



WORKING AGREEMENT
BETWEEN
THE TOWN OF NEWINGTON
AND
LOCAL 443
INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS

JULY 1, 2017 - JUNE 30, 2021

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WORKING AGREEMENT
BETWEEN
THE TOWN OF NEWINGTON
AND
LOCAL 443
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

This Agreement entered into by the Town of Newington, hereinafter referred to as the Town, and Local 443 International Brotherhood of Police Officers, a Division of the National Association of Government Employees, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I. RECOGNITION

- 1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for all regular uniformed and investigatory employees of the Police Department with Authority to exercise Police powers and the positions of Public Safety Dispatcher up to and including the rank of Captain but excluding supernumeraries, school crossing guards and traffic maintenance personnel.

ARTICLE II. UNION SECURITY

- 2.0 All present employees within the bargaining unit who are members of the Union as of the effective date of this Agreement and all future members of the Department, shall, as a condition of employment, remain and/or become members of the Union in good standing.

ARTICLE III. MANAGEMENT RIGHTS

- 3.0 It is recognized that the Town, through its Chief Executive and Chief of Police will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities are inherent in the Chief Executive and the Chief of Police by virtue of statutory and charter provisions, consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

ARTICLE IV. DUES CHECK OFF

- 4.0 The Town agrees to deduct Union membership initiation fees, assessments and, twice each month, dues from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.

- 4.1 These deductions will be made on the same paydays of each month as specified by the Town and agreed to by the Union.
- 4.2 In the event an employee receives no pay on the payday on which Union dues are to be deducted, no deduction shall be made for that month.
- 4.3 When a member's dues are not deducted by reason of the conditions described in 4.2 of this Article or by reason of an extended absence from the Department, during which time he/she is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his/her dues.

ARTICLE V. WAGES

- 5.0 The wage schedule shall be as shown in Appendix "A" unless changed through consent of the parties as a result of negotiations held in accordance with Section 27.0. Each employee shall advance to the next higher step on the anniversary date of his/her employment.

1.00 GWI effective and retroactive to July 1, 2017 (with steps) and 1.00
GWI effective and retroactive to January 1, 2018
2.25 GWI effective July 1, 2018 (with steps)
1.25 GWI effective July 1, 2019 (with steps) and 1.25% GWI effective January 1,
2020
2.50 GWI effective July 1, 2020 (with steps)

- 5.1 Whenever any employee works in a higher classification than his/her regular classification for a period of not less than sixty (60) days, such employee shall receive the next higher step in the salary plan for the higher classification in which he/she serves in this acting capacity.
- 5.2 Employees regularly scheduled to work a minimum of forty (40) hours per week shall, in addition to their regular pay, receive the following longevity payments:

<u>For Employees Appointed September 30, 1981 or Before</u>	<u>For Employees Appointed After September 30, 1981</u>
\$100 after 5 years	\$100 after 10 years
\$200 after 6 years	\$200 after 11 years
\$300 after 7 years	\$300 after 12 years
\$400 after 8 years	\$400 after 13 years
\$500 after 9 years	\$500 after 14 years
\$600 after 10 years	\$600 after 15 years
\$700 after 11 years	\$700 after 16 years
\$800 after 12 years	\$800 after 17 years
\$900 after 13 years	\$900 after 18 years
\$1,000 after 14 or more years	\$1,000 after 19 or more years

This longevity will be paid in two equal payments; one on the first payday in June and the other on the first payday in December.

For new hires that become members of the Newington Police Department after September 19, 1994, longevity payments shall be eliminated.

- 5.3 When a member of the Department is promoted from one rank to another his/her pay shall be at the next step above his/her pay before promotion or at the minimum step for the new grade, whichever is higher.

- 5.4 An employee who successfully completes and obtains credit from a college or university for higher education shall be eligible for Education Incentive Pay, provided the program of study and/or the courses for which such employee claims credit are approved by the Chief of Police as providing knowledge applicable to police work. Education incentive pay shall be based on the following schedule:

After completion of 60 approved credits - \$300 per year
After completion of 120 approved credits - \$600 per year

Any Education Incentive Pay shall be paid to all existing employees in two (2) equal, semi-annual installments during the months of March and September. For employees hired after July 1, 1987, payments will be made only for courses taken after hiring. College incentive checks will be payable in the first paycheck in March and September.

- 5.5 A) To be eligible for promotion to Master Police Officer (MPO), an employee shall have at least ten (10) years of service as a Police Officer with the Newington Police Department. To be eligible for promotion to Master Police Officer, the member shall be currently assigned to the Patrol Division at the time of selection and will have been assigned to the Patrol Division for at least one (1) year prior to promotion to Master Police Officer. There shall be a minimum of six (6) Master Police Officers in the department provided all of the criteria for such appointments are met. Master Police Officers assigned to other divisions shall not lose the rank of Master Police Officer because of any such assignment.
- B) To be eligible for promotion to Senior Public Safety Dispatcher (SPSD), an employee shall have at least ten (10) years of cumulative service as a Public Safety Dispatcher with the Newington Police Department.
- C) Promotion shall be made to such ranks by the Chief of Police based upon a fair evaluation by him with assistance from other commanding officers finding that an eligible employee's record of performance with the Newington Police Department merits such promotion. Such an evaluation shall be in accordance with a uniform system of criteria applied annually to all eligible employees.
- D) The rank of Detective (DET) will be established as of September 19, 1994. To be eligible for the promotion to Detective, members shall have at least four (4) years of service as a Police Officer with the Newington Police Department. Union members shall have the opportunity to test for the rank of Detective with a minimum of three (3) positions to be available within the Investigations Division of the department. Promotions will be based on the results of a competitive exam consisting of written and oral exams. Detectives will be paid at a rate of pay equal to the rank presently known as Master Police Officer plus 1.5% (See Appendix A). In addition, a minimum of one (1) temporary Detective position, assigned by the Chief of Police, shall be rotated every four (4) years and shall be compensated at the officer's existing rate.
- 5.6 When full time regular members of the Newington Police Department work the midnight shift as defined by Article 6.6 A), Patrol Division officers and Dispatchers who are scheduled to work and are being paid regular time and not overtime shall receive a shift differential of forty-five (45) cents per hour.

ARTICLE VI. HOURS OF WORK

- 6.0 Effective April 1, 2007 or as soon as practical thereafter, officers assigned to the patrol division, sergeants assigned to the patrol division, and dispatchers assigned to communications will work a 5/2 — 4/2. Members' assigned to the patrol division shall work five consecutive days, have two consecutive days off, work four consecutive days, and have two consecutive days off. This schedule

shall be known as the "patrol" schedule with the exception that one day shift dispatcher and one evening dispatcher will work a 40-hour workweek, Monday through Friday. Effective for the fiscal year beginning July 1, 2013, each officer assigned to Patrol schedule shall annually return three (3) of the additional eight (8) days off resulting from the switch in 2007 to the 5/2 — $\frac{4}{2}$ schedule for use at the Chief of Police's discretion, although the primary use of the three (3) days will be for training, this will vary based on the needs of the Department. However, these three (3) days will not be utilized to fill open shifts on holidays. In addition, the Chief of Police will schedule, subject to the operational needs of the Department, the three (3) days so that one (1) of the three (3) days is utilized during every four (4) months of the officer's employment.

- 6.1 It is agreed that the working hours, the work days, and the work periods shall remain constant so far as is practicable for the duration of this contract.
- 6.2 Except for emergency conditions or temporary assignments to meet certain problems, any changes in working hours and periods shall be made only after reasonable notice of not less than forty-eight (48) hours.
- 6.3 Before any changes in working hours and periods are made, due consideration shall be given to the needs of the Town, the effect upon members of the bargaining unit either individually or collectively, the requirements of private jobs, and other factors that may be relevant to the particular problem.
- 6.4 Each employee shall be allowed one-half ($\frac{1}{2}$) hour for a meal during each eight (8) hour tour of duty.
- 6.5 An employee's regular days off shall not be changed during the work period nor shall the hours be changed during the work week without the expressed approval of the employee. Bargaining unit members may exchange assigned work shifts with each other but only after receiving the expressed approval of the Chief or his/her agent and provided that the fulfillment of all exchange arrangements shall take place within the same calendar year.
- 6.6
 - A) The hours of work for Patrol Division members shall be divided into three shifts which hours are defined as follows:
 1. Day shift: 7:30 a.m. - 3:30 p.m.
8:00 a.m. - 4:00 p.m.
 2. Evening shift: 3:30 p.m. - 11:30 p.m.
4:00 p.m. - 12:00 midnight
 3. Night shift: 11:30 p.m. - 7:30 a.m.
12:00 midnight - 8:00 a.m.
 - B) Union members of the Patrol Division who have served at least one (1) complete tour of duty on the Day Shift, the Evening Shift and the Night Shift as a full time regular Newington Police Officer may bid a desired shift based on their seniority within their rank and subject to Article 24.13 Nepotism. Union members assigned to the Dispatch Division who have served at least one (1) complete tour of duty on the Day Shift, the Evening Shift and the Night Shift as a full time regular Public Safety Dispatcher may bid a desired shift based on their seniority within their rank and subject to Article 24.13 Nepotism. The Canine Officer assigned to the Patrol Division may bid a desired shift based on their seniority within their rank and subject to Article 24.13 Nepotism. For bidding purposes Police Officers and Master Police Officers will be considered the same rank as will Public Safety Dispatchers and Senior Public Safety Dispatchers.
 - C) Members may bid for their shifts every ninety-one (91) calendar days. Shift requests for the next bidding cycle shall be submitted to the Patrol Division Commander fourteen (14) days prior to the

end of the current cycle. Any members who do not submit their bid by the deadline shall be assigned by the Patrol Commander, after all other members' requests are assigned.

- D) Members who have served less than one (1) year from the completion of the Field Training Officer Program shall rotate a full schedule of rotation on day, evening and midnight shifts subject to Section 24.13 Nepotism, prior to being allowed to bid the regular patrol schedule.
 - 1. The purpose of this Agreement is to provide for a mechanism within the present system of assignment/shift bidding to allow officers with one (1) year or less of service, while still on probation, to become thoroughly familiar with the streets and areas within the Town of Newington.
 - 2. It is agreed that the officers described in Paragraph 1 will rotate in conformance with the schedule in effect at the time of said rotation.
 - 3. It is further agreed that this rotation will be under the control of the Patrol Division Commander who will assign those officers primarily in those patrol assignments presently referred to as jumpers.
- E) Members who have served the one (1) year of consecutive service as outlined in Section 6.6 B) shall be allowed to request in writing a particular assignment (district), based on their seniority, within the shift for which they are bidding.
- F) There shall be a temporary light duty assignment created on the shift that they bid for any patrol officer who due to an injury, illness, or temporary disability cannot perform the full duties of a patrol officer as determined by the Chief of Police. In the event that two or more officers on light duty are on the same shift, the Chief of Police may assign the least senior of these officers to available light duty work on any shift. Any patrol officer assigned to the temporary light duty position must be capable of performing the duties associated with the light duty position. There shall be two light-duty assignments at any one time. These positions are not to be construed as permanent light duty assignments.
- G) There shall be a rotating assignment to the Investigations Division (Rotating Detective Position) which shall commence on the same day as a patrol bidding cycle. The assignment will be for a period of 730 calendar days or 104 weeks. Prior to the conclusion of this assignment, the police officer assigned will bid for his/her patrol assignment in preparation for his/her reassignment to the Patrol Division. To be eligible for such position, a patrol officer shall have two (2) years of service with the Newington Police Department. Assignment shall be made to the Rotating Detective Position by the Chief of Police based upon a fair evaluation by him/her with assistance from other commanding officers in finding that an eligible patrol officer's record of performance with the Newington Police Department merits such assignment. After a patrol officer has served in the rotating Investigations Division assignment that patrol officer shall not be eligible for reassignment to the position until all other eligible patrol officers have had an opportunity for such an assignment. Assignment to the Rotating Detective Position does not preclude an officer from applying to any other assignment outside the Patrol Division.
- H) Patrol Division employees who are offered a temporary assignment in the Investigations Division shall have the right to accept or reject that assignment. Should an employee reject that assignment then the employee shall not be offered that assignment again until all other eligible employees have had an opportunity at that assignment.
- I) All assignments to the temporary Investigations Division assignment shall commence on the same day as a bidding cycle commences. The assignment will be for a period of one hundred eighty-two (182) calendar days or twenty-six (26) weeks. At the conclusion of this temporary assignment, the employee shall return to the Patrol Division and resume bidding for his/her shift.

- J) No more than one-half (1/2) hour shall be allowed in one location per tour of duty except if the member of the Patrol Division is on a call.

- 6.7 A) Minimum Staffing - Five (5) Patrol days, seven (7) Patrol evenings, and five (5) Patrol midnights (Thursday, Friday and Saturday only) to be implemented as follows:

October 1994	Seven (7) Patrol evenings
	Five (5) Patrol days (Saturday and Sunday only)
April 1995	Five (5) Patrol midnights (Thursday, Friday and Saturday only)
October 1995	Five (5) Patrol days

- B) For minimum staffing Monday through Friday (days) it is understood that any district may be filled from police officers on duty at that time. Any vacancy on Saturday and Sunday day shift that affects minimum staffing will be filled on an overtime basis.
- C) Seven (7) Patrol districts will be staffed seven (7) days per week on the evening shift. Seven (7) of these shifts will have the hours of 3:30 p.m. to 11:30 p.m. or 4:00 p.m. to midnight. These district assignments will be for assignments on the street and will not be used for duration of more than three (3) hours on any given shift for inside duty such as dispatching, desk officer, or other duties not directly related to patrolling districts. The seven (7) Patrol districts will be in addition to a supervisor that will be scheduled 24 hours per day, seven days per week. The supervisor shall have the rank of Sergeant or Lieutenant. The evening Patrol districts shall not be staffed by personnel assigned to other duties on the evening shift, such as crime prevention, lab technician, or Detective Division work. Districts not covered by regularly scheduled officers shall be covered by officers on an overtime basis, except that an officer may switch on a non-overtime basis with the supervisor's permission.

The midnight shift shall consist of four (4) Patrol Districts on Sunday, Monday, Tuesday, and Wednesday. Five (5) Patrol districts shall be staffed on Thursday, Friday, and Saturday. The position of supervisor shall be in addition to the above amounts for staffing purposes. A Sergeant or Lieutenant shall be assigned as supervisor. Districts not covered by regularly scheduled officers shall be covered by officers on an overtime basis, except that an officer may switch on a non-overtime basis with the supervisor's permission.

Minimum Staffing for Public Safety Dispatchers — There shall be two (2) Dispatcher's on the day shift, two (2) Dispatchers on the evening shift, and one (1) Dispatcher on the midnight shift seven days a week. On Thursday, Friday and Saturday from midnight to 4 a.m. a second dispatcher will be assigned to the communications center. Any reduction in dispatch staffing will be in accordance with Article XIII, section 13.0, paragraph B. It is understood that any vacancy can be filled by police officers certified as telecommunicators. Part time dispatchers can also be used to maintain minimum staffing only after regular full time employees certified to dispatch are offered the work first. Any additional special event or special detail that will affect and disrupt normal dispatch functions: e.g., (CIOT, DUI, TTE, and EXTRAVAGANZA) may result in the need to add an additional dispatcher.

- D) Jumpers. There will be one jumper assigned to the evening shift as determined by the Chief of Police. This jumper will be used at the discretion of the Administration to cover open slots of one work week at minimum (taking into account the 5-2, 4-2 work schedule). The Administration will give the jumper 72 hours notice of the change in work schedule. Officers must be off probation before they enter the bid system. The Administration will take into consideration any change of work week(s) as it affects the officer. An example would be working more than 6 continuous work days in a row. In this case the Administration would adjust the officer's schedule as is done currently with the training assignments.

- 6.8 A) When the Town Manager declares an additional holiday for Town Hall employees, Police Union bargaining members who are required to work shall receive equivalent compensatory time to be

taken with the permission of Chief of Police and utilized so as to not result in overtime.

- B) When the Town Manager excuses Town Hall employees from having to work due to weather related issues, power outages or other unforeseen reasons, Police Union bargaining members who are required to work shall not receive compensatory time in addition to their regular wages.

ARTICLE VII. OVERTIME

- 7.0 All overtime duty shall be paid at a rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day or forty (40) hours per week.
- 7.1 Employees who may be required to return to duty to perform overtime duties on a regular working day shall be paid for not less than four (4) hours pay at the rate of time and one-half.
- 7.2 Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.
- 7.3 Newington Police Public Safety Dispatchers, who have either retired or separated from service in good standing, will be allowed to continue working as part time dispatchers with the approval of the Chief of Police. Part time Public Safety Dispatchers will be limited to the following conditions:
 (1) Full time Public Safety Dispatchers will be given preference in the assignment of all overtime related to their duties; followed by sworn officers who are sanctioned to work as telecommunicators, and then part time dispatchers.
 (2) Hours of work will not exceed 19 hours weekly.
 (3) Rate of pay will be at the "step 5" hourly rate for Public Safety Dispatchers at straight time.
 (4) Part time Public Safety Dispatchers are responsible for adhering to all department policies and procedures, and meeting department performance standards.

ARTICLE VIII. PRIVATE OVERTIME

- 8.1 Sections 8.1 — 8.9 refer to all private overtime (excluding shift work, Patrol, Support Services, Detective, and the administrative division of the police department) to which the employee is assigned by the town, for which he/she is compensated by the town, and for which the town is compensated by a third party or themselves.
- 8.2 All private overtime assignments shall be made by the Chief or his/her agent.
- 8.3 An employee working private overtime assignment shall be paid in accordance with the following:
- A) An employee who is assigned to and reports for any private overtime shall be paid for a minimum of four (4) hours.
 - B) An employee shall be paid for private overtime at an hourly rate equal to one and one-half (1.5 times) the maximum prevailing hourly rate for Master Patrol Officer as provided by in Appendix A of this agreement.
 - C) An employee who works on Saturday at a private overtime assignment (except for Town jobs such as basketball games, dances, etc. which will be paid at 1.5 times rate) shall be paid at double (2.0 times) the maximum prevailing hourly rate for Master Patrol Officer as provided by in Appendix A of this agreement.
 - D) An employee who works on Sunday or a holiday specified in Article XIII of this agreement at a private overtime assignment shall be paid at two and one half (2.5 times) the maximum prevailing hourly rate for Master Patrol Officer as provided by in Appendix A of this agreement.

- E) An employee who commences a private overtime assignment after 1400 hours (except for Town jobs such as basketball games, dances, etc. which will be paid at 1.5 times rate) and prior to 0600 on a day other than Saturday, Sunday, or a holiday, shall be paid at a rate of double (2.0 times) the maximum prevailing hourly rate for Master Patrol Officer as provided by in Appendix A of this agreement.

8.4 Any portion of an hour worked shall be considered one (1) full hour for pay purposes.

8.5 All overtime other than Town Jobs as indicated in 8.9 below, shall be paid at Master Patrol Officer Rate as defined in Appendix A:

Hours	Paid
0-4	4
4-8	8
8-9	9
9-12	12
12-14	14
14-16	16

8.6 An employee who leaves a private overtime assignment because of illness or other legitimate reason shall be paid for the hours he/she actually served on such assignment and any employee who replaces him shall be paid for the remaining hours of such assignment.

8.7 In all private overtime assignments, regular members of the department shall be given preference, reserve officers shall not be used unless regular employees are not available.

8.8 Thanksgiving Day Football game will be compensated with 4 hours of pay for hours worked at 1.5 times the maximum Master Patrol Officer rate as provided by in Appendix A of this agreement.

8.9 Town Jobs shall be paid at Step 5 Police Officer Rate at time and one-half as defined in Appendix A:

Hours	Paid
0-4	4
4-6	6
6-8	8

ARTICLE IX. COURT TIME

9.0 An employee who is required to appear in Court for any reason related to his official duties as a member of the Newington Police Department during his/her off-duty hours shall receive from the Town one and one-half times his/her regular hourly rate of pay for each hour or portion thereof, less any fees paid by the State, provided there shall be a minimum of four (4) hours time paid for each such appearance or meeting. Should such appearance or meeting take place on a day for which such employee was scheduled for vacation, he/she shall receive a minimum of eight (8) hours pay at one and one-half times his/her regular hourly rate of pay. This section will be subject to change if it is or becomes contrary to State Law.

ARTICLE X. UNIFORM ALLOWANCE

- 10.0 A)** Each full time police officer shall receive a uniform allowance of one thousand dollars (\$1,000.00) annually, and full time Police Dispatchers shall receive seven hundred dollars (\$700.00) provided, in lieu of such an allowance for the first year of employment each new employee shall be furnished uniform items and equipment within a reasonable time after his/her date of hire consisting of the following:

2 Oxford grey winter pants	2 Oxford grey summer pants
2 Black cargo pants	5 Long sleeve shirts with patches
5 Short sleeve shirts with patches	4 Black knit ties
1 White nylon gloves	2 Names tags silver
1 Long rain coat reversible	1 Winter hat with silver band
1 Hat cover reversible	1 Tie Bar
1 Winter watchman hat with NPD	1 Traffic safety vest
1 Protective vest and carrier	1 Garrison duty belt
2 set of handcuffs	1 Handcuff case double
1 Double magazine pouch	1 Inner duty belt
1 Equipment duty bag	1 Flag with silver trim
1 belt keeper (4 pack)	1 Duty holster
2 Collar pins — silver	1 Flat glove pouch
1 Portable radio holder	1 OC Unit and holder
2 Duty name tags silver	1 Flash light, holder and charger
1 Baton holder	1 Baton
2 Breast Badges	1 Wallet Badge
1 Hat Badge	1 Duty weapon
3 Magazines	
1 Winter coat with embroidered badge and 2 patches	
1 Spring jacket with embroidered badge and 2 patches	

- B) The uniform items and equipment so furnished shall be and remain the property of the Newington Police Department. All such items and equipment shall be returnable if such employee is dismissed, resigns or retires. Exceptions may be made by the Chief of Police as they relate to retired employees, except in no instance will employees be allowed to retain any issued weapons.

All assigned badges will be returned to the Chief of Police upon retirement. Retirement badge set (wallet and breast badge for shadow box) will be issued upon retirement.

- C) The Town of Newington shall implement a replacement program for the soft ballistic body armor. The Town shall be responsible for the cost of replacement vests and carrier. The replacement program shall be in accordance with the recommendations of the National Institute of Justice (NIJ) and the Union. Current recommendations from the NIJ are that soft ballistic body armor be replaced every five (5) years from the date of issue. Should these recommendations change, the Town shall abide by such changes.

The vests purchased and/or replaced shall be rated at a class to stop the round of ammunition carried by Newington Police Officers. The Town shall consult with the Union on the selection of the brand name and model of the soft ballistic body armor based on design, durability, comfort, style and reputation of the manufacturer.

All uniformed, full-time Police Officers shall be required to wear soft ballistic body armor in the performance of their patrol duties. Non-uniformed officers shall be required to wear soft ballistic body armor at the discretion of their division commander. Soft ballistic body armor need not be worn on construction duty. Soft ballistic body armor will be worn on private jobs unless the temperature exceeds 80 degrees at the location of the job; the employee may

choose not to wear the vest if the temperature exceeds the 80 degree level. Soft ballistic body armor will be worn at all other times when the officer is outside the police station. Vest carriers shall be allowed to be worn outside the uniform shirt. The vest carrier shall display a police badge (cloth or metal) and be black in color. No other items need be worn over the vest carrier.

D) The Town will make clothing allowance payable in a separate check in the month of July.

10.1 The cleaning expenses incurred by each employee for the following uniform items shall be paid for by the Town:

Summer shirts	Summer pants
Winter shirts	Winter pants
Winter blouse	Winter overcoat
Winter hats	Ties
Cargo pants	

10.2 The cleaning expenses incurred by each employee for the following items while on plain clothes duty shall be paid for by the Town:

Per Week: 2 suits	or	2 sport jackets and pants
5 shirts		1 winter overcoat
1 hat		neckties

10.3 A) The cost of a change in the type, style or color of uniform items or equipment shall be paid directly by the Town if the change is initiated by the Town. Employees shall have one (1) year from the time the change was initiated to comply with uniform standards.

B) Uniform items or equipment unavoidably damaged or destroyed in the line of duty shall be repaired or replaced by the Town at no cost to the employee, normal wear and tear excepted.

10.4 The replacement value of any clothing article eligible to be cleaned under Articles 10.1 or 10.2 which is lost by a cleaning establishment under contract to the Town to furnish services for the washing or cleaning of such clothing article shall be paid to the employee by the Town.

10.5 Black turtleneck shirts worn under regular uniform shirts shall be acceptable attire during all shifts,

ARTICLE XI. INSURANCE

11.0 Active Employees

A) **Medical Insurance:** The Town shall provide for each active, full time employee and his/her enrolled dependents the medical insurance benefits as outlined in the Blue Cross/Blue Shield Century Preferred Plan and the Blue Cross/Blue Shield Comprehensive Plan.

The Town may also consider at its option offering additional insurance coverage alternatives which would have a lower insurance premium and offer the same to employees as additional alternatives or may look into adding health savings account, high deductible health plans, personal care accounts, flexible spending accounts or voluntary wellness initiatives including biometric testing.

The Town and the Union agree to a reopener on January 1, 2021 limited solely to addressing the provisions of the Affordable Health Care Act's so-called "Cadillac Tax" provisions. The reopener will address the alternatives for allocating and/or reducing the costs of any taxes, fines or penalties imposed on the Town under the Act due to the level of benefits provided to the employees.

- B) The medical insurance benefits set forth above and dental insurance in Section 11.0-C below will be provided on a premium cost sharing basis whereby the employee will pay a percentage (on a pre-tax basis at the option of the employee) of the allocation rate.

(1) FOR THE PPO PLAN:

- Effective July 1, 2017, the employee will pay fourteen percent (14%) of the allocation rate by payroll deduction.

(2) FOR THE COMPREHENSIVE PLAN:

The employee premium cost sharing payments for those bargaining unit members who elect the comprehensive plan will be three percent (3%) lower than those stated for the PPO plan.

(3) High Deductible Health Plan

The Town shall provide for each active, full-time employee and his/her enrolled dependents and retirees, ("Participant") the medical insurance benefits as outlined in the attached Appendix B, High Deductible Health Plan (HDHP).

The HDHP will be the only plan option for all employees beginning with the July 1, 2018 plan year.

All terms, benefits and coverages shall be governed by the summary plan description in effect at the beginning of each policy year and to include changes to be in compliance with Federal Health Care Reform Mandates.

The cost of the applicable premiums for this health insurance program shall be born as follows: The premium share contribution by the participating employee shall be thirteen (13%) percent effective July 1, 2018, thirteen and one-half (13.5%) percent effective July 1, 2019 and fourteen and one-half (14.5%) percent effective July 1, 2020.

Dependents will be covered up to age twenty-six (26). Coverage for new employees shall become effective within thirty (30) days from the date of hire. For current employees as of July 1, 2018, the HDHP shall be the only plan option offered by the Town as of the date of hire.

For each contract year, other than the second contract year (2018-2019), the Town's full contribution toward the HSA deductible for Actives and Retirees will be deposited in the HSA accounts in two equal installments, on or about the first pay period in July and January. The Town agrees to fund sixty percent (60%) of the applicable HSA deductible during the 2018-2019 contract year in one installment on the first pay period of the 2018-2019 fiscal year and fifty percent (50%) for the 2019-2020 contract year and 2020-2021 contract year.

The parties acknowledge that the Town's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. If the High Deductible HSA Plan is implemented after the start of the contract year, the Town's contribution toward the funding shall be prorated for that year.

HRA Account. An HRA shall be made available for any Participant who is precluded by law from opening a Health Savings Account (HSA). The annual maximum reimbursement by the Town shall be equal in amount to the Town's contribution into the HSA account for those eligible for an HSA, but in no event, shall the Town's contribution exceed the Town's annual deductible contribution for those in the HSA. Retired employees would receive the same percentage of Town contribution to the deductible in effect at the time of retirement and retain that level until the retired employee is eligible for Medicare or eligible to be covered under any other plan. If there is a negotiated contract change or a move to another comparable plan the retirees follow the actives into that plan.

- C) Dental Insurance: The Connecticut General Life Insurance Company dental care plan or its equal in . coverage and benefits furnishing indemnification for reasonable and customary charges subject to a \$50 per year deductible and a \$1,000 per year maximum benefit for each covered person as follows:

Preventive services (oral exams, radiographs tests and lab exams, emergency treatment, prophylaxis, fluoride treatments, space maintainers).	100%
Basic Services (general anesthesia, basic restoration, endodontics, periodontics, prosthodontics, oral surgery)	80%
Major Services (major restoration, installation of dentures, fixed bridgework, crowns)	60%
Initial missing teeth replacement (replacement of missing teeth during the first 24 months of coverage)	50%

Employees have the option of using the CIGNA dental health plan (HMO) in lieu of the CIGNA indemnity dental insurance, providing the premiums do not exceed the Town's normal premium levels. If premium exceeds the Town's normal level, employee may obtain this insurance and he/she will be responsible for the difference. The dental insurance benefits will be provided on a premium sharing basis whereby the employee will pay a percentage (on a pre-tax basis at the option of the employee) of the allocation rate at fourteen (14%) percent effective July 1, 2017, thirteen (13%) percent effective July 1, 2018, thirteen and one-half (13.5%) percent effective July 1, 2019 and fourteen and one-half (14.5%) percent effective July 1, 2020.

- D) Effective July 1, 2007, the Town shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee's share of health and medical premiums, deductibles, co-insurance and unreimbursed medical expenses as well as cost of dependent care. As allowed by law, the Dependent Care Account shall have a \$5,000 maximum, automatically increasing upon any change in the law. The Medical Account shall have a \$2,500 maximum, automatically increasing or decreasing upon any change in the law.
- E) Life and AD&D Insurance: Group Life and Accidental Death and Dismemberment Insurance for Active Employees with a principal equal to an employee's base annual salary (i.e. not including overtime, longevity, education incentive or extra duty pay). An Active Employee may purchase a principal amount equal to two times the employee's base annual salary as defined herein with the additional cost funded entirely by the employee.

11.1 Retirees

- A) (1) Medical/Dental Insurance: For those that retiree on or before July 1, 2018 are eligible for the PPO plan option and all those who retiree on or after July 1, 2018 are eligible only for the

same plan offered to the active employees. Except as noted below, the Town shall provide without charge for each retired full time employee and his/her enrolled dependents the insurance outlined in 11.0 above or as modified in any successor contracts from the date of his/her retirement until the date upon which said employee, or in the case of said employee's death, his/her spouse and eligible dependents, becomes eligible for Medicare or some other national health insurance program. Coverage will be extended to retirees whose current employer does not provide health insurance and/or life insurance and to retirees who are otherwise ineligible for current employer health insurance and/or life insurance. Coverage will be extended to retirees who receive health or life insurance from or through another employer only to the extent provided in the options contained in this section below. Each retiree to be eligible for benefits hereunder shall declare whether he/she has or is eligible to receive duplicate coverage on a form provided by the Town and at such time as the Town requests. When an employee's spouse becomes eligible for Medicare, he/she will no longer be eligible for the Town's insurance program.

Each retiree eligible to receive group health insurance from their successor employer and/or each retiree who subsequently becomes eligible to receive insurance coverage from a successor employer shall select one of the following three reimbursement/coverage options (A, B, or C) listed below:

Option A. Yearly 100% premium cost sharing reimbursement subject to the maximum for family coverage based on State of Connecticut United Healthcare Oxford Freedom Select Plan, including dental.

In addition to the premium cost-sharing reimbursement noted above, retirees who select Option A will receive secondary health insurance coverage (excluding dental) from the Town. This secondary insurance coverage will be provided based upon the type of coverage (single, employee plus one, family) obtained by the retiree from their successor employer. Under such secondary coverage, a retiree with dependents and family coverage with their current employer could have their dependents covered under the Town's insurance in the event such dependent becomes ineligible for coverage with their current employer and such dependent is otherwise eligible for coverage under the Town's insurance plan. Further, it is acknowledged and agreed by the parties that if a retiree selects Option A and the cost of his/her premium cost-sharing payments exceeds the amount of reimbursement provided under Option A, the retiree may still choose to select Option A and he/she will be responsible for the difference in such premium cost-sharing costs to the successor employer.

Option B. Yearly 100% premium cost sharing reimbursement subject to the maximum for family coverage based on State of Connecticut Anthem Blue Cross Preferred POS Plan, including dental. Further, it is acknowledged and agreed by the parties that if a retiree selects Option B and the cost of his/her premium cost-sharing payments exceeds the amount of reimbursement provided under Option B, the retiree may still choose to select Option B and he/she will be responsible for the difference in such premium cost-sharing costs to the successor employer.

Option C. Yearly \$2,400 payment. Money to be paid in four equal installments on or before January 15, April 15, July 15 and October 15 of each applicable year.

11.1.A (2) The following terms apply to options A and B above:

- a. As the amounts of premium cost sharing payments increase or decrease for State of Connecticut employees under United Healthcare Oxford Freedom Select or Anthem Blue Cross Preferred POS the maximum reimbursements required under Options A and B will also automatically increase or decrease by the same amount as the amounts increase or decrease for State of Connecticut employees.

- b. If either United Healthcare Oxford Freedom Select or Anthem Blue Cross Preferred POS are no longer provided to State of Connecticut employees by the State of Connecticut, then the parties will utilize whatever health insurance plan the State of Connecticut chooses as the applicable replacement for the discontinued plan(s).
- c. Future retirees who seek cost share reimbursement shall provide to the Town on or before January 15, April 15, July 15 and October 15 of each applicable year proof of their cost sharing payments. The Town will process the reimbursement within 30 days of receipt of proof of payment, assuming no questions or issues exist regarding the reimbursement.

11.1.A (3) The Town shall establish an open enrollment period in each calendar year in which employees may switch from their current option to either of the remaining two options listed in paragraph 11.1 above. Future retirees will also be able to switch options at any time during a calendar year if one of the following occurs: (1) any change in family status, (2) any change of employment, or (3) any change in group medical benefits provided by the retiree's current employer. Notice of change shall be given to the Town within 30 days of the event except under extenuating circumstances. The switch will occur on the first of the month that follows notice of the change to the Town except under extenuating circumstances. If a future retiree switches options or returns to Town coverage during a calendar year, the payments required under a particular option shall be prorated based on the amount of time the retiree was covered under such option(s).

11.1.A (4) Option C shall apply to a situation in which a future retiree's employer uses a Health Savings Account for the providing of group health insurance benefits.

11.1.A (5) If a future retiree is only offered insurance from his/her employer that results in premium cost sharing in excess of \$930 per month then said retiree shall be deemed as not being offered group health insurance from their current employer. The Town will have the choice to (1) reimburse the retiree 100% of premium cost sharing and provide secondary coverage under the Town's group health plan or (2) permit the retiree to be covered under the Town's group health insurance coverage. The amount of \$930 shall be annually increased or decreased by the dollar amount of increase or decrease in employee premium cost sharing for family coverage required by the State of Connecticut under the Anthem Blue Cross Preferred POS Plan (or applicable successor plan) listed in option B above.

11.1.A (6) Future retirees who receive group health insurance for him/her and spouse and eligible dependents but who cannot receive dental insurance or are otherwise ineligible to receive dental insurance from their employer shall remain eligible to utilize the Town sponsored dental insurance for him/her and spouse and eligible dependents, provided that the retiree is able to document his/her ineligibility to receive dental insurance from his/her current employer.

11.1.A (7) If a future retiree leaves employment or otherwise becomes ineligible to participate in the current or successor employer's health insurance plan, he/she shall be, as soon as practical, restored to the Town's health insurance plan. Absent extenuating circumstances, the switch will occur on the first day of the subsequent month. A future retiree must promptly notify the Town of his/her change in employment status or eligibility. Failure to promptly (i.e. within 20 days) notify the Town of any such change could preclude or delay the retiree's receipt of the retiree's switch to the Town's health insurance plan.

11.1.A (8) Notwithstanding any other provision of this agreement or the collective bargaining agreement, future retirees are entitled to receive life insurance benefits from any employer while still receiving life insurance benefits from the Town.

11.1A (9) A retiree who is eligible to receive health insurance offered by a current or new employer is obligated to obtain that insurance, in lieu of the health insurance offered by the Town, upon either the retiree's commencement of employment with the employer or the offering

of health insurance by the employer, whichever occurs sooner. If a retiree is currently covered by the Town's insurance coverage and is required to undergo any waiting period by a new employer before becoming eligible for that employer's insurance coverage, the retiree will continue to remain on the Town's insurance coverage for the duration of such waiting period. In addition, if a retiree is currently covered under his/her current employer's insurance coverage and accepts employment with a new employer which requires both a waiting period before the retiree can be covered under his/her new employer's insurance coverage and which requires the retiree to pay for COBRA coverage from his/her current employer during this waiting period, the Town shall have the option at its discretion to either (1) reimburse such retiree for 100% of the retiree's COBRA costs incurred by the retiree to maintain insurance coverage under his/her prior employer for the duration of the waiting period or (2) to permit such retiree to be covered by the Town's group health insurance coverage, provided that the Town's obligations under either (1) or (2) above are applicable only under the following circumstances:

(A) The retiree's separation from his/her current employer is involuntary (i.e., layoff, reduction-in-force, etc.); or

(B) The retiree's separation from his/her current employer is voluntary and no prior voluntary separation has occurred during the prior three (3) year period.

Notwithstanding any other provisions outlined above, if a retiree is covered under any current employer's insurance coverage and voluntarily leaves such employment to accept employment with a new employer on more than one occasion during any three (3) year period which requires a waiting period before the retiree can be covered under his/her new employer's insurance coverage, the retiree will be responsible for any COBRA payments necessary to continue his/her prior employer's insurance coverage during the waiting period. During such waiting period, the retiree shall continue to receive payments from the Option they had selected prior to his/her switch to the new employer.

- B) New employees who become members of the Newington Police Department after September 19, 1994, upon retirement, shall not be provided insurance coverage for enrolled dependents but may purchase, if desired, insurance coverage for enrolled dependents at the employee's expense.

Effective January 1, 2007, employees hired after that date upon retirement, and who retire prior to their "normal retirement date" in Section 25.14, shall not be provided either the retiree insurance benefits outlined in Section 11.1(A)-(D) or the annual retiree pension COLA outlined in Section 27.0.

- C) Life and AD&D Insurance: The Town shall provide Group Life and Accidental Death and Dismemberment Insurance for retired employees up to age sixty-five (65) who retire after September 30, 1981 with a principal equal to the base annual salary such retired employee was paid in his/her last year of service to the Police Department.

- D) The Town shall administer a life insurance plan to cover retirees after they reach age 65, provided all premiums and costs connected with such plan shall be funded entirely by employee contributions. The particular plan, the insurer and levels of benefits shall be determined by the Union. The Town's administration of such plan shall include payroll deductions for premium charges.

11.2 The Town shall continue to pay premiums required to keep in effect the insurance programs specified in Section 11.0 for a laid-off employee for a period as defined by Federal or State law from the date of his/her layoff, provided coverage will be terminated or adjusted, as appropriate, for a laid-off employee who obtains insurance through another employer.

11.3 If the Town finds it desirable to obtain equivalent coverage from alternate carriers at no additional cost to employees for the insurance specified in Sections 11.0 and 11.1, it shall notify the Union of proposed changes prior to their becoming effective. If, within thirty (30) days of notification, the Union disputes that the proposed changes constitute equivalent or better coverages, it may request an evaluation of equivalency of coverage by an arbitrator experienced in insurance matters chosen under provisions of Article XXI, Grievance Procedure. If the arbitrator finds coverage to be at least equivalent, the Town may exercise the option of changing to the equivalent coverage through an alternate carrier. In no event shall any changes become effective until the Union has had thirty (30) days in which to review such proposed changes or earlier indicates its agreement therewith. If the Union requests an evaluation by an arbitrator as herein provided, no change shall become effective until the arbitrator finds equivalency or better will result.

11.4 Notwithstanding the above, effective July 1, 2013, employees may voluntarily elect to waive in writing all health insurance coverages outlined above and, in lieu thereof, shall receive an annual payment of two thousand dollars (\$2,000.00) for single coverage, two thousand two hundred and fifty dollars (\$2,250.00) for employee plus one coverage and two thousand seven hundred and fifty (\$2,750.00) for family coverage in cash payment to those employees waiving such coverage which shall be made in equal payments during the months of November, January, April and June.

Where a change in an employee's status prompts the employee to resume Town-provided insurance coverage, the written waiver may, on written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Chief of Police not later than April 1 to be effective on July 1 of each contract year.

Waiver of premium procedures must be acceptable to the applicable insurance carrier.

ARTICLE XII. VACATIONS

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

1-5 years	.83 day/mo.
5 & 6 years	1.25 days/mo.
7 & 8 years	1.33 days/mo.
9 & 10 years	1.416 days/mo.
11 & 12 years	1.5 days/mo.
13 & 14 years	1.58 days/mo.
15 and over	1.67 days/mo.

Employees hired after September 19, 1994 shall be granted time off with pay for vacations according to the following schedule:

<u>Years of Service</u>	<u>Rate of Vacation Earned</u>
1-5 years	2 weeks
6 years	2 weeks + 1 day
7 years	2 weeks + 2 days
8 years	2 weeks + 3 days
9 years	2 weeks + 4 days
10 years	3 weeks
11 & 12 years	3 weeks + 1 day
13 & 14 years	3 weeks + 2 days

15 & 16 years
17 & 18 years
19 and over

3 weeks + 3 days
3 weeks + 4 days
4 weeks

- 12.1 Each employee shall receive vacation time of one-half (1/2) day for each thirty (30) consecutive scheduled working days which he/she works without using sick leave and without being tardy. Consecutive scheduled working days are defined as days of work or days off for other than suspension, no pay (with the exception of military leave), leaves of absence and days in which the employee is late for work.
- 12.2 Employees shall be allowed to accumulate vacation leave not to exceed the amount earned in two years. Such leave must be used by the employee within two (2) years of the anniversary of the date earned.
- 12.3 Prorated accumulated vacation pay shall be given to employees upon termination or retirement from Town service. In the event of an employee's death, his/her prorated accumulated vacation pay shall be paid to his/her surviving spouse, and/or minor children. Retirees may receive their pay for accumulated leave at retirement (or termination) or may elect to defer it until the next calendar year; however, any adverse tax consequences which may result from this deferral rest with the retiree and not the Town.
- 12.4 Choice of date by employees shall be granted wherever practicable. Rank seniority shall prevail in the selection of vacations, except that the Chief shall have the right to limit the number of employees who may be off duty simultaneously.
- 12.5 There shall be at least two (2) vacation schedules - One (1) to consist of all patrol division personnel below the rank of sergeant; one (1) to consist of all patrol division supervisors, and such other schedules as the Chief may deem appropriate for those employees not covered by the foregoing.

ARTICLE XIII. HOLIDAYS

- 13.0 A) Each employee shall be paid at the rate of double time and one-half (2-1/2 times his/her prevailing hourly rate) for all work performed during the twenty-four (24) hour period constituting each of the following legal holidays:

New Year's Day
Martin Luther King Day
Presidents' Birthday
Good Friday
Easter Sunday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Any employee who does not work on a holiday listed above shall be paid his/her regular rate for eight hours as holiday pay.

- B) When a dispatcher vacancy exists on Christmas, New Year's Day, Easter, Memorial Day, Labor Day and Thanksgiving (with the exception of Thanksgiving Day Newington High School home football games), the Town, through the Chief of Police, shall have the discretion either to fill or not to fill that vacancy. In no event shall this provision be interpreted to allow the Town to cancel an assigned dispatcher from scheduled duty because of a holiday, except as provided in Sections 13.1 and 13.2.
- 13.1 The Union will accept limited staffing for employees in assignments other than patrol on Christmas Day, New Years Day, and Easter Sunday. Seniority will prevail when assigning personnel to duty on these holidays. The person with the most seniority will be offered the duty assignment on the holiday affected. If the senior member passes on the assignment, then the next senior officer will be offered

the job, and so on.

13.2 New hires that become members of the Newington Police Department after September 19, 1994 will accept limited staffing for employees in assignments other than patrol on Christmas, New Years Day, Easter, and six additional holidays per year as follows: Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, and Thanksgiving.

13.3 Any time off with pay that may be allowed other Newington municipal employees as a result of an unanticipated National Holiday or National Day of Mourning shall be provided in equal measure for the members covered by this agreement.

ARTICLE XIV. SICK LEAVE

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

- A) Illness or injury, except where directly traceable to employment by an employer other than the Town of Newington.
- B) When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
- C) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by a medical certificate.
- D) The Town agrees to abide by the terms of the Family Medical Leave Act.

14.1 Employees may be absent from duty without loss of sick time and with pay for the following reason.

- A) If an employee loses time because of injury sustained in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive benefits equal to normal full pay for the period of disability with the Town making up the difference in the amount of such compensation received and the normal amount of weekly pay.
- B) An officer who has been certified by the officer's treating physician or by the Town physician as being unable to return to police work shall be deemed to have resigned from the Police Department as of the date of said certification and shall be entitled to such benefits for which he/she is eligible as enumerated in Article XXV of this contract.

If there is a dispute in the opinions of the two physicians of the officer's ability to return to police work or that such a decision cannot yet be determined, a third physician, acceptable to both parties, will be appointed and the decision of that physician shall be final and binding in regard to this issue. The Town shall pay for any portion of the fee of the third physician not covered by insurance.

14.2 Sick Leave Allowance

- A) Sick Leave allowance shall be earned by each employee at the rate of one and one-quarter (1-1/4) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.

Employees hired after September 19, 1994 shall earn sick leave at a rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months.

- B) Sick Leave earned in any month of service shall be available at any time during any subsequent month.

- C) Any employee who must be absent because of injury or illness for time beyond his accumulated sick leave may submit a request to the Town Manager through the Police Chief for an advancement of sick leave with pay. Before this can be approved, all leave time must be exhausted. Such authorization shall not exceed two (2) years' sick leave allowance.
- D) Any request for additional sick leave will be accompanied by a statement prepared by the Finance Department showing data as to the employee's length of service, leave balance, doctor's statement (furnished by the employee), and other pertinent information as required by and for the Town Manager to consider the request.

14.3 Sick Leave Accumulation

- A) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred thirty five (135) working days.
- B) The amount of each employee's accumulated sick leave credited to him on the day prior to the effective date of this contract shall be credited toward his/her accumulated sick leave under this contract.
- C) No credit toward accumulated sick leave shall be granted for time worked by an employee in excess of his/her normal work week.
- D) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.
- E) Sick leave shall not continue to accumulate during leaves of absence without pay.

14.4 Medical Certificate and Inspections

A medical certificate acceptable to the appointing authority may be required:

- A) For any period of absence consisting of more than five (5) consecutive working days. An employee who is required to furnish a medical certificate shall hereunder not return to full duty until such certificate is presented to his or her division commander.
- B) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the department.
- C) The Town reserves the right to check the whereabouts of any employee when on sick leave.

14.5 Redemption of Accumulated Sick Leave

- A) An employee, upon retirement, either after the required years of service or due to disability, shall receive on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave as severance pay. Retirees may receive their pay for accumulated leave at retirement (or termination) or may elect to defer it until the next calendar year; however, any adverse tax consequences which may result from this deferral rest with the retiree and not the Town.
- B) In the event of an employee's death, his/her spouse, and/or minor children, shall receive on the basis of the employee's current wages, full compensation for any of the employee's unused accumulated sick leave.
- C) An employee upon resignation without prejudice shall receive on the basis of his/her current wages, compensation for one-half of his/her unused accumulated sick leave as severance pay. Any employee hired after July 1, 1987, will receive 25% of unused accumulative sick leave as severance pay.

- D) An employee who is discharged or resigns with prejudice shall receive no compensation for any of his/her unused accumulated sick leave.
- E) The above redemption of accumulated sick leave provisions shall not be available to any employee hired after September 19, 1994.

14.6 Sick Leave Records

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

14.7 There is hereby established a sick leave bank for an employee who has at least 60 days of sick time to his/her credit. Said bank may be utilized due to a long illness or disability of an employee, in accordance with the procedures of Section 25.32, who uses all of his/her sick time, vacation time, and any other time available to him/her by contract. The parties agree to create a committee to review procedures for operation of the sick leave bank.

ARTICLE XV. FUNERAL LEAVE

15.0 Special leave of four (4) working days with pay between the date of death and the date of funeral, inclusive, shall be granted an employee in the event of the death of his/her spouse or child.

15.1 Special leave of three (3) days with pay between the date of death and the date of funeral, inclusive, shall be granted an employee in the event of the death of his/her:

Father	Father-in-law
Mother	Mother-in-law
Brother	Brother-in-law
Sister	Sister-in-law
Grandfather	Son-in-law
Grandmother	Daughter-in-law
Grandchild	Other relative domiciled in employee's household

15.2 An employee may be granted up to one extra working day for travel time to return from a funeral which takes place two hundred fifty (250) or more miles from Newington, subject to approval by the Chief of Police.

15.3 Special leave of one (1) working day with pay for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her:

Aunt	Uncle	Niece	Nephew
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ARTICLE XVI. MILITARY LEAVE

16.0 Military leave shall be granted when required to serve on active reserve or National Guard duty in accordance with applicable state and federal law. During such duty, the employee shall be paid the difference, if any, between his/her regular police pay and his/her military pay for a maximum of thirty (30) days during the calendar year. Copies of orders to active duty shall be supplied to the Chief of Police.

Any full-time employee who is a reservist in the United States Armed Forces and who is called to active duty due to any local, state, or national emergency shall receive the differential in the gross monthly salary provided by the United States Armed Forces and the gross monthly salary being earned from the Town of Newington at the time the reservist is called to active duty, provided the salary paid by the Town is above the level of total military pay received. This differential payment will be provided no longer than ninety (90) calendar days per call up, and is not to exceed the actual number of days

served on active duty.

ARTICLE XVII. PERSONAL LEAVE

17.0 Each employee shall be entitled to up to four (4) days per year for personal leave at the employee's current base rate, provided any such day taken shall only be used for reasons of legitimate personal business (other than rest, relaxation, entertainment, recreation, vacation pursuits, illness or injury) requiring the absence of the employee. Personal leave shall be taken in segments of no less than one-half (1/2) day and shall be so debited to an employee's record.

To have their absences recognized as personal leave, employees shall, at least twenty-four (24) hours prior to the scheduled commencement of the effected tour of duty give notice of their intended absence in writing on prescribed forms, except in extreme emergencies. Personal leave may be temporarily denied in the event of a public emergency requiring a high level of police mobilization.

The text of the personal leave form shall be substantially conforming to the following:

NOTIFICATION OF PERSONAL LEAVE

The undersigned hereby gives notice of his/her intent to take personal leave on 20 _____ when he/she is scheduled for a tour of duty between _____ hours and _____ hours, in so doing, attests that such leave is for legitimate personal business and not in any way related to rest, relaxation, entertainment, recreation, vacation pursuits, illness or injury.

Officer's Name _____

Signature _____ Date _____

ARTICLE XVIII. UNION BUSINESS LEAVE

18.0 The four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract when such meetings take place at the time during which such members are scheduled to be on duty.

18.1 The four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

18.2 Such Officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed fifteen (15) working days in any fiscal year.

ARTICLE XIX. TRAINING AND EDUCATION

19.0 Any Union member authorized in writing to enroll in a course in a police school or college, upon his/her successful completion of said course, shall be reimbursed by the Town for any money spent for tuition, books and equipment, subject to Town Council appropriation for funding, but not to exceed \$600 per course per employee for reimbursement. It shall be the duty of the employee to use any State, Federal or scholarship funds available for tuition, books, fees and equipment in order to eliminate or minimize expenditures by the Town for this purpose. Effective July 1, 2013 there shall be a minimum of \$3,000.00 allocated each fiscal year for tuition reimbursement department-wide limited to \$600.00 per fiscal year for each employee.

- 19.1 It is agreed that any provisions of a comprehensive in-service training program which may affect the compensation of members of the bargaining unit shall be subject to negotiations between the parties to this contract.

ARTICLE XX. PROBATIONARY PERIOD

- 20.0 New employees except those appointed to the position of Public Safety dispatcher shall serve a probationary period of one (1) year after completion of the Police Officers Standards Training (POST). New employees who are certified Police Officers shall serve a probationary period of one (1) year from successful completion of the Field Training Program. New employees in the position of Public Safety Dispatcher shall serve a probationary period of one (1) year from their date of their appointment.
- 20.1 Employees shall have no seniority rights during the probationary period but shall be subject to all other provisions of this contract except Articles XXII and XXIII. All employees after completion of the probationary period shall acquire length of service records as of the date of the beginning of their employment.

ARTICLE XXI. SENIORITY

- 21.0 The seniority rights of all members of the bargaining unit shall be based upon length of service only and shall be determined from the day such person or persons were officially appointed to the Department. Employees appointed to the position of Public Safety Dispatcher shall have seniority only within those positions **or within a series of related positions in the same line of work should that be developed in the future.**
- 21.1 **Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to the others appointed the same day, shall be determined by their relative position on the examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.**
- 21.2 **Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration or lay-off of one year or less.**
- 21.3 Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.
- 21.4 Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.
- 21.5 In the event of a reduction in force, the employee with the least seniority in the bargaining unit shall be laid off first regardless of the division to which he/she is assigned. Provided, however, that whenever any regular member may be laid off, such member shall be afforded the opportunity of returning to his/her former position or rank before any new members are appointed. Opportunity to return to work will remain open for fourteen (14) days after written notification to a laid off employee's last known address.

ARTICLE XXI. GRIEVANCE PROCEDURE

22.0 A) PURPOSE

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

B) DEFINITION

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

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

C) PROCEDURE

1. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may process the grievances from the next succeeding step following that which the employee has utilized.
2. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions on this Agreement.
3. Grievances may be filed at the step corresponding to the level at which the discipline was imposed or administrative action taken or decision rendered which has the authority to resolve such grievances. Any step may be by-passed by mutual consent of the parties.
4. A grievance shall, whenever possible, be discussed and settled informally between the grievant and the appropriate supervisor. The grievant may be assisted at the grievant's request by the Union.
5. Notwithstanding any provision herein, the limitation on time set forth in Step I through Step III, inclusive, shall be extended for periods of ten (10) days in the interest of the employee or employer upon presentation of a reasonable explanation for said delay.
6. No grievance, allegation, or charges by the employer or Union other than those presented in the initial step shall be considered at any subsequent step.
7. All references herein to prescribed periods of ten (10) days or less shall be construed as working days. All communications shall be deemed to have been performed at the time certified if mailed, or time of receipt if personally delivered. Notwithstanding the above, the employer and Union or employee individually, where unassisted by the Union, may mutually agree to waive any procedural or timeliness requirements set forth herein.
8. All references herein to the grievant shall include his/her representative, if represented.

Step One

Any employee with a grievance shall submit the grievance verbally to the appropriate supervisor as soon as practicable but in any event within ninety-six (96) hours of the date of occurrence, and the appropriate supervisor shall use his/her best efforts to settle the dispute. The appropriate supervisor's decision shall be submitted verbally to the grievant within forty-eight (48) hours of receipt of the grievance. In the event the appropriate supervisor is not available, the grievant may serve notice of his/her intent to grieve with his/her immediate supervisor who will make written notification to the Chief of Police

Step Two

If the grievance is not satisfactorily settled at Step I, the grievant shall submit the grievance in writing to the head of the Department within ten (10) days, and he/she shall use his/her best efforts to settle the dispute. The Department Head's decision shall be submitted in writing to the grievant within five (5) days of receipt of the grievance.

Step Three

If the grievance is not satisfactorily settled at Step II, the grievant shall submit the grievance in writing within ten (10) days to the Town Manager. Within ten (10) days after receiving such grievance, the Town Manager shall render his/her decision in writing to the grievant. If there is a temporary Acting Town Manager and the Town Manager is unavailable, this step shall not be utilized until the return of the Town Manager.

During a period of vacancy or suspension of the office of the Manager, however, the duly appointed Acting Manager shall not be prevented from acting upon any such grievance.

Step Four

If the grievance is not satisfactorily settled at Step III, and the grievant and the Union desire to proceed with arbitration, it may within thirty (30) calendar days of receipt of the decision rendered at Step III serve written notice on the Employer or the Employer's representative of its desire to arbitrate the grievance. The decision rendered by the Connecticut State Board of Mediation and Arbitration (Arbitrator) shall be final and binding upon both parties.

After the filing of the appeal, the grievant and/or the Union shall be offered an opportunity to meet with the Town Manager or his/her representative in an attempt to settle the grievance within ten (10) days of the receipt of the written notification.

The decision of the Town Manager or his/her representative shall be in writing and shall be transmitted to the grievant within ten (10) days after the above-referenced meeting unless extended by mutual consent.

D). MEDIATION

The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided both parties mutually agree on the desirability of this service.

E). MEETINGS

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two, Three, and Four.

F). TIME EXTENSION

There shall be no obligation by the Employer to consider any grievance not filed within the specified time limit stated in each step unless extended by mutual written consent.

G). RECORDING OF MINUTES OR TESTIMONY

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure.

H). POLICE UNION AS A COMPLAINANT

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

I) REPRESENTATION

Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union.

ARTICLE XXIII. DISCIPLINARY PROCEDURES AND PRIVILEGES

23.0 Disciplinary inquiries or hearings involving any member or members of the bargaining unit will be informal. An informal proceeding is defined as one conducted by the Town Manager or the Chief of Police for the purpose of determining whether or not disciplinary action should take place. This informal hearing is strictly limited to the member or members being allowed to produce verbal information above and beyond the departmental investigation. Such proceedings shall be closed to the public, including the press. Disciplinary action as a result of such a hearing shall be taken only if agreed upon between the Chief of Police or Town Manager, and the member or members of the bargaining unit who are involved. If the Chief of Police or Town Manager and the member or members of the bargaining unit involved cannot agree to an appropriate level of discipline, the Chief of Police or the Town Manager may implement discipline. Formal proceedings may then be pursued by the Union pursuant to the processes outlined in Article XXII Grievance Procedure.

Any civilian complaint accusing a member or members of the bargaining unit of discrimination, brutality, violation of rights, or conduct unbecoming an officer shall be investigated by the Chief or his/her authorized agent.

23.1 Members facing departmental charges shall be provided with a written copy of the original complaint not less than five (5) days before the hearing.

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

23.3 Any member who may be found guilty of charges and subject to punitive measures or discharges, which shall be for just cause, and proven by the preponderance of the evidence, shall have the right as provided in Article XXII to appeal such decision through the grievance procedure including arbitration.

23.4 Members under departmental charges shall have and enjoy the right of rescheduling their hearing date upon showing just cause with the exception that such rescheduling shall not exceed thirty (30) days.

23.5 Disciplinary action other than dismissal ordered by the Chief of Police which is appealed to the Town Manager under Section 22.0(C), Step Three, shall automatically be stayed pending a decision by the Town Manager.

23.6 Whenever a civilian complaint is made against a member or group of members of the bargaining unit relating to his/her or their conduct as an officer(s), or the manner in which such officer(s) discharges his/her or their duties and such complaint results in a hearing or inquiry, said member(s) shall be entitled to be represented by the Town Attorney when available or attorney of choice when the Town Attorney is not available. When the Town Attorney is available but the employee involved chooses to use his/her own attorney, the employee will be responsible for paying said attorney.

23.7 If a false complaint or allegation is made against any employee, the Chief of Police will meet with the Union Executive Board and the Police Officer involved to review the charges and discuss whether the matter should be presented to appropriate prosecutorial authorities.

23.8 An employee may request to have removed from his/her personnel file any written reprimand which is

dated more than two (2) years previous, and such request shall be granted provided he/she has not repeated a similar transgression and has maintained satisfactory performance in the interim.

ARTICLE XXIV. GENERAL PROVISIONS

- 24.0 The Police Department will continue to furnish such equipment as is designated in this agreement whenever possible that will insure the safety and welfare of the department members, or as may be required by the Chief of Police to aid in the efficient performance of their duties.
- 24.1 Clothing, watches, eyeglasses and equipment damaged, lost or destroyed in the line of duty shall be replaced by the Town. To be recompensable, losses must be reported as soon as possible to a commander. In no event will the Town be responsible for any losses in excess of \$150 for any single item, except for prescription glasses or contacts. In this case, it will be a replacement of equal value.
- 24.2 A) The Town shall assume full responsibility for any police officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Attorney and his/her staff to act in his/her behalf.
- B) The Town shall insure each employee against false arrest and vicarious liability suits which result from such employee acting consistent with his/her duties whether on or off duty. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut. Each employee shall be indemnified at least to the sum of \$500,000 each incident and \$1,000,000 aggregate. Each employee shall abide by the terms of said policy. The Town shall fund any premiums for such insurance.
- 24.3 The Town shall give each employee, and to each new employee when he/she is hired, a copy of this contract, an identification card and a copy of the Rules and Regulations of the Department.
- 24.4 The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.
- 24.5 The Town shall twice a year provide to each employee a resume of his/her accumulated days of sick time, vacation time, and personal time.
- 24.6 An employee shall have access to his/her own service file during normal business hours of the Chief's office. Copies of all evaluations and accusatory letters placed in his/her service file shall be forwarded to the employee involved. The personnel file shall be retained in the Town Manager's Office and the employee shall also have access to his/her own personnel file. Further, an employee may request in writing that a document in the service file should be added to or removed from the personnel file, or vice versa. Failure to agree as to the removal or addition of a document as stated above may be the basis for a grievance under this contract.
- 24.7 At least twenty-four (24) hours prior to their official issuance, copies of all General Orders and Department Regulations shall be provided to the Union. Copies of all Special Orders shall be sent to the President of the Union as soon as is practicable after their issuance.
- 24.8 It is the expressed intent of the parties to provide a working environment which is as safe and as healthy as may reasonably be provided, given the nature of police work. To this end, there shall be a joint health and safety committee which shall meet upon the request of either party to review safety and health problems and to recommend solutions or improvements. Said joint health and safety committee shall be comprised of the Chief, the Division Commanders and up to three members of the Union. The Union reserves the right to remove the three Union representatives.
- 24.9 Any promotion to any rank above the rank of Police Officer within the bargaining unit shall be made in accordance with the Personnel Rules of the Town and relevant portions of the Newington Police Department Policy Manual in effect on the date of this agreement.

24.10 The Town shall consult with the Union prior to making effective any amendments to the Newington Police Department Policy Manual which affect working conditions.

24.11 Any police officer assigned in a plainclothes investigative capacity may at his/her option refer to himself/herself as "Detective" in his/her contact with citizens and in signing off on their arrests and correspondence. Only officers promoted to the rank of Detective shall display a gold shield inscribed "Detective."

24.12 Physical Examination.

- A) Each employee shall annually be required to undergo a physical examination, the cost of which shall be paid by the Town and which shall take place during working hours. An employee may elect to be examined by either the Town's physician or by his/her own physician, provided such physician shall be licensed to practice medicine in Connecticut. The examination shall consist of such standard elements as the Town's medical advisor shall from time to time establish. The results of each such physical examination shall be shared with the employee and the Town Physician, who shall so advise the Chief of Police. If an employee is found thereby to be overweight, to be hypertensive, or to be suffering from the effects of excessive smoking or habitual overindulgence in alcoholic beverages or drugs, he/she shall be required, as a condition of continued employment, to follow a rehabilitative and/or health maintenance regimen as prescribed by the examining physician.
- B) In lieu of the annual physical examination, effective April 1, 2007, each employee shall have the option of participating in the Police Department's physical fitness center provided by the Police Department. Employees participating in the fitness facility agree to use the facility a minimum of two (2) times per week to encourage a maintained wellness program. All employees shall also undergo a physical assessment which will include a blood pressure test, cholesterol screening, and height/weight measurement upon agreeing to maintain a wellness program. Employees should consult with their physician prior to an exercise program utilizing the health insurance benefits provided by the Town. The employee will be responsible for any insurance co-payment. The Town or employee can revert back to the original agreement for physical examinations (Section 24.12A) with the written permission of the Chief of Police. Physicals are to be completed by October 30 annually. Up to a maximum of seven (7) officers who utilized a wellness program at an authorized fitness/health facility between the period July 1, 2006 until March 31, 2007 shall be reimbursed by the Town for such membership fees upon the submission of sufficient verification.

24.13 When Police Officers in the same supervisory chain are related by blood or marriage or become romantically involved:

- A) No persons so related or involved shall be assigned to the same supervisory chain or command;
- B) If a relationship as described above develops, there shall be a transfer out of the direct supervisor-subordinate line by one of the parties;
- C) A termination of the relationship will not avert the enforcement of the procedure since the two parties are unlikely to resume a strictly professional attitude toward one another and/or in the eyes of their co-workers.

24.14 The intent of the Americans with Disabilities Act shall be carried out by both the Town and the Union.

ARTICLE 10(V. RETIREMENT AND PENSION

PART A - PENSION PLAN

- 25.1 The Town shall continue to provide for the pension and other benefits required under this Article through Group Annuity Contract Number GR-3019, Survivor Income Benefit Insurance Contract No. 385808 (on and after July 1, 1980), and Long Term Disability Contract No. 385808, all issued by Connecticut General Life Insurance Company. Such contractual arrangement will hereinafter be referred to as the "Plan."
- 25.2 The Union agrees to having the pension and other benefits required hereunder provided through the Plan.

PART B - DEFINITIONS

- 25.3 Plan. "Plan" shall mean the terms and provisions of the Town of Newington Police Department Pension Plan, as set forth herein, and as the same may be amended from time to time.
- 25.4 Employer. "Employer" shall mean the Town of Newington.
- 25.5 Employee. "Employee" shall mean any individual in the employ of the Employer whose customary employment is for more than 20 hours per week and for more than 5 months per calendar year.
- 25.6 Eligible Class. An individual is in the "Eligible Class" at any time if he/she is an Employee who is a Police Officer or Public Safety Dispatcher of the Newington Police Department.
- 25.7 Insurance Company. "Insurance Company" shall mean Connecticut General Life Insurance Company of Hartford, Connecticut.
- 25.8 GR-3019. "GR-3019" shall mean Group Annuity Contract No. GR-3019 issued by Connecticut General Life Insurance Company to the Town of Newington, effective July 1, 1971, and as it may be amended from time to time.
- 25.9 Prior Plan. "Prior Plan" shall mean the Connecticut Municipal Employees Retirement Fund, as constituted on June 30, 1971.
- 25.10 Prior Plan Contributions. "Prior Plan Contributions" shall refer to the total amount of accumulated contributions as of June 30, 1971 withdrawn from the Prior Plan and transferred to the Insurance Company with respect to each Participant listed in TABLE F of GR-3019 and for whom benefits are being funded hereunder as determined conclusively by the Employer and reported to the Insurance Company. Such determination and report may be relied upon conclusively by the Insurance Company.
- 25.11 Effective Date. "Effective Date" shall mean July 1, 1981.
- 25.12 Participant. "Participant" shall mean any Employee covered under the Plan as provided in Part A herein and who has not begun to receive any retirement benefits under the Plan.
- 25.13 Annuity Commencement Date. "Annuity Commencement Date" shall mean the date on which payment of a retirement annuity is to commence under the Plan. A Participant's Annuity Commencement Date is his/her Normal Retirement Date unless an earlier or later Annuity Commencement Date is applicable to his/her coverage in accordance with the further terms of this Plan.
- 25.14 Normal Retirement Date.
- A) "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a Participant's 50th birthday, or 24 years of Service, whichever is earlier.

- B) Effective July 1, 1982, "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a Participant's 50th birthday, or 23 years of Service, whichever is earlier.
- C) Effective July 1, 1983, "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a Participant's 50th birthday, or 22 years of Service, whichever is earlier.
- D) Effective July 1, 1984, "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a participant's 50th birthday or 21 years of Service, whichever is earlier.
- E) Effective July 1, 1985, "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a participant's 50th birthday or 20 years of Service, whichever is earlier.
- F) Effective January 1, 2007, "Normal Retirement Date" for employees hired after that date shall mean the first day of the month coinciding with or next following a participant's 50th birthday or twenty-five (25) years of service whichever is earlier, provided that such employees may still retire after the later of the Participant's 45th birthday and the completion of only twenty (20) years of service except that by doing so they will not be eligible for either the Town paid retiree insurance benefits outlined in Section 11.1(A)-(D) or for the annual retiree pension COLA outlined in Section 27.0.
- G) Effective October 1, 2013, "Normal Retirement Date" for employees hired after that date shall mean the first day of the month coinciding with or next following the later of the Participant's 50th birthday or the completion of twenty-five (25) years of service, provided that such employees may still retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service, except that by doing so they will not be eligible for the Town paid retiree insurance benefits outlined in Section 11.1 (A) - (D).
- H) Pension Moratorium. The Town and Local 443 agree that no changes may be implemented to the Police Pension Plan prior to July 1, 2019.

25.15 Service. "Service" shall mean continuous employment with the Employer. With respect to an Employee covered under the Prior Plan, Service shall also include that continuous employment with the Employer prior to July 1, 1971. Periods of absence from employment during which an Employee is receiving long term disability benefits will be counted as continuous employment with the Employer. Absence from employment on account of leave of absence authorized by the Employer pursuant to the Employer's established leave policy will be counted as continuous employment with the Employer provided that such leave of absence is of not more than two years' duration except for military leave and provided further that the Employee return to active service with the Employer at the end of such leave of absence. The Employer's leave policy shall be applied in a uniform and nondiscriminatory manner to all Participants under similar circumstances. Absence from employment on account of active duty with the Armed Forces of the United States will be counted as continuous employment with the Employer provided that the Employee returns to active service with the Employer within 90 days after he/she becomes eligible for release from such active duty.

- 25.16 A) Final Earnings. "Final Earnings" shall mean the average Rate of Earnings during the three (3) years of the Participant's employment with the Employer for which the Participant's earnings exclusive of any severance pay or pay for accrued leave or supplemental rate of earnings, if applicable, per Section 25.17(B), were at their highest level.
- B) The last year that the employee works for the Town may, at the employee's option, be counted as one of the three (3) years used as the highest level of earnings, even if the employee does

not work the entire year and leaves the employ of the Town prior to December 31 of that year.

- C) Notwithstanding Section 25.27 or any other provision of this Agreement, the pension benefit paid to Participant's hired after January 1, 2007 shall be capped at a maximum of seventy percent (70%) of the Participant's Base Salary as defined in Appendix A of the contract for the applicable year of the Participant's retirement. "Base Salary" includes only the Participant's weekly wage and specifically excludes overtime, accrued leave, private duty work or any other supplemental earnings or pay.
- 25.17 A) Rate of Earnings. "Rate of Earnings" shall mean the compensation paid by the Employer to the Employee as salary, wages or other remuneration as shown on the W-2 Form of the Internal Revenue Service, or such other form as may supersede or replace said W-2 Form, excluding any severance pay or pay for accrued leave.
- B) Supplemental Rate of Earnings. "Supplemental Rate of Earnings" shall mean the compensation received for "private duty." This provides for a money purchase pension plan to be funded by equal contributions from the employer and employee out of earnings generated from private duty. The contributions from the employee will equal that amount that would have been paid to Social Security by the employee, with an equal amount contributed by the Town. These contributions will be invested in appropriate vehicles so as to comply with applicable IRS or other governmental requirements and accumulated in the name of each particular employee for distribution upon death, termination, retirement or disability in a lump sum or in annuity payments at the discretion of the employee. This will be in lieu of contributions for private duty to the Town's regular pension fund. This section shall apply to employees hired after January 1, 1976.
- 25.18 Termination of Employment. "Termination of Employment" shall mean a severance of the employee-employer relationship which occurs before a Participant's Normal Retirement Date, other than a severance on account of early retirement or death.
- 25.19 Vesting Percentage. "Vesting Percentage" shall mean the percentage determined as of a Participant's date of early retirement or Termination of Employment, whichever is earlier, in accordance with the following Schedule:
- | | |
|---------------------------------------|------|
| If he or she has 10 years of Service: | 100% |
| In all other cases: | 0% |
- 25.20 Retirement Annuity. "Retirement Annuity" shall mean a series of income payments that may be provided under this Plan. Retirement Annuity is credited in a yearly amount equivalent to the total payment that would be made during one year in monthly installments commencing on the Annuity Commencement Date for such Retirement Annuity.
- 25.21 Credited Interest. "Credited Interest" on a Participant's Contributions shall mean interest for the number of full months from the anniversary of the Effective Date following the date such Contributions are received by the Insurance Company to the date specified herein. Credited Interest on Prior Plan Contributions, if any, shall mean interest for the number of full months from the date that such Contributions are received by the Insurance Company to the date specified herein. The initial rate of Credited Interest is 4% per annum compounded on each anniversary of the Effective Date. Any change in the rate of Credited Interest will apply to interest allowed after the effective date of such change.
- 25.22 Spouse Benefit. The "Spouse Benefit" shall refer to that benefit as described in the booklet, "Survivor Income Benefits, Town of Newington Police," which had accompanied the former Survivor Income Benefit Insurance group coverage #0385808-02 as issued by the Connecticut General Life Insurance Company.
- 25.23 Early Retirement Date. The term "Early Retirement Date" shall refer to the date of retirement of the

Participant which occurs within the five year period preceding his/her 50th birthday.

PART C - COVERAGE

- 25.24 Eligibility for Coverage. Each Employee will become eligible for coverage under this Plan on the Effective Date or the first day of the month thereafter when he/she first is in the Eligible Class.
- 25.25 Re-Employed Employee. A Re-employed Employee will be considered to be a new Employee for the purposes of this Plan.
- 25.26 Coverage. Each Employee may elect to become covered under the Plan by completing and delivering to the Employer the payroll deduction order furnished by the Insurance Company. An Employee will become covered under this Plan as of the date he/she becomes eligible for Coverage if his/her election is made not more than 31 days thereafter; otherwise as of the first day of the month following the date he/she makes the election, provided he/she is then in the Eligible Class.

PART D - BENEFITS UPON RETIREMENT

- 25.27 Retirement on Normal Retirement Date. After the Effective Date, each Participant who retires on his/her Normal Retirement Date shall be entitled to receive an annual Retirement Annuity equal to 2.5% of his/her Final Earnings, multiplied by the number of years in (a), (b) and (c), below, as computed to the nearest 1/12 of a year, provided that for Participants hired after January 1, 2007 the maximum total pension multiplier is 62.5%. Accordingly, the 2.5% multiplier will not apply for any year of service worked after the 62.5% maximum has been obtained.

If the IBPO Collective Bargaining Unit desires to increase the annual Retirement Annuity benefit from 2.5% as outlined above to 3.0%, any and all additional costs to accomplish said increase shall be paid in full by the membership of the IBPO and all members must agree to participate. The additional costs will be determined by the Town's actuarial consultant.

- (a) The number of his/her years of Service in the Eligible Class during which he/she had a payroll deduction order in effect between the date he/she became covered under this Plan and his/her Normal Retirement Date.
- (b) With respect to a Participant who was covered under the Prior Plan, and who continued to be covered under the Plan on and after July 1, 1971: The number of his/her years of Service before the Effective Date, provided that he/she made the contributions required in accordance with such Prior Plan.
- (c) With respect to a Participant who has been afforded credit by virtue of exercising Optional Participant Buy-in Rights for supernumerary service, military service or service with another agency of the Town of Newington, in accordance with paragraph 25.57 of this Article, the number of years of such credited service plus the number of years of service to which he/she is entitled under (a) and (b) above.

- 25.28 Retirement Prior to Normal Retirement Date. A Participant may elect to retire prior to his/her Normal Retirement Date provided he/she has 10 years of Service and is within 5 years of his/her 50th birthday.

In such an event, his/her Retirement Annuity will commence as of the first day of the month subsequent to filing written application therefor. A Participant who is retiring early shall be entitled to receive an annual Retirement Annuity from and after the date of such early retirement. The amount of such annual Retirement Annuity will be computed in accordance with Section 25.27 of this Article based on the Retirement Annuity accrued to his/her Early Retirement Date reduced actuarially if the Retirement Annuity is to commence prior to his/her Normal Retirement Date in accordance with the terms of GR-3019. For purposes of this section, Normal Retirement Date shall be determined as if the Participant had continued working until such date.

- (a) Employees hired after January 1, 2007 may retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service without any actuarial reduction, however by doing so they will not be eligible for either the Town paid retiree insurance benefits outlined in Section 11.1(A) - (D) or for the annual retiree pension COLA outlined in Section 27.0.
- (b) Employees hired after October 1, 2013 may retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service without any actuarial reduction, however by doing so they will not be eligible for the Town paid retiree insurance benefits outlined in Section 11.1(A) - (D).

25.29 Retirement After Normal Retirement Date. Subject to the provision of paragraph 25.45, a participant who has reached his/her Normal Retirement Date may continue his/her employment with the consent of the Employer; however, his/her retirement Annuity shall not commence until the termination of such employment. In this event the Participant shall be entitled to receive an annual Retirement Annuity from and after the date of such late retirement. The amount of such annual retirement annuity will be computed in accordance with paragraph 25.27 of this Article based upon the Retirement Annuity accrued as of the date of his/her late retirement.

25.30 Retirement Options. A Participant may elect any retirement option contained in GR-3019 in which event any payments to the Participant and his/her Contingent Annuitant, if any, or Beneficiary will be determined in accordance with and subject to the terms of GR-3019. If no election is made in writing, a Participant will be considered as having elected no options.

PART E - DISABILITY BENEFITS

25.31 Eligibility for Disability Benefit. A Participant shall be eligible to receive a Disability Benefit under this Plan if he/she meets the following requirements:

- (a) He/She is permanently disabled as a result of injury sustained in the performance of his/her duties as a member of the Newington Police Department;
- (b) His/Her Disability is such that it will preclude his/her performing the required duties of a member of the Newington Police Department;
- (c) Such disability, described in (a) above is not covered under the Long Term Disability Contract No. 38580 issued by the Connecticut General Life Insurance Company or any such other long term disability contract which may supersede or replace it.

25.32 Determination of Disability. A Participant's disability as described in paragraph 25.31 shall be determined through examinations by two physicians, one of whom shall be selected by the Participant and one of whom shall be selected by the Employer. If the two physicians selected do not concur in the determination of the Participant's disability, then a third physician acceptable to both parties will be appointed, and his/her decision shall be final and binding.

25.33 Amount of Disability Benefit. Upon the determination of such Participant's eligibility for disability benefits, hereunder, he/she shall receive yearly disability benefits equal in amount to 60% of his/her basic annual rate of pay as shown on his/her yearly contract then in effect less any wages paid from worker's compensation or from the Town or its insurer for police personnel heart disease or hypertension disability under Sec. 7-433c of the Connecticut General Statutes, Revision of 1958, as amended. Such benefits shall be payable directly from the pension fund and shall be payable monthly commencing on the first of the month following the determination of such disability. Union agrees to consider a new package for disability insurance as presented by the Town's experts.

25.34 Cessation of Disability Benefit. Upon the Participant's attainment of his/her Normal Retirement Date, disability benefits will immediately cease and Retirement Annuity payments will begin. In no event,

however, will the Retirement Annuity payments received be less than the Participant was receiving as disability benefits.

PART F - BENEFITS IN THE EVENT OF DEATH

25.35 Death Before Annuity Commencement Date. Except as provided in paragraph 25.38 below, if a Participant dies prior to his/her Annuity Commencement Date or Normal Retirement Date, whichever is earlier, benefits will be payable in accordance with (a), (b), or (c) below:

(a) If such Participant meets the eligibility conditions of the Spouse Benefit, death benefit payments will be made in accordance with the terms of the Spouse Benefit, and no further benefit will be payable under this plan provided, however, that after the final death benefit payment is made, the Participant's Beneficiary will receive a refund in an amount equal to the excess, if any, of (i) over (ii), where

(i) is the Participant's Contributions and Prior Plan Contributions together with Credited Interest thereon to the date of his/her death, and

(ii) is the sum of death benefit payments made.

(b) If such Participant is not eligible for the benefit described in (a) above, his/her Beneficiary will become eligible to receive a refund to be paid directly from the pension fund. Such refund shall be in an amount equal to the Participant's Contributions and Prior Plan Contributions, if any, received by the Insurance Company, together with Credited Interest thereon to the date of his/her death.

(c) If a retirement option as described in paragraph 25.30 is in effect, the death benefit will be payable in accordance with the terms of such option, and no further benefit will be payable under this plan.

25.36 Eligibility. A participant shall be eligible for benefits under the Spouse Benefit if he/she has attained age twenty-five (25), has one (1) year of Service and has been married at least one (1) year to the same spouse.

25.37 Death on or After Annuity Commencement Date.

(a) Upon the death of a Participant (or, if the Contingent Annuitant option is in effect, upon the death of the survivor of the Participant and his/her Contingent Annuitant) on or after the Annuity Commencement Date applicable to the Participant's coverage, a refund will be payable to the Participant's Beneficiary, with respect to Retirement Annuity credited to the Participant's coverage. Such refund will be in an amount equal to the excess, if any, of the Participant's Contributions and Prior Plan Contributions, if any, received by the Insurance Company together with Credited Interest thereon to such Annuity Commencement Date over the sum of Retirement Annuity payments which have become payable in respect to the Participant's coverage.

(b) In the event the Ten Year Certain Option as described in GR-3019 is in effect with respect to a Participant's Retirement Annuity, (a) above will not be applicable.

25.38 Death Before Annuity Commencement Date and In The Line of Duty. If a Participant is married or has Dependent Children and his/her death shall occur in the line of duty, a death benefit shall be payable to his/her Spouse, or his/her Dependent Children (in the event such Participant has no legal spouse) as follows:

(a) With respect to a Participant whose Spouse or Dependent Children are eligible for benefits in accordance with the Spouse Benefit, the payment of such death benefit shall be handled jointly

under the Spouse Benefit and GR-3019. The yearly amount of benefit payable under the Spouse Benefit shall be that determined in accordance with such contract. The yearly amount of benefit payable under GR-3019 shall be equal to the excess of (i) over (ii) where

- (i) is 50% of such Participant's average rate of earnings during the last three (3) years of the Participant's employment with the Employer, exclusive of any severance pay or pay for accrued leave.
- (ii) is the yearly benefit payable under the Spouse Benefit.

Such benefit payments shall be payable in monthly installments.

- (b) With respect to a Participant whose Spouse or Dependent Children are not eligible for benefits under the Spouse Benefit, the yearly amount of such death benefit shall be equal to 50% of the Participant's annual basic rate of pay as shown on the collective bargaining contract then in effect, to be paid entirely from the pension fund established under GR-3019. Such benefit shall be payable in monthly installments.

That portion of such death benefit payable under the Spouse Benefit shall be subject to the terms of the Spouse Benefit.

After the final death benefit payment is made in accordance with (a) or (b) above, the Participant's Beneficiary will receive a refund in an amount equal to the excess, if any, of (i) over (ii) below, where

- (i) is the Participant's Contributions and Prior Plan Contributions together with Credited Interest thereon to the date of his/her death, and
- (ii) is the sum of death benefit payments made.

25.39 Dependent Children. For the purposes of this Article the term Dependent Children shall mean those born of the Participant, or legally adopted by him, or the Participant's stepchildren living with him in a normal parent-child relationship. Such children shall be unmarried, primarily dependent on the Employee for support and under 23 years of age.

25.40 Cessation of Death Benefits. That portion of such death benefit payable under GR-3019 shall cease to be payable to the Participant's Spouse under the earlier of her remarriage or death. Upon the death of the Spouse such death benefit shall continue in equal shares to any Dependent Children, as defined above. All payments to Dependent Children shall cease when such children can no longer be defined as Dependent Children, or upon the death of such children.

25.41 Beneficiary.

- (a) If any benefits to a Beneficiary may become payable in respect to a Participant's coverage, the Participant will designate a Beneficiary and may change from time to time his/her designation of Beneficiary by filing with the Employer written notice thereof on a form satisfactory to the Employer. Such designation or change of designation of Beneficiary shall take effect as of the date of execution of such notice whether or not the Participant be living at the time of such receipt but without prejudice to the Employer and/or Insurance Company on account of any payments made by the Insurance Company before receipt of such notice at its Home Office.
- (b) In case of death, any benefits hereunder payable to a Beneficiary will be paid to the Payee most recently designated by the Participant as Beneficiary provided the name of the Beneficiary has been filed with the Insurance Company. If no name has been filed or if the named Beneficiary does not survive the participant, the benefits which would have otherwise been paid

to the named Beneficiary shall, at the option of the Insurance Company, be paid as follows: first to the Participant's widow or widower, if living; then to surviving children, if any, in equal shares; or, if not to any of the aforementioned, then to the executor or administrator of the Participant.

(c) Payment made to any person set out in the preceding paragraph will release the Employer and/or the Insurance Company from all further liability to the extent of such payment.

- 25.42 Commutation. If the Beneficiary designated is the executor or administrator of the Participant or a corporation, association, partnership or trustee, any Retirement Annuity payments to which the beneficiary becomes entitled will be commuted and paid in one sum. If a Beneficiary dies after having become entitled to receive Retirement Annuity payments, any remainder of such payments will, unless otherwise provided by the Participant, be commuted and paid in one sum to the executor or administrator of the Beneficiary. A Participant may elect that any Retirement Annuity payments to which his/her Beneficiary becomes entitled will be commuted and paid in one sum; or, in the absence of such election and unless otherwise provided by the Participant, a Beneficiary who is entitled to receive the Retirement Annuity payments may elect that the remainder of such payments be commuted and paid in one sum. Any such commutation will be made at the rate of interest, compounded annually, used in computing the annuity purchase liability or the premium paid for the Retirement Annuity.

PART G - TERMINATION OF EMPLOYMENT BENEFITS

- 25.43 Cash Refund on Termination of Employment. On or after his/her Early Retirement Date or Termination of Employment and before his/her Annuity Commencement Date, a Participant may elect to receive a cash refund, to be paid directly from the pension fund, in an amount equal to the Participant's contributions and Prior Plan Contributions, if any, with Credited Interest thereon to the date the election is made. Such an election shall be made by written notice filed with the Insurance Company at its Home Office. Articles V and VII shall be of no force and effect with respect to a Participant who makes such an election.
- 25.44 Retirement Annuity Commencing on Normal Retirement Date. With respect to a Participant who has not elected to receive a refund of contributions as described in paragraph 25.43 above, upon such Participant's Termination of Employment on or after the Effective Date but prior to his/her Normal Retirement Date, if he/she has a Vesting Percentage other than 0% as defined in paragraph 25.19, such Participant shall be entitled to receive an annual Retirement Annuity to commence on his/her Normal Retirement Date, equal to the amount of annual Retirement Annuity determined in accordance with Article V based upon his/her Service in the Eligible Class to the date of Termination of Employment. For Participants hired after October 1, 2013, for purposes of this section Normal Retirement Date shall be the first of the month coinciding with or next following the Participant's 50th birthday.

PART H - CONTRIBUTIONS AND FUNDING

- 25.45 Cost of the Pension Plan. The cost of providing the benefits payable under this Plan will be shared by the Employer and the Participants.
- 25.46 Participant Contributions. During each calendar year a Participant's Contributions shall be deducted by the Employer from the earnings (as shown on the Participant's W-2 Form) received by the Participant during such calendar year while he/she has a payroll deduction order in effect and is in the Eligible Class and has not attained his/her Annuity Commencement Date, in an amount equal to 7.5% of such earnings effective and retroactive to July 1, 2013. Thereafter, the amount of the Participant contributions will increase as follows: 8.0% of earnings effective July 1, 2014; 8.5% of earnings effective July 1, 2015; and 9.0% of earnings effective July 1, 2016. Such Participant Contributions, shall receive Credited Interest in accordance with paragraph 25.21.

25.47 Employer's Contributions.

- (a) In addition to Participant contributions, the Employer shall pay to the Insurance Company for the purpose of providing benefits under this Plan any such remaining sums as shall be required under accepted actuarial principles to maintain the Plan on a sound actuarial basis and to meet any additional expenses incident to the operation and management of the Plan. In determining the amount of contributions payable by the Employer hereunder, the Employer may accept the actuarial computations of the Insurance Company or such other computations as are in accordance with accepted actuarial practice and are acceptable to the Internal Revenue Service. Such contributions shall be made at such times as the Insurance Company may determine, shall be paid to the Insurance Company for application under GR-3019 and shall be held and administered in accordance with and subject to the terms and provisions of GR-3019.
- (b) The pension fund established pursuant to the terms of this plan and GR-3019 shall be held for the exclusive benefit of Participants and their beneficiaries and, except in the case of actuarial error, no part of such fund shall revert to the Employer or be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their beneficiaries. Any credit for forfeiture which may arise under this Plan shall not be applied to increase the benefits any Participant might receive, but shall be credited, when available, as a consideration in determining contributions to be made by the Employer.

25.48 Funding. As of the Effective Date, GR-3019 shall provide for the establishment of a deposit administration fund in which contributions of the Employer will be accumulated and from which withdrawals will be made.

PART I - GENERAL PROVISIONS**25.49 Small Retirement Annuity.**

- (a) If any Retirement Annuity payments to a Participant or other payee would be less than \$10 monthly, payments may be made quarterly in advance at one-fourth the yearly amount.
- (b) If the Retirement Annuity payments to a Participant would amount to less than \$60 a year, the Participant may at any time be paid an amount equal to the reserve for such Retirement Annuity, determined on the basis of the same mortality table and rate of interest used in computing the premium therefor. Such payment shall be in full discharge of all liability of the Employer and/or Insurance Company in respect to the Participant's Coverage.

25.50 Proof of Survival. The Employer and/or the Insurance Company may require proof that the recipient of Retirement Annuity payments is living on each and every date on which any Retirement Annuity payment falls due. If such Proof is not furnished when requested, no Retirement Annuity Payment will be made until such proof is received.

25.51 Proof of Death. The Employer and/or the Insurance Company may require proof of death of a Participant or other individual when payment of benefits in respect to the Participant's coverage contingent upon such death. If such proof is not furnished when requested, no benefits will become payable until such proof shall have been received.

25.52 Facility of Payment. If, in the judgement of the Employer and/or the Insurance Company, any payee is legally, physically or mentally incapable of personally receiving and receipting for any payment due him, such payment or any part thereof may be made to any person or institution who, in the opinion of the Employer and/or the Insurance Company, is then maintaining or has custody of the payee, until claim is made by the duly appointed guardian or other legal representative of the payee. Such payments will constitute a full discharge of the liability of the Employer and/or the Insurance Company to the extent thereof.

- 25.53 Assignment. All payments, benefits and refunds hereunder to a Participant or other payee are for the support and maintenance of such payee, and shall not be assigned, commuted (except as may be provided herein), or anticipated, and shall be free from the claims of all creditors to the fullest extent permitted by law.
- 25.54 Connecticut Law to Control. The validity of the provisions of this Plan shall be determined under, and the said provisions shall be construed according to, the laws of Connecticut.
- 25.55 Provision Relating to the Insurance Company. The Insurance Company shall not be required to take or permit any action contrary to the provisions of GR-3019 or be bound to allow any benefit or privilege to any person interested in any contract it has issued which is not provided in such contract; or be deemed to be a party to this Plan for any purpose, except as specifically provided in its contracts; or be responsible for the validity of this Plan; or be required to look into the terms of this Plan or question any act of the Employer hereunder; or be required to see that any action of the Employer is authorized by this Plan.

PART J - OPTIONAL PARTICIPANT BUY-IN RIGHTS

- 25.56 Qualification and Benefit. Any participant shall, at his or her option, be allowed to supplement retirement income benefits by applying credit for special types of service specified herein as Eligible Time. These optional benefits shall not advance the Participant's Normal Retirement Date. Such optional benefits are to be purchased entirely with funds provided by said Participant and will in no way create any additional financial liability to the Town of Newington.
- 25.57 Eligibility. All Participants as defined herein are eligible to exercise the option described in this article.
- 25.58 Eligible Time. The Eligible Time shall mean:
- (a) all periods of full time, permanent-status employment with the Town of Newington in a unit or Department other than the Police Department;
 - (b) any service as a member of the Armed Forces of the United States;
 - (c) actual time worked as a supernumerary police officer in the Newington Police Department. The periods of Eligible Time shall be certified jointly by the president of Local 443 IBPO and the Chief of Police.

PART K - APPROVAL AND LIMITATIONS ON BENEFITS

- 25.59 Internal Revenue Service Approval. This Plan is contingent upon and subject to obtaining, and retaining, such approval of the Commissioner of Internal Revenue or his/her authorized representative as may be necessary for this Plan to be considered qualified under Section 401(a) of the Federal Internal Revenue Code, as amended. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify this Plan as a plan meeting the requirements of Section 401(a) of the Federal Internal Revenue Code, as amended or any other applicable provisions of the Federal tax laws, as amended, and any regulations issued thereunder.
- 25.60 Limitations on Account of Special Treasury Restrictions. Any other provision of this Plan to the contrary notwithstanding, if at any time this Plan shall be terminated or the full current costs hereof shall not be met, benefits thereafter payable hereunder to any Participant determined to be a Restricted Participant in accordance with the terms of GR-3019 (certain of the more highly compensated Participants) shall be limited to his/her unrestricted benefits at such time as determined in accordance with the terms of GR-3019. If at any time thereafter the contributions of the Employer shall be sufficient to meet the full current costs hereof, the benefits previously withheld from such employee on account of the preceding provisions of this Article may thereupon be paid to

him or for his/her benefit or account in any manner designated by the Employer, approved by the Insurance Company, and not found by the United States Commissioner of Internal Revenue to fail to meet the requirements of Section 401(a) of the Federal Internal Revenue Code. Solely for the purpose of this Article any change in the terms of the Plan resulting in a substantial reduction in Employer costs shall have the same effect as a termination of the Plan unless the United States Commissioner of Internal Revenue has ruled that such change will not result in the failure of the Plan to meet the requirements of said Section 401(a). This part is included herein so that the Plan shall conform to the requirements of Section 1.401-4(c)(2) of the Federal Income Tax regulations.

PART L - ADMINISTRATION OF THE PLAN

- 25.61 **Administration and Dispute.** The Employer shall be responsible for the administration of the Plan. Any grievances or disputes with respect to the administration of benefits shall be processed through the grievance procedure provided by the contemporary working agreement between the Employer and the Union.

ARTICLE XXVI. SAVINGS CLAUSE

- 26.0 If any Article or any Paragraph of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Paragraphs or portions thereof which shall be valid.

ARTICLE XXVII. DURATION AND WAGES

- 27.0 This Agreement shall be effective as of July 1, 2017. Persons retired under pension plan GR3019 as of June 30, 1986, will receive benefit increases equal to one half the negotiated base wage levels of the full time officers except that persons hired after October 1, 2013 who subsequently retire from the Newington Police Department will not receive benefit increases equal to one half the negotiated base wage levels of the full time officers. The contract, as amended and extended on the date executed below, shall remain in full force and effect until the 30th day of June, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

Notwithstanding the above, the parties agree that should the Town, at its sole discretion, determine that it will enter into a regionalization agreement for the dispatching function for the Town, the parties agree to reopen negotiations solely for the purpose of negotiating the impact, if any, of the Town's regionalization decision.

In Witness Whereof the Parties have caused their names to be signed on this of 1 day of May, 2018.

THE TOWN OF NEWINGTON

Its Duly Authorized Representative

5-24-18

Date

LOCAL 443, IBPO



Its Duly Authorized Representative

5

Date



5/24/18

Date



5/24/18

Date



1

Date

Date

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		APPENDIX A-1						
		TOWN OF NEWINGTON LOCAL 443, IBPO Effective July 1, 2017 - December 31, 2017 (1.0%)						
Code	Step: Months in Grade:	00 0-9	1 0-12	2 13-24	3 25-38	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		55,573 2,137 26.7182	58,696 2,258 28.2196	61,303 2,357 29.4730	64,487 2,480 31.0036	67,550 2,597 32.4757	
SRPSD SRCCO	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							71,126 2,736 34.1958
REC	RECRUIT Annual Biweekly Hourly	62,912 2,420 30.2457						
PO	POLICE OFFICER Annual Biweekly Hourly		67,640 2,601 32.5196	72,218 2,779 34.7206	77,190 2,968 37.1110	81,617 3,139 39.2392	86,348 3,321 41.5130	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							90,803 3,493 43.6557
DET	DETECTIVE Annual Biweekly Hourly							92,170 3,545 44.3116
POSRG	POLICE SERGEANT Annual Biweekly Hourly		<u>Initial</u>		<u>End of Year 1</u>			
			94,593 3,638 45.4777		100,445 3,863 48.2910			
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		106,084 4,080 51.0022		109,875 4,226 52.8242			

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

APPENDIX A-2

TOWN OF NEWINGTON
LOCAL 443, IBPO
Effective January 1, 2018 - June 30, 2018 (1.0%)

Code	Step: Months in Grade:	00 0-9	1 0-12	2 13-24	3 25-36	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		56,129 2,159 26.9854	59,283 2,281 28.5018	61,916 2,381 29.7677	65,132 2,504 31.3136	68,226 2,623 32.8005	
SRPSD SRCCO	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							71,837 2,763 34.5378
REC	RECRUIT Annual Biweekly Hourly	63,541 2,444 30.5482						
PO	POLICE OFFICER Annual Biweekly Hourly		68,316 2,627 32.8448	72,940 2,806 35.0678	77,962 2,998 37.4821	82,433 3,170 39.6316	87,211 3,354 41.9281	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							91,711 3,528 44.0923
DET	DETECTIVE Annual Biweekly Hourly							93,091 3,581 44.7547
POSRG	POLICE SERGEANT Annual Biweekly Hourly		<u>Initial</u>		<u>End of Year 1</u>			
			95,538 3,674 45.9325		101,449 3,902 48.7739			
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		107,145 4,121 51.5122		110,974 4,268 53.3524			

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

		APPENDIX A-3						
		TOWN OF NEWINGTON						
		LOCAL 443, IBPO						
		Effective July 1, 2018 - June 30, 2019 (2.25%)						
Code	Step: Months in Grade	00 0-9	1 0-12	2 13-24	3 25-36	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		57,392 2,208 27.5926	60,617 2,332 29.1431	63,309 2,435 30.4375	66,597 2,560 32.0182	69,761 2,682 33.5385	
SRPSD SRCCO	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							73,454 2,825 35.3149
REC	RECRUIT Annual Biweekly Hourly	64,971 2,499 31.2355						
PO	POLICE OFFICER Annual Biweekly Hourly		69,853 2,686 33.5838	74,581 2,869 35.8568	79,716 3,065 38.3254	84,288 3,241 40.5233	89,173 3,429 42.8715	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							93,774 3,607 45.0844
DET	DETECTIVE Annual Biweekly Hourly							95,186 3,662 45.7617
POSRG	POLICE SERGEANT Annual Biweekly Hourly		Initial	End of Year 1				
			97,688 3,757 46.9660	103,732 3,990 49.8713				
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		109,556 4,214 52.6712	113,471 4,364 54.5528				

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

APPENDIX A-4

TOWN OF NEWINGTON

LOCAL 443, IBPO

Effective July 1, 2019 - December 31, 2019 (1.25%)

Code	Step: Months in Grade:	00 0-9	1 0-12	2 13-24	3 25-36	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		58,109 2,236 27.9375	61,375 2,361 29.5074	64,100 2,465 30.8180	67,430 2,592 32.4184	70,633 2,716 33.9577	
SRPSD SRCCO	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							74,372 2,860 35.7563
REC	RECRUIT Annual Biweekly Hourly	65,783 2,530 31.6259						
PO	POLICE OFFICER Annual Biweekly Hourly		70,726 2,720 34.0036	75,513 2,905 36.3050	80,713 3,103 38.8045	85,341 3,282 41.0298	90,288 3,472 43.4074	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							94,947 3,652 45.6480
DET	DETECTIVE Annual Biweekly Hourly							96,375 3,708 46.3337
POSRG	POLICE SERGEANT Annual Biweekly Hourly		<u>Initial</u>		<u>End of Year 1</u>			
			98,909 3,804 47.5531		105,028 4,040 50.4947			
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		110,925 4,267 53.3296		114,889 4,419 55.2347			

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

APPENDIX A-5

TOWN OF NEWINGTON

LOCAL 443, IBPO

Effective January 1, 2020 - June 30, 2020 (1.25%)

Code	Step: Months in Grade:	00 0-9	1 9-12	2 13-24	3 25-36	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		58,835 2,264 28.2867	62,142 2,391 29.8762	64,901 2,496 31.2032	68,273 2,624 32.8236	71,516 2,750 34.3822	
SRPSD SRCCO	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							75,302 2,896 36.2033
REC	RECRUIT Annual Biweekly Hourly	66,605 2,562 32.0212						
PO	POLICE OFFICER Annual Biweekly Hourly		71,610 2,754 34.4286	76,457 2,941 36.7588	81,722 3,142 39.2896	86,408 3,323 41.5427	91,417 3,515 43.9500	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							96,134 3,698 46.2186
DET	DETECTIVE Annual Biweekly Hourly							97,580 3,754 46.9129
POSRG	POLICE SERGEANT Annual Biweekly Hourly		<u>Initial</u>		<u>End of Year 1</u>			
			100,145 3,852 48.1475		106,341 4,091 51.1259			
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		112,312 4,320 53.9962		116,325 4,474 55.9251			

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

APPENDIX A-6

TOWN OF NEWINGTON

LOCAL 443, IBPO

Effective July 1, 2020 - June 30, 2021 (2.5%)

Code	Step: Months in Grade:	00 0-9	1 0-12	2 13-24	3 25-36	4 37-48	5 49-60	6 120+
PSD CCO	PUBLIC SAFETY DISPATCHER CANINE CONTROL OFFICER Annual Biweekly Hourly		60,306 2,321 28.9939	63,696 2,451 30.6231	66,524 2,558 31.9833	69,980 2,690 33.6442	73,304 2,819 35.2418	
SRPSD SRCCQ	SR. CANINE CONTROL OFF. SR. PUBLIC SAFETY DISP. Annual Biweekly Hourly							77,185 2,968 37.1084
REC	RECRUIT Annual Biweekly Hourly	68,270 2,626 32.8217						
PO	POLICE OFFICER Annual Biweekly Hourly		73,400 2,823 35.2893	78,368 3,015 37.6778	83,765 3,221 40.2718	88,568 3,406 42.5813	93,702 3,603 45.0488	
MSRPO	MASTER POLICE OFFICER Annual Biweekly Hourly							98,537 3,790 47.3741
DET	DETECTIVE Annual Biweekly Hourly							100,020 3,848 48.0857
POSRG	POLICE SERGEANT Annual Biweekly Hourly		<u>Initial</u> <u>End of Year 1</u>					
			102,649 3,948 49.3512		109,000 4,193 52.4040			
POLLT	POLICE LIEUTENANT Annual Biweekly Hourly		115,120 4,428 55.3461		119,233 4,586 57.3232			

New hires as Police Officer will start at Step 1 of the Recruit pay scale as outlined in Appendix A of this contract. Upon successful completion of the Field Training Program by the department, the recruit will advance to Step 1 as Police Officer until they reach the one (1) year anniversary date of hire. Each year thereafter they will advance to the next step until they reach maximum Police Officer wage.

APPENDIX B

Town of Newington

IBPO High Deductible Health Plan (HDHP) Design with Health Savings Account (HSA)

	Effective 7/1/2018	Effective 7/1/2019
Type of Plan	HDHP with HSA	HDHP with HSA
Referrals required	No	No
HSA Funding	60% of deductible	50% of deductible
In NetWork		
Deductible	\$2000/\$4000	\$2000/\$4000
Coinsurance	100%	100%
OOP Maximum	\$3000/\$6000	\$3000/\$6000
Preventive Care	0	0
Office visit copay	0% after Ded	0% after Ded
Specialist visit copay	0% after Ded	0% after Ded
Vision Exam	0% after Ded	0% after Ded
Allergy Services	0% after Ded	0% after Ded
Outpatient Rehab	0% after Ded	0% after Ded
Chiropractic	0% after Ded	0% after Ded
Therapy Services	0% after Ded	0% after Ded
Diagnostic Lab & X-ray	0% after Ded	0% after Ded
High Cost Diagnostic CAT,PET, MRI	0% after Ded	0% after Ded
Infertility Services		
Phase I	Covered per	Covered per
Phase II	State of CT	State of CT
Maximum	Mandate	Mandate
Walk-in Center	0% after Ded	0% after Ded
Emergency Room copay	0% after Ded	0% after Ded
Urgent Care copay	0% after Ded	0% after Ded
Outpatient Office surg copay	0% after Ded	0% after Ded
Inpatient Copay	0% after Ded	0% after Ded
Generl/Medical/Surgical	0% after Ded	0% after Ded
Behavioral Health	0% after Ded	0% after Ded
Substance Abuse/Detox	0% after Ded	0% after Ded
Rehabilitative	0% after Ded	0% after Ded
Skilled Nursing Facility	0% after Ded	0% after Ded
Hospice	0% after Ded	0% after Ded
Ambulance	0% after Ded	0% after Ded
Home Health Care	0% after Ded	0% after Ded
Lifetime Maximum	Unlimited	Unlimited
Out' of NetWork		
Deductible	Shared with In-Net	Shared with In-Net
Coinsurance	20%	20%
Out of Pocket Maximum	Shared with In-Net	Shared with In-Net
PrescriPtion Drugs		
Generic	\$5 after deductible	\$5 after deductible
Brand (Formulary)	\$10 after deductible	\$10 after deductible
Brand (Non-Formulary)	\$25 after deductible	\$25 after deductible
Mail Order	2x retail	2x retail
Calendar Year Maximum	Unlimited	Unlimited
Other Services		
Durable Medical Equipment	0% after Ded	0% after Ded
Prosthetics	0% after Ded	0% after Ded

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