee shall be deemed to be off duty on said day for purpose of said Section.

ARTICLE 26 - DEFERRED INCOME PLAN

- 26.1 In keeping with the provisions of Section 457 of the Internal Revenue Code of 1986, the Town of North Haven has established a Deferred Income Plan for Town Employees.
- 26.2 Police officers may participate in this Plan to the extent of this Agreement and the provisions of the IRS Code by executing the appropriate forms at the Finance Office.

- 26.3 Effective upon execution of this Agreement that expires on June 30, 2019, the Town will contribute \$90.00 per pay period to a deferred income plan for each participant who deducts a minimum of \$90.00 each pay period through payroll deduction. Effective July 1, 2017, the Town will contribute \$95.00 per pay period to a deferred income plan for each participant who deducts a minimum of \$95.00 each pay period through payroll deduction. Effective July 1, 2018, the Town will contribute \$100.00 per pay period to a deferred income plan for each participant who deducts a minimum of \$100.00 each pay period through payroll deduction.
- 26.4 It is understood that for the purpose of this Article, deductions, and matching payments, shall be limited to no more than 24 pay periods in any fiscal year.

ARTICLE 27 - DURATION AND RENEWAL

- 27.1 This Agreement and all the rights and benefits contained herein shall be effective upon signing by both parties, except as expressly provided herein to the contrary, and shall continue in full force and effect until midnight of the thirtieth (30th) day of June 2019.

The Union agrees to waive any and all claims regarding the Department's organization restructuring in 2012.

The Union agrees to waive negotiations regarding backup dispatching duties being removed from the bargaining unit if the Town decides to have another Town or non-bargaining unit employees perform dispatching functions.

- 27.2 No individual in the Union or employee of the Town may enter into any separate agreement or understanding that is or will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Town and the Union.
- 27.3 This Agreement may be altered or modified only by the mutual written agreement of the parties hereto.

ARTICLE 28 - LEGAL ADVICE

- 28.1 The parties to this Agreement have had a sufficient opportunity to seek their own independent legal advice from counsel of their own choosing and at their exclusive cost. The parties to this Agreement agree that they are not relying on any representation of any representative of the other party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement and a duplicate original of like tenor to be executed by their respective representatives on this the 24th of April, 2017.

FOR THE TOWN:

Muhammad Ghala

FOR THE UNION:

[Signature] UNION President

*Approved by the Board of Selectmen
January 9, 2017* *[Signature]*

10

APPENDIX A



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

\$3,400 individual coverage
\$6,750 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$1,500 individual coverage
\$3,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 3,000 individual coverage
\$ 6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion

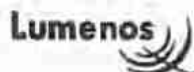
You can earn:

Up to \$200
Up to \$150
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

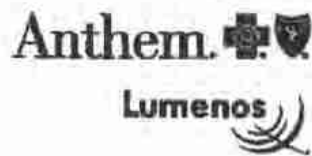
- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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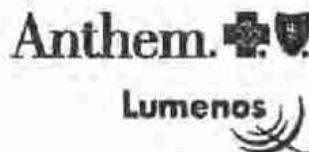


Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

* Registered marks of the Blue Cross and Blue Shield Association. * LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

GHS4579 w GC NGF (Eff. 07/17)

APPENDIX B

APPENDIX B
WAGE SCHEDULE
JULY 1, 2015 TO JUNE 30, 2016
(2.5%)

| | <u>Straight Time</u> | <u>Time & Half (Overtime)</u> | <u>Annual</u> |
|--------------|----------------------|-----------------------------------|---------------|
| CAPTAIN | 46.44 | 69.66 | 96,595.00 |
| LIEUTENANT | 41.53 | 62.30 | 86,382.00 |
| SERGEANT | 37.84 | 56.76 | 78,707.00 |
| PATROLMAN A | 34.20 | 51.30 | 71,136.00 |
| PATROLMAN B* | 31.92 | 47.88 | 66,394.00 |
| PATROLMAN C | 31.38 | 47.07 | 65,270.00 |
| PATROLMAN D | 28.83 | 43.25 | 59,966.00 |

WAGE SCHEDULE
JULY 1, 2016 TO JUNE 30, 2017
(2.5%)

| | <u>Straight Time</u> | <u>Time & Half (Overtime)</u> | <u>Annual</u> |
|--------------|----------------------|-----------------------------------|---------------|
| CAPTAIN | 47.60 | 71.40 | 99,008.00 |
| LIEUTENANT | 42.57 | 63.86 | 88,546.00 |
| SERGEANT | 38.79 | 58.19 | 80,683.00 |
| PATROLMAN A | 35.06 | 52.59 | 72,925.00 |
| PATROLMAN B* | 32.72 | 49.08 | 68,058.00 |
| PATROLMAN C | 32.16 | 48.24 | 66,893.00 |
| PATROLMAN D | 29.55 | 44.33 | 61,464.00 |

WAGE SCHEDULE
JULY 1, 2017 TO JUNE 30, 2018
(2.5%)

| | <u>Straight Time</u> | <u>Time & Half (Overtime)</u> | <u>Annual</u> |
|--------------|----------------------|-----------------------------------|---------------|
| CAPTAIN | 48.79 | 73.19 | 101,483.00 |
| LIEUTENANT | 43.63 | 65.45 | 90,750.00 |
| SERGEANT | 39.76 | 59.64 | 82,701.00 |
| PATROLMAN A | 35.94 | 53.91 | 74,755.00 |
| PATROLMAN B* | 33.54 | 50.31 | 69,763.00 |
| PATROLMAN C | 32.96 | 49.44 | 68,557.00 |
| PATROLMAN D | 30.29 | 45.44 | 63,003.00 |

WAGE SCHEDULE
JULY 1, 2018 TO JUNE 30, 2019
(2.50%)

| | <u>Straight Time</u> | <u>Time & Half (Overtime)</u> | <u>Annual</u> |
|--------------|----------------------|-----------------------------------|---------------|
| CAPTAIN | 50.01 | 75.02 | 104,021.00 |
| LIEUTENANT | 44.72 | 67.08 | 93,018.00 |
| SERGEANT | 40.75 | 61.13 | 84,760.00 |
| PATROLMAN A | 36.84 | 55.25 | 76,827.00 |
| PATROLMAN B* | 34.38 | 51.57 | 71,510.00 |
| PATROLMAN C | 33.78 | 50.67 | 70,262.00 |
| PATROLMAN D | 31.05 | 46.58 | 64,584.00 |

*All newly hired employees shall be designated as Grade D Patrolman.
Upon completion of twelve (12) months of service, said employees shall advance to Grade C Patrolman.
Upon completion of twelve (12) months as Grade C Patrolman, said employee shall advance to Grade B Patrolman.
Upon completion of twelve (12) months as Grade B Patrolman, said employee shall advance to Grade A Patrolman.
It is agreed that Grade D or Grade C Patrolman on probation are not within the bargaining unit covered by this contract.

APPENDIX C

PENSION PLAN MODIFICATIONS

- 1.1 Effective October 26, 1998, change the maximum pension benefit level throughout the pension plan as necessary from seventy percent (70%) to seventy-five percent (75%).
 2. Effective October 26, 1998, modify the pension plan as necessary to provide the same level of benefit for non-service related death or disability benefit as a service related death or disability benefit.
 3. Effective July 1, 2001, Section 1, item 8 is amended to read 2.5% where 2% is now indicated. The Body of the Plan shall be further amended to include this modification wherever necessary.