

AGREEMENT
OF THE PARTIES
FOR A SUCCESSOR
AGREEMENT
BETWEEN THE
TOWN OF WINDHAM/WILLIMANTIC SERVICE DISTRICT
AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION/COPS UNIT #340
JULY 1, 2018 – JUNE 30, 2021

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This Agreement entered into by and between the Town of Windham/Willimantic Service District, State of Connecticut, hereinafter referred to as the Town, and the United Public Service Employees Union/COPS Division (UPSEU/COPS), Unit #340, hereinafter referred to as UPSEU/COPS or the Union, shall be effective upon execution by the parties.

WHEREAS, it is the purpose of this Agreement to establish and maintain harmonious relations, to secure a prompt and peaceful disposition of grievances within the provisions of this Agreement, to eliminate interruptions of work and interference with the efficient operation of the Police Department of the Town of Windham Willimantic Service District and to promote the welfare of Windham Willimantic Service District and to promote the welfare of the Town and the Union, and the employees of the Town;

NOW THEREFORE, in consideration of the mutual promises and obligations herein assumed and contained, the Town agrees that all conditions of employment relating to rates of pay, wages, hours of work, and other working conditions shall be maintained at not less than the highest maximum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE I – UNION RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for employees in the Police Department to include regular full-time uniformed and investigatory members of the Police Department, excluding the Chief of Police and the Second-in-Command.
- 1.2 The terms and provisions of this Agreement shall be binding upon the Town and the Union and each employee in the bargaining unit described herein.
- 1.3 It is agreed that no employee shall be discriminated against by the Town because of his/her activity in the Union. Except in the case of bona fide occupational qualifications, the Town and the Union agree there shall be no discrimination against employees because of race, creed, color, national origin, disability, sex, sexual orientation, marital status, age, or religious beliefs.

If an employee claiming a violation of this Article elects to proceed to an administrative agency or to Court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.

ARTICLE II – MANAGEMENT RIGHTS

- 2.1 The Police Department has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole right, responsibility and prerogative of management of the affairs of the Police Department and direction of the working forces, including, but not limited to the following:
- a. Pursuant to Article V, to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
 - b. To prescribe, issue, amend, revise, and enforce reasonable rules and regulations pursuant to Section 23.2, for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
 - c. To establish standards of performance of its employees.
 - d. To determine the mission of the department and the methods and means necessary to fulfill that mission.
 - e. To assign, direct, and transfer personnel.
 - f. To layoff or take other appropriate action because of lack of work or financial reasons.
 - g. To take all necessary actions to carry out its mission in emergencies.
- 2.2 The above rights, responsibilities, and prerogatives are inherent in the Town and its agents by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE III – UNION MEMBERSHIP AND CHECK-OFF

- 3.1 All employees in the bargaining unit, on or after the effective date of this Agreement, shall be required to become members of the Union upon completion of thirty (30) calendar days of employment or pay a service fee allowable by law and as a condition of employment maintain such status during the term of this Agreement.

- 3.2 The Town agrees to deduct from the weekly wages of employees in the bargaining unit an initiation fee and regular monthly Union dues or service fee, as properly authorized and uniformly required as a condition of membership, provided the Town receives voluntary individual authorizations signed by such employees in a form which has been agreed to by the Town and the Union. No deduction shall be made which is prohibited by applicable law.
- 3.3 The deduction of the monthly dues or service fees and initiation fees shall be made from the wages received by the employee. If insufficient wages are payable to him/her in such week, the Town shall have no further responsibility to make the deduction for such week.
- 3.4 The Town shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such month together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund promptly to the Town any initiation fees or dues found to have been erroneously or improperly deducted.
- 3.5 The Union shall agree to indemnify and save the Town harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken or any inaction by the Town for the purpose of complying with any provisions of this Article.

ARTICLE IV – UNION BUSINESS LEAVE

- 4.1 The members of the Union Bargaining Committee who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto. No more than four (4) employees and no more than two (2) on-duty from a shift.
- 4.2 The Grievant and any two (2) union representatives 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 employees are scheduled to be on duty. The Union Officers and/or Stewards shall be permitted to discuss official Union business with the following:
 - a. Employees during working hours provided that discussions are limited to ten (10) minutes and only after obtaining permission from the shift commander and if it does not interfere with his/her assigned duties.
 - b. Chief of Police or his/her designee during their working hours by appointment.

- c. Employees prior to reporting on duty or following reporting off duty if it does not conflict with roll call.
- 4.3 Union Officers and/or Stewards shall be granted time off from scheduled duty to attend Union functions or to attend to Union business, not to exceed a total of twenty (20) man days in any twenty-four (24) calendar months. Requests for such leave must be made at least one (1) week in advance, and shall be limited to no more than two (2) employees from any shift.
- 4.4 At least one (1) employee of the on-duty shift may attend monthly Union meetings. This representative shall be selected by the Union with the agreement of the Shift Commander and at its request more than one (1) employee may be allowed to attend any one (1) meeting, but no more than one (1) at a time.

ARTICLE V – SAFETY

- 5.1 The Town shall recognize a Safety Committee which shall consist of two (2) persons. One (1) will be a member appointed by the Union, the other will be an employee appointed by the Town. There shall be a Safety Committee meeting on a monthly basis to review issues of concern that are safety related. Such meetings will be scheduled at no overtime cost to the department.
- 5.2 To insure the safety of the public and the police officers within the Town of Windham and all other persons who may have occasion to be transported in a police cruiser, the following shall apply:
 - a. No police officer shall be required to operate a vehicle in the performance of any police function when, in the judgment of the Safety Committee or in the judgment of the shift commander further operation of that vehicle is unsafe.
 - b. At all times, all mechanical equipment, including tires on police vehicles, shall be kept in good working order. If a defect of major proportion exists on a vehicle, such vehicle shall not be operated until such defect has been corrected except in cases of extreme emergency. The minimum safety standards used in this case are standards required by the Department of Motor Vehicles, State of Connecticut.
 - c. All emergency equipment such as sirens, emergency lights, first aid equipment, fire extinguisher, flares, and a suitable radio must be in good working order.
 - d. It is to be the responsibility of whoever operates the vehicle to bring the defect to the attention of the Chief of Police or his/her designee in writing on the form designated by the department.

- 5.3 The Safety Committee shall function to insure that the highest standards of safety in operation and cleanliness in maintenance are followed by maintaining suitable and proper sanitary, ventilating, cleaning, and safety facilities and equipment. Committee members shall be authorized individually or jointly to investigate any complaint regarding these standards. The Union shall have the right to replace its appointee.
- 5.4 Any recommendations of this Committee as to safety matters shall be made to the Chief of Police or his/her designee. Any recommendations of this Committee which are not acted upon within a reasonable time will be subject to the Grievance Procedure.
- 5.5 Employees shall not be required to shovel snow, hand wash police cars, change tires, install or remove chains, make mechanical repairs or any other non-police duties, except in an emergency or as the parties may agree in writing.
- 5.6 No police officer will be required or permitted to work more than eighteen (18) hours within any twenty-four (24) hours period unless this restriction is extended by mutual agreement between the Town and the Union.

ARTICLE VI – GRIEVANCE PROCEDURES

- 6.1 A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.
- 6.2 Grievances shall be handled in the following manner:
- Step 1 Any employee or the Union with a grievance shall reduce the grievance to writing. The grievance must be submitted and received by the Chief of Police or his/her designee within fifteen (15) working days from the date of the event giving rise to the grievance. The Chief of Police or his/her designee shall submit his/her decision in writing to the aggrieved employee and the Union within fifteen (15) working days of receipt of the grievance.
- Step 2 If the Union is not satisfied with the decision rendered by the Chief of Police or his/her designee, the Union shall submit the grievance in writing to the Human Resources Director. The grievance must be submitted and received within fifteen (15) working days from the date of the decision rendered in Step 1. The Human Resources Director and the Chief of Police or his/her designee shall meet with the Union within fifteen (15) working days of such request and answer the grievance within fifteen (15) working days after such meeting.

- Step 3 If the Union is not satisfied with the decision rendered and elects further processing, it shall submit the grievance to arbitration by giving written notice to the Human Resources Director for the Town. The grievance must be submitted and received within fifteen (15) working days of the Step 2 decision. The Town shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Town wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within fifteen (15) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Town does not so notify the Union within such time period, the Town shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than fifteen (15) working days after receipt of notice from the Town designating its selection of an arbitration agency, or, in the event no such notice is received, within fifteen (15) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Human Resources Director.
- Step 4 The State Board of Mediation or the American Arbitration Association, as designated, shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Town, the employee(s), and the Union. Cost of arbitration excluding attorneys' fees shall be equally borne by the Town and the Union, except that if the Town selects the American Arbitration Association to hear a grievance concerning anything other than a termination or a suspension of fifteen (15) days or more, the Town shall pay the American Arbitration Association's administrative fees and the arbitrator's fees.
- 6.3 When the Town fails to render a decision within the time limits specified in the grievance procedure, it shall be deemed denied and the Union may proceed to the next step of the grievance procedure.
- 6.4 Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.
- 6.5 Employees and the Union shall have the right and choice of representation at any step of the grievance procedure. Any employee may request Union representation at any investigative interview which he/she reasonably anticipates may lead to disciplinary action against him/her, as prescribed by applicable decisions of the State Board of Labor Relations.

- 6.6 The Union shall be entitled to submit grievances in the name of the Union concerning violations of this Agreement.
- 6.7 Any grievance not presented in writing to the Chief of Police within fifteen (15) working days after the first occurrence of the event or condition giving rise to the grievance shall be waived.
- 6.8 Mediation may be used after the third step, if the Union or the Town so requests mediation. In such event, a request for arbitration must be made within twenty (20) working days after mediation is held.
- 6.9 For the purposes of this Article VI and Article VII, a "working day" shall be defined as any day, Monday through Friday, which the Town of Windham Town Hall is open for business.

ARTICLE VII – DISCHARGE, DISCIPLINE AND CIVILIAN/INTERNAL COMPLAINTS

- 7.1 The Town shall not remove, dismiss, discharge, suspend, fine, or reduce in rank any employee in the bargaining unit, except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedure.
- 7.2 All civilian complaints alleging employee misconduct shall be investigated in accordance with Public Act No. 14-166
- 7.3 The Union President and the employee involved shall be informed immediately of such complaint with a copy to the employee and the President of the Union. As used in this Article, the term "complaint" shall not apply to any allegation by a supervisor that an employee's performance has been deficient or that the employee has engaged in misconduct.
- 7.4 The investigation shall include the opportunity for the employee involved to be heard with respect to the charges against him/her.
- 7.5 Employees shall be advised of their right to Union representation prior to any interview and shall have a reasonable amount of time to obtain such representation prior to any questioning.
- 7.6 Upon completion of an investigation, the Chief of Police shall inform the officer and the Union President expeditiously whether or not disciplinary action will be taken. A

complete copy of the investigation report, including a written conclusion, shall be given to the Union and the officer involved, regardless of the outcome, within three (3) working days of completion.

- 7.7 No employee shall be ordered to provide any self-incriminating statements.
- 7.8 Nothing in this Article shall prevent the Chief of Police from reassigning or placing an officer on administrative leave with pay pending an investigation. In cases where an employee is charged with a felony crime, the Town may place the employee on administrative leave, without pay, pending an investigation.
- 7.9 If a false complaint or allegation is made against any employee, the Chief of Police shall meet with the Union President or his/her designee and the employee involved to review the charges and discuss whether the matter should be reviewed by appropriate prosecutorial authorities.
- 7.10 If any report which concerns a violation of department rules and regulations is placed in the employee's personnel file, the employee and the Union shall be given a copy of said report.

ARTICLE VIII – NEW EMPLOYEES

- 8.1 The Town may hire new employees on the open labor market.
- 8.2 New employees shall be on a probationary period from the date of hire through the completion of the department's Field Training Officer (FTO) program, plus an additional three (3) months and shall be subject to discharge for any reason by the Town (during this probationary period) without recourse to the grievance and arbitration provisions of this Agreement. For purposes of this provision, the aforementioned probationary period does not include periods in which the employee is on Workers' Compensation leave, FMLA leave and/or any other paid or unpaid leave.
- 8.3 New employees shall not be entitled to departmental or special duty overtime until they have completed their FTO program. New employees shall be eligible for Union membership upon completion of thirty (30) days of employment.
- 8.4 New employees shall be evaluated by their Field Training Officer (FTO) and shift supervisor during their probationary period. The Patrol Commander is the Field Training Coordinator and shall review evaluations with the Field Training Officer (FTO) and shift supervisor at least once every two (2) weeks during the ten-week field training program, to evaluate job performance and ensure department training objectives are being attained.

Unsatisfactory job performance or deficient job performance may be reviewed on a more frequent basis at the request of the FTO and/or the shift supervisor with approval by the Field Training Coordinator.

- 8.5 The Town agrees to pay wages, provide benefits, and reimburse/pay for equipment expenses related to the training and education of employees during the POST C Academy Basic Training Course (ABTC). The parties acknowledge that the aforementioned training and education is valuable consideration, enhancing employees' employment opportunities and, therefore, agree that any employee who voluntarily resigns and performs law enforcement actively during the termination period set forth in Section 8.6 below shall reimburse the following percentage of payments made by the Town, either by direct payment or by deducting of the appropriate amount, from said employee's terminal pay and/or benefits (e.g., accrued, but unused leave, uniform allowance, reimbursements, etc.), in accordance with § 8.6. Notice of this obligation shall be given to the employee in writing, with the conditional offer of employment, and the employee shall acknowledge via signature that the employee has received, read, and understands this notice.
- | | | |
|-----|---|---------------|
| 8.6 | <u>Termination Period</u> | <u>Refund</u> |
| | Employee leaves within one (1) year from completion date of course | \$15,000 |
| | Employee leaves within two (2) years from completion date of course | \$10,000 |
- 8.7 Overtime for employees attending POST C Academy Basic Training Course (ABTC) shall be time and one-half (1 ½) of their regular hourly rate as established in Article XIII of this Agreement for any hours worked in excess of 171 hours in any 28 day pay period. Employees must record all hours actually worked each week and submit their time records for review and processing. Hours actually worked do not include, for example, meals, classes mandated by neither the Academy nor department, or voluntary activities such as family night or graduation programs. The Town shall be entitled to fully utilize the 7K exemption, 29 CFR Part 5532.

ARTICLE IX – SENIORITY

- 9.1 The Police Department shall furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such list. Said list shall also be given to the Union President not less than annually.
- 9.2 Seniority for employees in the bargaining unit shall be defined as the total length of continuous service with the Police Department (City of Willimantic and Town of Windham) since the employee's most recent date of hire.

- 9.3 Seniority shall be broken only by discharge for just cause, resignation or voluntarily quit, unauthorized absence without valid reason, or layoff in excess of the recall period under Section 4 of this Article.
- 9.4 In the event of a reduction in the workforce, the employee(s) with the least seniority shall be laid off first. Rehire shall be in reverse order of layoff for a period of two (2) years beginning with the day of layoff.

ARTICLE X – FUNERAL LEAVE

- 10.1 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, domestic partner, parent, step-parent, legal guardian, child, or grandchild.

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

Father-in-law	Grandfather
Mother-in-law	Grandmother
Brother	Brother-in-law
Sister	Sister-in-law
Son-in-law	Daughter-in-law
Step-child	Other person domiciled in employee's household

In the case such relative's death and burial takes place at a distant location, and the employee does not attend, one (1) special day off with pay will be granted.

- 10.2 a. One (1) employee selected from a rotating seniority list shall receive one (1) day off with pay to attend the funeral of a police officer in Connecticut, Massachusetts, Rhode Island, New Hampshire, Vermont, Maine, New York, or New Jersey provided manpower requirements are met. This provision shall apply to no more than five (5) funerals each calendar year. This limit may be expanded at the discretion of the Chief of Police or his/her designee.
- b. Other employees may attend the funeral of a police officer in Connecticut, Massachusetts, Rhode Island, New Hampshire, Vermont, Maine, New York, or New Jersey and shall be released from duty to travel to and from and to attend the funeral of the police officer whenever manpower requirements have been met, provided there is no cost to the department.

- 10.3 Any situation not covered by this Article shall be at the discretion of the Chief of Police and not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XI – HOLIDAYS

- 11.1 The following holidays shall be recognized as being within the terms of this Agreement:

New Year's Day (January 1st) - 1st Shift	
New Year's Eve (December 31st) - 2nd & 3rd Shifts	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Easter Sunday	Day After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

When any of the above holidays are observed on an employee's regularly scheduled work day, Sunday through Saturday inclusive, such employee, if he/she does not work, shall be entitled to pay at his/her regular straight-time hourly rate for the number of straight-time hours he/she has not been permitted to work by reason of the observance of the holiday. Such pay will be called "Holiday Pay."

- 11.2 All work performed on the above holidays will be paid for at one and one-half times (1 ½) the employee's regular hourly rate of pay in addition to his/her Holiday Pay. The employee may elect, with the approval of the Chief of Police, to take a compensatory day off at a later date in lieu of receiving one and one-half (1 ½) times his/her regular rate for working. In this instance such compensatory day shall be twelve (12) hours at straight time.

In the event an employee works beyond his/her normal shift on a holiday, or a special duty assignment for a private contractor, he/she will receive additional Holiday Pay (paid at his/her straight-time hourly rate) for all hours worked.

Employees who voluntarily work a grant on a holiday (i.e., DUI, Click-It or Ticket, Distracted Driving, etc.) are not eligible for additional Holiday Pay, regardless if they worked their normal shift on a holiday or not.

- 11.3 When a holiday is observed while an employee is absent on authorized sick leave, no charge against his/her accrued sick leave will be made for that day. He/She shall receive Holiday Pay instead.

- 11.4 Should a holiday fall on an employee's regular day off, said employee shall be granted Holiday Pay for that day or, in the alternative, another compensatory day off, at a time mutually agreeable to the Chief of Police and the employee.
- 11.5 Should a Holiday occur during an employee's paid vacation, said employee shall be granted Holiday Pay for that day, or, in the alternative, another compensatory day off at a time mutually agreeable to the Chief of Police and the employee.

ARTICLE XII – VACATIONS

- 12.1 Employees shall be entitled to vacations with full pay on the following basis:

<u>SERVICE (Years Completed)</u>	<u>ANNUAL VACATION WITH PAY</u>
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	4 weeks + 1 day
17 years	4 weeks + 2 days
19 years	4 weeks + 3 days
21 years	4 weeks + 4 days
23 years	5 weeks

The employee's anniversary date of employment on the above years of service shall be used to compute annual vacation. During the first year of employment employees shall earn one (1) day's vacation per month (to a maximum of ten (10) days).

In the event an employee elects not to fully utilize his/her vacation time prior to his/her anniversary date, he/she may carry over up to two (2) weeks of vacation time to be used within ninety (90) days after the employee's anniversary date. The employee shall not be paid for unused time that he/she elects to carry over and does not use within the specified time.

- 12.2 Seniority, as defined in Section 9.2, shall govern in choosing vacation and employees in the bargaining unit may take their vacation in accordance with established schedules. Employees shall make their selection of summer vacation for periods of one (1) week or more according to seniority. Said selection shall be submitted in writing prior to May 1st of each year. Summer vacation periods shall be between Memorial Day and Labor Day. The Chief of Police may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department. Said limitation however, shall allow no more than two (2) patrol officers or one (1) patrol officer and one (1) Sergeant from each shift on vacation at one time. Employees shall make their selection

of holiday vacations according to seniority. This selection shall be submitted in writing prior to November 1st of each year. Holiday vacation periods shall be defined as the bid schedules encompassing the Thanksgiving to New Year period. During this period, employees shall bid their shift on a monthly basis.

- 12.3 Employees who have completed at least one (1) full year of service who terminate in good standing or retire shall be granted vacation leave that has accrued up to the effective date of such action. An employee shall give the Chief of Police notice of such resignation at least fifteen (15) calendar days in advance of its effective date.
- 12.4 Upon the death of an employee, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive said compensation due the employee.
- 12.5 Vacation pay shall be equal to forty (40) hours of regular straight-time pay for a week.
- 12.6 Vacations may start on any day of the week if the employee is taking a full week or more of vacation, and provided each vacation week shall not include more than five (5) working days off with pay.
- 12.7 Employees who are entitled to two (2) or more weeks of vacation may take vacation in units of less than a full week at a time provided such vacation shall be no less than one (1) day at a time and provided the approval of the Chief of Police is obtained.

ARTICLE XIII – HOURS OF WORK AND OVERTIME

- 13.1 The regular workweek shall be forty (40) hours per week in eight (8) hour periods on five (5) consecutive days.
 - A. Employees who have completed one (1) year of service following their graduation from the Academy and required field training, shall bid their shifts among the established shifts for each twenty-eight (28) day bid period to cover three (3) consecutive bid periods, hereinafter referred to as a cycle, in accordance with seniority. Patrol officers shall bid patrol officers' slots, Corporals shall bid only Corporal's spots, and Sergeants shall bid only Sergeants' slots. Lieutenants do not bid shifts as provided for in Section 13.1. Work schedules for Lieutenants shall continue to be assigned by the Chief of Police in accordance with the present practice. Job Assignments shall be assigned at the discretion of the Chief of Police, including for those employees who have not attained the aforementioned criteria.

- B. Seniority shall be determined from date of hire for patrol officers, and seniority for Corporals and Sergeants for bid-a-shift only shall be time in rank. If this results in equal seniority then the date of hire will determine seniority.
- C.
 - 1. 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 twenty-four (24) hours.
 - 2. 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.
- D. The next bid cycle will be posted on the twenty-eighth (28th) day of the current bid cycle for sign up. The membership agrees to bid the next bid cycle harmoniously within twenty-eight (28) days from the posting. All bargaining unit members will ensure prompt selection of the posted bids and each member shall make his/her selection within forty-eight (48) hours of their respective turn in the posting process or be placed in rotation as posted in the previous bid cycle by a unanimous vote of the Union Executive Board.
- E. Once twenty-eight (28) days of the sign-up period expires, should there be any employees that have not signed up for a shift, the Chief of Police or his/her designee may assign the empty slots by seniority.
- F. All officers shall advance to the next set of days off available in a forward rotation each bid period.
- G. Days off will remain paired as follows: Sunday/Monday, Tuesday/Wednesday, Wednesday/Thursday, Friday/Saturday, for patrol officers and Corporals; Sunday/Monday, Tuesday/Wednesday, Thursday/Friday, Friday/Saturday for Sergeants.
- H. There shall be two (2) slots open for each set of days on each shift for patrol officers, for a total of eight (8) slots available for each shift. When and if there are six (6) or more Corporals actively working, there shall be two (2) slots open for each set of days on each shift for patrol officers and Corporals, for a total of eight (8) slots available for each shift.
- I. Once an employee signs up for a slot, the employee must remain in that slot unless a voluntary swap is made with another employee.

A swap is an employee for an employee and the employee fulfilling the swap cannot take time off during the swap. If an employee is unavailable during an approved swap, he/she will not be eligible for another swap for thirty (30) days, and the employee who accepted the swap shall be responsible for filling the shift, either by coming in or obtaining another swap.

- J. Except for Lieutenants, swaps will be approved by the Chief of Police or his/her designee. Swaps cannot bring additional costs to the Town.
- K. The Chief of Police may order a second bid, and may thereafter order change in the assignments which result from any twenty-eight (28) day bid period, provided he/she has just cause for such action.

L. Workers' Compensation

- 1. Employees who are on Workers' Compensation and are on modified/light duty, will be assigned to other appropriate police work on a temporary basis if available and provided they are capable of performing the work within their physical limitations.
- 2. If more than one (1) employee is on modified/light duty on the same shift, the employees, by seniority, will have the choice of exchanging with any employee not on modified/light duty on either of the other two (2) shifts.
- 3. If no one accepts the above exchange, the Chief of Police or his/her designee shall exchange the least senior employee on modified/light duty with the least senior employee on one of the two remaining shifts. These employees will then be placed in each others' slots.

M. When a shift change occurs, officers working sixteen (16) hours in one (1) day on a voluntary shift change will not be paid overtime.

N. An employee shall not be moved from one platoon to another during any twenty-eight (28) day period for any reason except to cover unanticipated absences of five (5) days or more such as sick leave or injury leave, or modified/light duty. Such shift changes shall be accomplished first by volunteers, then by inverse seniority.

- 13.2 All work performed by employees in the bargaining unit, other than while at the POST C Academy Basic Training Course (ABTC), in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) of the employee's regular hourly rate of pay, except as herein provided.

- 13.3 There shall be eight (8) consecutive hours off duty between all shifts, unless overtime is paid, or unless on a voluntary shift change.
- 13.4 The substitution by one employee for another employee of his/her work shift is allowable with permission of the Chief of Police or shift commander. Such substitution shall not impose additional cost on the Town. Said permission shall not be unreasonably denied.
- 13.5 No Article or Section thereof in this Agreement shall prevent any employee of the department from holding outside employment, other than police duty, as long as such employment does not conflict with the employee's duties as a police officer, and as long as such employee has permission to do so from the Chief of Police. Said permission shall not be unreasonably denied.
- 13.6 Employees shall receive a meal allowance of \$10.50:
 - A. For eleven (11) hours or more worked in one (1) day on duty within the Town. When an employee has worked fourteen (14) hours or more, he/she shall be allowed two (2) meals.
 - B. Over five (5) hours of special duty call, with no loss of paid time.
- 13.7 Employees requested to report for duty at a time other than their assigned work shift will be assured of at least three and one-half (3 ½) hours at time and one-half (1 ½) pay for such reporting to the special duty. However, if an employee is called back to complete work which could have reasonably been performed during his/her regular duty tour, he/she shall receive no additional compensation.
- 13.8 Special duty (i.e., duty paid for by private contractors) shall be distributed among the regular officers if the Chief of Police is satisfied that all necessary beats and patrols are covered. Employees shall be entitled to a minimum of five (5) hours pay for all special duty, unless two (2) employees voluntarily split the special duty assignment. In these instances, the employees shall receive payment only for the actual hours worked (i.e., three (3) hours pay for working three (3) hours). The Town shall apply a surcharge of \$15.00 per hour to be paid to the employee and \$7.00 per hour to the Retiree Health Insurance Fund in accordance with Section 16 of the Pension Agreement.
- 13.9 For the purpose of overtime computation, all paid time shall be considered as worked time.
- 13.10 Employees who, in the performance of their duties, are required to testify in court or at a Motor Vehicle hearing shall receive their full net pay, minus any witness fee received, for the time they are required to be in court. If an employee is requested to report to court at any time during his/her assigned work shift, he/she shall not be eligible for the minimum

call back provisions (3 ½ hours at time and one-half) set forth in Section 13.7, but shall be paid for hours in excess of his/her assigned work shift at the overtime rate of time and one-half (1 ½). If an employee is called back to work to testify in court at a time other than his/her assigned shift, he/she shall be assured at least four (4) hours at time and one-half (1 ½) pay for such reporting to courtroom duty.

Hours paid shall be from the time of the subpoena appearance time until the completion of appearance unless the employee is required to report for preparation prior to the appearance or to report for an assignment after.

- 13.11 Employees assigned as a Field Training Officer (FTO) shall be compensated one (1) hour at time and one-half. In order to be eligible for the additional one (1) hour, the FTO must complete all required daily paperwork, including the Daily Observation Report (DOR). Under no circumstances shall an FTO receive more than one (1) hour of FTO pay per day.
- 13.12 It is understood, employees assigned to the rank of Detective are subject-to-call, including those that are not designated as "On-Call" for the two-week period.

ARTICLE XIV – UNIFORMS

- 14.1 The Town shall provide employees within the bargaining unit with complete winter and summer uniforms, including a reasonable supply of winter long-sleeve shirts and summer short-sleeve shirts, winter and summer trousers, winter coats, waterproof windbreaker (nylon), gloves, black raincoats, and neckties. New employees shall be issued not less than five (5) sets of new shirts and trousers for each season (a set to include one (1) summer shirt, one (1) winter shirt, and (1) pair of trousers). The uniform items so furnished shall be and remain the property of the Willimantic Police Department. All such items 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.

Employees shall submit requests for necessary uniform replacement each year on or before October 1 for the following summer and April 1 for the following winter, on a form provided by the Town.

- 14.2 Uniform items or department-issued equipment unavoidably damaged or destroyed in the line of duty shall be repaired or replaced by the Town at no cost to the employee.
- 14.3 Employees (including the School Resource Officer) assigned to plain clothes duty shall be paid a cash clothing allowance as provided in this Section in the amount of one

hundred-fifty dollars (\$150.00) for every three (3) months accumulated over a period of one (1) year.

- 14.4 The Town shall pay for cleaning, pressing, and laundering of uniforms, where applicable, including civilian clothing used by any regular sworn member in the performance of his/her duties which do not require a uniform.
- 14.5 The Town shall provide ballistic body armor (vests) to all employees. Body armor will be replaced by the Town on an as needed basis at the discretion of the Chief of Police and/or based upon the manufacturer's warranty date of expiration which both parties acknowledge is determined from the date new or unused body armor is issued to a police officer.
- 14.6 Employees may purchase, at their own expense, a second badge from a company approved by the Chief of Police and/or his/her designee.

ARTICLE XV – PAST PRACTICES

- 15.1 The following existing past practices are to be considered as part of this Agreement:
 - A. Daily coffee breaks.
 - B. Employees shall be paid from the time they are called in to report for special duty or emergency work provided they report with reasonable dispatch.
 - C. Watches and prescription eyeglasses damaged or destroyed in the line of duty shall be replaced or repaired, at the expense of the Police Department, up to a maximum of \$250 per occurrence provided that such damage or destruction is not in any way due to the employee's own negligence. Contacts damaged or destroyed in the line of duty shall be replaced or repaired, at the expense of the Police Department, up to a maximum of \$250 per fiscal year provided that such damage or destruction is not in any way due to the employee's own negligence. In order to be eligible for reimbursement, an employee must report such damage or destruction to the Chief of Police or his/her designee within twenty-four (24) hours of the damage or destruction.
 - D. All members of the Police Department shall be furnished with an identification card which shall remain the property of the Town.
 - E. All members of the Police Department shall be furnished with a copy of all department rules and regulations; said rules and regulations cannot conflict with this Agreement. Copies of the rules and regulations shall remain the property of the Town.

- F. All members of the Police Department shall be reimbursed up to \$100.00 for loss or damage to personal property in the line of duty, other than set forth in Section 15.1C above, provided that such loss or damage is not in any way due to the employee's own negligence. Such claims must be supported with reasonable proof of value. In order to be eligible for reimbursement, an employee must report such damage or destruction to the Chief of Police or his/her designee within twenty-four (24) hours of the damage or destruction.
- G. The Town and the Union agree that past practices regarding mandatory subjects of bargaining will be maintained unless changed by the terms of this Agreement or otherwise, in accordance with the rulings of the Connecticut State Board of Labor Relations.
- H. Employees assigned to the Detective Division shall be furnished a department vehicle when designated as "On-Call". The department vehicle must be used for all portal to portal travel; and may not leave the State and/or be used for non-law enforcement functions. Employees shall not be responsible for any/all costs related to the routine maintenance of the vehicle.

ARTICLE XVI – WAGES

- 16.1 The agreed upon job classification and rates of pay shall continue to prevail for the duration of this Agreement:

Wage rates for the term of this Agreement shall be as follows:

The wage rates set forth below will be increased by two percent (2.0%) on July 1, 2018; 2.25% on July 1, 2019; and 2.25% on July 1, 2020.

<u>Rank</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Patrol Officer C	\$26.00	\$26.52	\$27.12	\$27.73
After Academy	\$27.50	\$28.05	\$28.68	\$29.33
Patrol Officer B	\$29.00	\$29.58	\$30.25	\$30.93
Patrol Officer A	\$30.00	\$30.60	\$31.29	\$31.99
Patrol Officer (7)	\$32.25	\$32.90	\$33.64	\$34.40
Detective **	N/A	\$33.40	\$34.14	\$34.90
Corporal	\$33.00	\$33.66	\$34.42	\$35.19
Sergeant	\$35.00	\$35.70	\$36.50	\$37.32
Lieutenant	\$39.00	\$39.78	\$40.68	\$41.60

** Only employees who are assigned by the Chief of Police to the rank of Detective on a permanent basis will receive pay in accordance with the wage schedule above .

- 16.2 Upon graduating from the Academy, a Patrol Officer “C” will advance to the next step in accordance with the wage table above. Upon completion of one (1) year of service, a Patrol Officer “C” will advance to Patrol Officer “B”. Upon completion of one (1) year as Patrol Officer “B”, an employee will advance to Patrol Officer “A”. Upon completion of seven (7) years of service, an employee will advance to Patrol Officer “+”.
- 16.3 In addition to the above, all members of the bargaining unit shall receive longevity payments on the last pay period of October as follows:
- | | |
|--|------------|
| Five (5) years of service on or before October 1 | \$400.00 |
| Ten (10) years of service on or before October 1 | \$600.00 |
| Fifteen (15) years of service on or before October 1 | \$800.00 |
| Twenty (20) years of service on or before October 1 | \$1,000.00 |

All employees whose employment is terminated for any reason, other than discharge for just cause, shall receive longevity pay on a pro rata basis. An employee on an approved leave of absence without pay (in accordance with Article IX, Section 9.5), will receive his/her longevity increment on a pro rata basis (for the period in which he/she was on paid status).

Example: An employee is on paid status from October 1st thru August 8th. This constitutes ten (10) months and eight (8) days. If twelve (12) months equals nine hundred dollars (\$900.00), then ten (10) months and eight (8) days equals seven hundred sixty-nine dollars and fifty cents (\$769.50).

Employees hired after December 31, 2012 shall not be eligible for the aforementioned longevity payments.

- 16.4 Employees shall be paid by direct deposit to a bank account of their choosing every other Thursday for services rendered the previous two (2) weeks. When a Town-recognized holiday falls on Thursday, employees shall be paid on the preceding Wednesday. Said paychecks shall be sealed in a plain envelope and made available at the police complex; however, the Town reserves the right to replace paper pay vouchers (paycheck stubs) and W-2 Wage and Tax Statement Forms with the same in an electronic format to all employees, provided that all other municipal departments, excluding the Board of Education, change to an electronic format. The Town shall notify the Union four (4) weeks in advance of any such change.

ARTICLE XVII – ACCESS TO PREMISES

- 17.1 A professional representative shall be permitted to enter Town premises for the purpose of adjusting disputes, investigating working conditions, and determining whether or not the terms of this Agreement are being adhered to. Said Union Representative shall notify the Chief of Police in advance of such visit and receive approval from the Chief of Police; said approval shall not be unreasonably denied. The Union Representative shall in no way interfere with the normal operation and procedure of business.

ARTICLE XVIII – BULLETIN BOARDS

- 18.1 The Town shall provide bulletin board space for the posting of Union notices.

ARTICLE XIX – LEAVE TIME

- 19.1 Leaves of Absence Without Pay. The Town shall comply with the Family and Medical Leave Act (FMLA) and any Federal and/or State statutes and regulations.

An employee who has reached the maximum benefit allowed under the Family and Medical Leave Act (FMLA), and has exhausted all of his/her unused accrued leave (sick, personal, and vacation), and the sickness and accident benefit (in Section 19.4 below) may be granted a leave of absence without pay not to exceed an aggregate of one (1) year for the following reasons and under the following conditions:

- a) Personal illness; claim must be medically verified to the reasonable satisfaction of the Town.
- b) Serious illness of a member of the employee's immediate family; claim must be medically verified to the reasonable satisfaction of the Town.
- c) Other circumstances, in the sole and absolute discretion of the Town; i.e., extended maternity/paternity leave.

No benefits shall accrue during a leave of absence without pay; however, upon return from said leave, seniority, exclusive of the period of leave, shall be restored.

A request for a leave of absence without pay must be submitted in writing to the Chief of Police, thirty (30) days in advance, except in the case of an emergency, and must specify the reason for, and the anticipated length of the leave. The Chief of Police, within ten (10) calendar days after such request shall grant or deny the request, in writing to the employee with a copy to the Union.

To the extent that any portion of this Section (or any other Section of this Agreement) is inconsistent with the provisions of any applicable family and medical leave statute, the provisions of such statute shall be controlling.

In the event an employee takes a leave of absence without pay as stated above, the Town shall make all mandatory employee pension contributions on his/her behalf. Upon returning to work, the employee has one (1) year to reimburse the Town for said contributions.

- 19.2 Personal Leave. Employees in the bargaining unit shall be granted four (4) days leave with pay each calendar year for personal business which cannot be conducted at any other time. New employees are not eligible for personal leave days until the first January following their date of hire. The employee shall give the Chief of Police advance notice

of intent to take such leave. Personal leave: 1) may not be carried over from one year to the next, and 2) may not be cashed out upon separation of employment for any reason.

In the event Town Hall is closed during normal business hours (Monday-Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 7:30 p.m., and Friday 8 a.m. to 12 p.m.) due to inclement weather, an additional personal leave day shall be granted to all employees who physically worked on the day Town Hall was closed. This provision pertains exclusively to instances in which Town Hall is closed for the entire business day; delayed openings and early dismissals do not qualify. Day is defined as the twenty-four hour period; one midnight to the next.

19.3 Sick Leave

A. Employees hired prior to January 1, 2016 shall earn sick leave at the rate of one and one-half (1 ½) days per month. Any unused sick leave which an employee may have accumulated shall be paid only to his/her estate, or widow, upon his/her death, or to him/her upon his/her retirement up to a maximum of one hundred eighty (180) days. Retirement shall be defined as eligibility under the Pension Agreement attached hereto as Appendix B. If an employee has accumulated at least one hundred eighty (180) days of sick leave at the end of a fiscal year, he/she will receive fifty percent (50%) of his/her regular wages for each such day accrued in the preceding year in excess of the one hundred eighty (180) day accumulation, up to a maximum of nine (9) days. Payment for said days shall be made on the last pay period of July.

Employees hired after December 31, 2015 shall receive twelve (12) days of normal pay for short periods of time off duty occasioned by personal sickness during each fiscal year. New employees will receive a prorated amount of days from the date of hire through the end of the initial fiscal year of employment. There shall be no year-to-year accumulation for such sick leave.

Payments to employees hired after December 31, 2015 whose illness or injury does not arise out of or in the course of employment shall begin on the eighth calendar day of absence as follows:

- a. If term of employment has been less than 6 months of service – no payment.
- b. If term of employment has been 6 months but less than 2 years of service – full pay 4 weeks, half pay 48 weeks.
- c. If term of employment has been 2 but less than 5 years of service – full pay 8 weeks, half pay 44 weeks.
- d. If term of employment has been 5 but less than 15 years of service – full pay 13 weeks, half pay 39 weeks.

- e. If term of employment has been 15 but less than 20 years of service – full pay 26 weeks, half pay 26 weeks.
- f. If term of employment has been 20 but less than 25 years of service – full pay 39 weeks, half pay 13 weeks.
- g. If term of employment has been 25 years or more of service – full pay 52 weeks.

Upon return from illness or injury, the employee must be at work for twenty-six (26) consecutive weeks to be eligible for a new 52-week period of sickness or accident benefit. If the employee returns to work and is absent due to an illness or injury not arising out of or in the course of employment, whether or not related to the previous illness or injury, during the first twenty-six (26) weeks after returning to work, he/she will be eligible only for the period of sickness or accident benefits remaining under the original 52-week period.

- B. In order to be eligible for sick leave pay, an employee must report an intended absence at least one (1) hour prior to the scheduled start time, or as soon as practicable in unforeseen and unusual circumstances. Sick leave shall not be used to extend a vacation. Sick leave may be used only for personal illness of the employee or doctor's appointments or dental appointments if such appointments cannot be scheduled with reasonable convenience outside of working hours.
- C. No sick leave shall be charged for injuries sustained in the line of duty.
- D. Employees who have used no more than five (5) days of sick leave during a fiscal year shall receive bonus amounts at the end of such year in the following amounts:

<u>Number of Days of Sick Leave Used</u>	<u>Amount of Bonus</u>
0	4 days' pay
1	3 ½ days' pay
2	3 days' pay
3	2 ½ days' pay
4	2 days' pay
5	1 ½ days' pay

Eligibility for the bonus shall be determined on June 30th of each contract year. Payment of the bonus shall be made on the last pay period of July. New employees with less than one (1) year of service shall not be eligible for the bonus.

- E. The Town may have an employee examined by a doctor selected by the Town, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work nine (9) or more occasions in a fiscal year, or at any time that it is deemed that sick leave is being abused by an employee. In the latter circumstance, the Town shall document the reasons for such request in advance. For purposes of this Section, a single occasion shall be defined as any separate and distinct absence from work of more than four (4) consecutive hours due to incapacity or illness including one (1) or more consecutive days off from work. Whenever an employee is off from work for five (5) or more consecutive workdays, the employee shall give the Town a doctor's release before the employee returns to work. The failure of an employee to provide a medical certificate pursuant to any provision of this Section shall result in the employee not being paid for said sick leave absence or occurrence and shall be grounds for disciplinary action. The Town shall exercise its rights under this provision in a non-arbitrary, non-discriminatory, or non-capricious manner.
- 19.4 Sickness and Accident Benefits. An employee hired prior to January 1, 2016 who is disabled due to accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for sickness/accident insurance payments of seventy-five dollars (\$75.00) per week for a maximum of twenty-six (26) weeks.
- 19.5 Military Leave. The Town shall comply with the provisions of the Uniform Services Employment and Reemployment Act of 1994 and applicable state law(s), including Section 7-461 of the Connecticut General Statutes.

ARTICLE XX – INSURANCE AND PENSION

- 20.1 Except as provided otherwise in this Article, the following insurance benefits shall be provided.
- A. The Town agrees to carry adequate Workers' Compensation Insurance to cover all of its employees. The Town may implement and require that employees use a preferred provider network for work-related injuries, in accordance with Connecticut General Statute 31-279.
- B. For employees hired prior to January 1, 2016, the Town shall provide health insurance to bargaining unit employees and their eligible dependents through two (2) options, the Blue Cross & Blue Shield Century Preferred Plan and the High Deductible Health Plan (HDHP), as set forth in Appendix C (plan design summaries)

attached to this Agreement. Said health insurance coverage shall be effective on the employee's date of hire.

The Town shall provide and pay for: Blue Cross Full Service Dental Plan or equivalent for the employee only. The employee shall have the option to elect dependent coverage under the dental plan provided that the employee pays the applicable premiums through payroll deductions.

- C. Effective on the employee's date of hire, the Town shall provide and pay for life insurance in the amount of \$60,000.00 with double indemnity for each member of the bargaining unit and in case of accidental death and dismemberment, the maximum of \$60,000.00.
- D. Effective July 1, 2018, each eligible employee who elects the PPO Plan shall contribute, through payroll deduction, fifteen percent (15%) of the cost of the health insurance described in Section 1, Paragraph B above (except dental coverage for dependents, for which the employee shall continue to pay the full cost), as well as fifteen percent (15%) of any Excise Tax under IRS Code Section 49801 (the Cadillac Tax). However, prior to the application of the aforementioned cost-share premium on any Excise Tax under IRS Code Section 49801 (the Cadillac Tax), the Town and Union shall meet for the purpose of: 1) reviewing the costs of each Healthcare Plan (PPO and HDHP), and 2) giving consideration to making modifications to bring the costs of the Healthcare Plans below the Excise Tax thresholds. The prescription rider in the PPO Plan shall be maintained at a maximum of \$2,000.
- E. High Deductible Health Plan (HDHP). The Town shall offer as an option a High Deductible Health Plan (HDHP) and Health Savings Account (HSA). The Town shall contribute 50% of the applicable annual HDHP deductible amount, on or about July 1: \$1,000 for a single employee health plan and \$2,000 for a family health plan (defined as employee plus one (1) or more eligible dependents) for each year of this Agreement. In the event a participating employee separates from employment prior to July 1st (for any reason), the Town is not obligated to make any such contribution into his/her HSA. It is understood that this is a contribution by the Town into the individual HSA and shall not be considered as wages for purposes of calculation of final compensation for pension benefits. The employee cost share shall be five percent (5%) less than the employee cost share for the traditional PPO Plan.

Employees hired after December 31, 2015, shall be required to enroll in the High Deductible Health Plan (HDHP). (Said employees will receive the same Town contributions toward their annual HDHP deductible amounts, as stated above in the previous paragraph.)

- F. The Town shall maintain a plan under Section 125 of the Internal Revenue Code in order to permit employees to make their insurance premium contributions on a pre-tax basis, as available under the law.
- G. Employees shall not be required to make their cost-share contributions on the third pay day in a month that has three (3) pay periods.
- 20.2 Employees covered by this Agreement will come under the terms of the Workers' Compensation Act for injury incurred in the line of duty. For a period of up to eighteen (18) months from the date of an injury compensable under the Workers' Compensation Act, the Town shall pay an employee one hundred percent (100%) of his/her regular base pay during the period of said injury, except as provided below. Any Workers' Compensation weekly benefits received by the employee shall be signed over to the Town, excluding lump sum awards which will not revert to the Town. As a condition of retaining the employee on the regular payroll status, the Town shall have the right to demand at reasonable intervals physical examinations by a mutually agreeable doctor familiar with the type of injury in question. The employee so injured shall also be required to have his/her own compensation doctor furnish to the Town a statement saying that he/she cannot return to work in the medical opinion of said doctor. It is further agreed that in the event that said employee can return to work in a limited capacity, the Chief of Police may elect to require him/her to return to work, once certified by his/her compensation doctor and/or the doctor for the Town. In the event that any employee shall fail to furnish the certificates as specified above or shall fail to submit to the examinations which the Town may require, that employee shall lose any additional benefits to be paid by the Town, and shall be limited in his/her recovery to only those benefits payable under the Workers' Compensation Act.
- 20.3 The Town shall have the right to modify any insurance carrier/plan during the term of this Agreement, provided that the overall level of benefits, when considered as a whole, remains substantially comparable. The Town shall give the Union ninety (90) days advance written notice prior to implementing any change.
- 20.4 The pension program now in effect for the employees shall be continued as described in Appendix B. No provisions of the pension plan nor any dispute arising thereunder shall be subject to the arbitration provisions of this Agreement.

ARTICLE XXI – NO STRIKE, NO LOCKOUT

- 21.1 The Union agrees in accordance with Section 7-475 Connecticut General Statutes, that it will not strike or call a strike during the term of this Agreement.

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

ARTICLE XXII – PROMOTIONAL POLICY

- 22.1 Promotional examinations are to be conducted whenever a bargaining unit vacancy is to be filled, or a new rank created; and in a fair and consistent manner. The Chief of Police or his/her designee shall be responsible for administering the promotion process, as set forth below.

Notice of the date, time, and place for said examination shall be posted in a conspicuous place in the police station, with a minimum of thirty (30) days notice. All regular members of the Department with a minimum of three (3) years of service shall be eligible to take the examination for Detective. All regular members of the Department with a minimum of five (5) years of service shall be eligible to take the examination of Corporal. All regular members of the Department with a minimum of seven (7) years of service shall be eligible to take the examination for Sergeant. Any regular member of the Department with a minimum of eight (8) years of service shall be eligible to take the examination for Lieutenant.

- 22.2 Promotional examinations for Detective shall be divided into five (5) parts totaling one hundred (100) points, which shall be broken down as follows:

- | | |
|---|-----------|
| a. Oral examination | 15 points |
| b. Professional profile packet, education, supervisory/
leadership experience, police training | 15 points |
| c. Three (3) criminal investigative cases | 15 points |
| d. Supervisor's evaluation | 15 points |
| e. Chief's evaluation | 40 points |

- 22.3 Promotional examinations for Sergeant and Corporal shall be divided into four (4) parts totaling one hundred (100) points for the entire examination, which shall be broken down as follows:

- | | |
|------------------------|-----------|
| a. Oral examination | 25 points |
| b. Written examination | 25 points |
| c. Performance review | 25 points |
| d. Chief's evaluation | 25 points |

Promotional examinations for Lieutenant shall be divided into four (4) parts totaling one hundred (100) points for the entire examination, which shall be broken down as follows:

- | | |
|---|-----------|
| a. Oral examination with Department Command Staff | 25 points |
| b. Professional profile packet, education, supervisory/
leadership experience, police training | 25 points |

- c. Performance review 25 points
- d. Chief's interview 25 points

Employees shall have one quarter (1/4) point added to their final score (total) for each year of service with the Department. Promotional lists, once published, shall be valid for a period of one (1) year.

- 22.3 After the final scores are computed, the Chief of Police shall select a person to fill the vacancy in question. The Chief of Police shall make his/her selection from among the candidates with the three (3) highest passing scores.

ARTICLE XXIII – GENERAL PROVISIONS

- 23.1 The Town shall give to each employee and to each new employee, when he/she is hired, a copy of this Employment Agreement. Upon agreement, the Town shall provide the Union with up to ten (10) additional copies when requested.
- 23.2 The Town shall endeavor to consult with the Union about work rules prior to their implementation, but this clause shall not require approval by the Union, before they are put into effect unless they affect working conditions within the meaning of Chapter 113, et seq. as amended, as determined by the State Labor Relations Board from time to time.
- 23.3 Whenever the term Chief of Police is used in this Agreement, it shall also be deemed to mean his/her designee.
- 23.4 Upon written request to the Chief of Police, every employee shall have the right to review all of his/her personnel file within reasonable period of time.
- 23.5 The Town agrees to continue the current practice concerning modified/light duty assignments in appropriate police work. The Town and the Union understand that while job-related injuries get first preference, there is a practice of offering modified/light duty assignments to employees who have been injured off the job. Such assignments, if available, shall be offered on the basis of seniority.
- 23.6 The Town shall ensure, for safety purposes, that a Police Supervisor is available, on duty, to ensure proper and adequate response to field personnel.
- 23.7 The Town shall maintain and fill at least four (4) Detective's, six (6) Corporal's, four (4) Sergeant's, and three (3) Lieutenant's positions.

- 23.8 Bargaining unit members shall not be ordered to fill civilian dispatcher vacancies. The Town may offer civilian dispatcher shift vacancies to bargaining unit members who may voluntarily agree to fill such shifts. Nothing in this Section shall interfere with the Town's obligations to deploy personnel in safety emergencies.
- 23.9 For safety purposes, the Town agrees to maintain the current practice of three (3) patrol officers and ensure that, in addition to these, a supervisor is assigned. For purposes of this Section, a supervisor shall be defined as a Corporal or a Sergeant. In the event a Sergeant is on duty during a shift, any Corporal on duty shall be considered one of the three (3) patrol officers for manning purposes. In the event that two (2) Corporals are on duty and no Sergeant is on duty, one (1) Corporal shall be assigned as the supervisor and the other Corporal shall be considered one of the three (3) patrol officers for manning purposes. In the event that no Sergeant or Corporal is on duty, Lieutenants, Sergeants, and Corporals shall be called to fill the vacancy from a rotating supervisor list. The Lieutenant on duty during the day shift shall not be counted as a supervisor for the purposes of this Section.
- 23.10 Except for supervisory personnel, members of the bargaining unit shall not be required as a condition of employment, to provide training for civilian dispatchers. Supervisory personnel, in conjunction with other appropriate training agencies, may conduct the training of civilian dispatchers with respect to their assigned police related duties.
- 23.11 Patrol Officer First Class. Patrol Officers having an aggregate of five (5) years of satisfactory service within the Willimantic Police Department shall be designated as Officer First Class and provided a chevron. Those with the designation of Officer First Class shall have no duties in addition to Patrol Officers and shall not be entitled to additional compensation as a result of the designation.
- 23.12 Unless expressly written otherwise in this Agreement, all compensatory time shall be earned at the rate of time and one-half.

Employees may accrue a lifetime maximum of two hundred (200) hours of compensatory time.

Upon reaching the maximum accrual of two hundred (200) hours, the employee shall not be eligible to attend non-mandatory training, unless he/she attends the training en lieu of his/her shift.

In the event, an employee is required to attend mandatory training, any hours in excess of two hundred (200) shall be paid to the employee at the rate of time and one-half.

Prior to retirement, employees must use all their unused accrued compensatory time.

ARTICLE XXIV – TRAINING AND EDUCATION

- 24.1 Any regular member of the Police Department attending any job-related school, course, or seminar during working hours shall be granted time off with pay from his/her regular duties provided the advance approval of the Chief of Police is obtained. Employees attending any job-related school, course, or seminar shall receive a meal allowance (breakfast, lunch, and/or dinner in accordance with the Town of Windham Travel Reimbursement Procedures and Form Policy.
- 24.2 This Section shall apply to “non-mandatory training.” As used in this Section, the term “non-mandatory training” shall mean training that is not required for the purposes of maintaining State Certification as a municipal police officer. When an employee attends non-mandatory training outside his/her normal hours of work, he/she shall be compensated for time spent in such training at one and one-half (1 ½) times his/her base wage rate, unless the Town provides a minimum of three (3) days’ advance notice. Where such advance notice is provided, the employee’s normal hours of work will be adjusted to include the training time and the employee shall be compensated at the straight-time hourly rate. An employee may take compensatory time in lieu of pay for training hours over eight (8) hours in a day or in excess of forty (40) hours in a week. Such compensatory time will be calculated based on straight-time. Training time shall include travel time to and from the training facility. In the event that an employee is assigned to a non-mandatory training program, and a minimum of three (3) days’ advance notice is provided by the Town, such program shall be considered the employee’s normal hours of work for the period in question.

Example 1: An employee normally scheduled to work Sunday through Thursday on the evening shift is given three (3) days’ advance notice of forty (40) hour non-mandatory training, Monday through Friday, on the day shift. As a result, the employee’s work week will coincide with the training hours and not with his/her normally scheduled hours of work for the week in question. Consequently, the employee will not report for his/her normal second shift assignment on Sunday (and the following Saturday), but instead will report to training on Monday (and his/her normal second shift assignment on the following Sunday).

Example 2: An employee normally scheduled to work Sunday through Thursday on the evening shift is given three (3) days’ advance notice of eight (8) hour non-mandatory training on a Monday on the day shift. As a result, the employee’s work day will coincide with the training hours and not with his/her normally scheduled hours of work for the day in question. Consequently, the employee will not report for his/her normal second shift assignment on Monday, but instead will report to training on Monday.

When an employee attends Special Assignment Training (SWAT) outside his/her normal hours of work, he/she shall be compensated for time spent in such training at his/her straight-time rate of pay, or accrue compensatory time at the same rate if he/she is below the 200-hour threshold.

- 24.3 The Chief of Police shall post all notices of job-related training schools, courses, or seminars which he/she may receive, in order to afford any employee the opportunity to make his/her interest known to the Chief of Police. This provision shall only apply to programs sponsored by any local, state, or federal government agency.
- 24.4 As both parties acknowledge that the Town of Windham/Willimantic Police Department, along with the public it serves, benefit from training programs and seminars provided to its employees, it is the Town's intention to maintain a comprehensive training program. Training will be provided to all employees provided adequate manpower levels are available and within budgetary restrictions to ensure that a sound and basic framework of law enforcement knowledge and skills is obtained, and to maintain those levels normally associated with progressive law enforcement agencies. A joint training committee comprised of up to three (3) representatives of the Union, including a patrol officer, a Sergeant, and a Lieutenant, and the Town, including the Chief of Police or his/her designee and, if requested by either party, the Controller and/or the Human Resources Director, shall meet on a quarterly basis at the written request of either party to discuss the training needs of bargaining unit members, to identify available training programs to address those needs, and to assess whether adequate manpower levels and budget are available to meet those needs.
- 24.5 The Town shall reimburse one hundred percent (100%) of any money spent for tuition, books, fees, and equipment by an employee enrolled in a college level course with the approval of the Chief of Police, and upon the successful completion of each semester's work. Reimbursement must be requested within thirty (30) days of completion of the course and the receipt of final grades. Any such requests not made within such time frame shall not be honored. It shall be the duty of the employee to use State or Federal Funds available for tuition, books, fees, and equipment in order to eliminate or minimize expenditures by the Town for this purpose.
- 24.6 Any employee attending a school to attain a college degree shall receive compensation for credits received by the employee to the end of June to be paid within a reasonable time after receipt of such credits; however, the Town shall reimburse fifty percent (50%) of the expenses listed above in Section 24.5 for employees hired after December 31, 2015.

Upon receipt of an Associate's Degree, or when the employee has completed sixty (60) credits as a part of a recognized continuous course of study leading to a Bachelor's Degree, he/she shall receive \$300.00; \$600.00 for a Bachelor's Degree; \$900.00 for a Master's Degree; and \$1,200.00 for a PhD. The aforementioned education benefits shall be paid annually.

An employee who served in any branch of the United States Armed Forces and was honorably discharged shall receive an annual amount of \$300.00; however, if the employee receives an educational benefit (in accordance with the paragraph above), he/she shall only receive the higher of the two (2) amounts. In no event shall the military and educational benefits be combined.

ARTICLE XXV – CANINE OFFICERS

- 25.1 One (1) or more Canine Officers may be assigned by the Chief of Police to patrol or non-patrol assignments.
- 25.2 The Chief of Police will request letters of interest from employees in the Department to apply for assignment of Canine Officer. The candidate must have a minimum of three (3) years full-time employment with the Town of Willimantic Police Department.
- 25.3 The Town shall furnish and maintain ownership of the dogs used in the Program, unless a Canine Officer has a dog which he/she wishes to donate to the Canine Program.
- 25.4 The Canine Officer shall work a 40-hour workweek and receive seven (7) hours per week of compensatory time including off-duty days for upkeep and grooming of the canine when the canine is in the employee's care.
- 25.5 All training shall be provided at the Town's expense. The Canine Officer may conduct in-service training during regular assigned working hours.
- 25.6 Anytime the Canine Unit is called in, overtime will apply as set forth in the Collective Bargaining Agreement.
- 25.7 The Town shall provide reasonable and necessary equipment, veterinary care, food, and grooming supplies. In the event the canine must be put in a kennel, the Town shall select a facility that meets the department's established and accepted level of treatment and care.

- 25.8 When the Canine Officer is on vacation, holiday, or any day other than a regular day off, the employee is not available for call-out. However, if the employee wishes to make himself/herself available on such a day, the employee shall notify the Chief of Police.
- 25.9 The Chief of Police reserves the right to terminate and/or resume the Canine Program at any time and the decision to terminate and/or resume the program shall not be subject to arbitration.

ARTICLE XXVI – PHYSICAL FITNESS

- 26.1 All employees shall be offered the opportunity to participate in an annual physical fitness/assessment test to be administered on one (1) date and time each calendar year. The test date, composition, and standard for successful completion will be determined in advance each year by a joint Union-Employer Committee comprised of the Union President and/or his/her designee and the Chief of Police and/or his/her designee.
- 26.2 Any employee who successfully completes the physical fitness/assessment test or the Annual Special Olympics' Torch Run shall be awarded one (1) compensatory day off with pay.
- 26.3 Compensatory days off earned under this Article may not be exchanged for pay and may only be taken where such time off does not create overtime.

ARTICLE XXVII – CODE OF ETHICS

- 27.1 Any/all ethics-related complaints/inquiries shall be investigated in accordance with the Ethics Policy contained within the Willimantic Police Department's Policies & Procedures Manual. Investigations of any potential violations shall be conducted by the Chief of Police or his/her designee. Discipline and/or grievances following the same shall be governed by the provisions of the then-existing Collective Bargaining Agreement.

ARTICLE XXVIII – DURATION OF AGREEMENT

- 28.1 This Agreement shall:
- a. become effective upon signing,
 - b. continue in effect through and including June 30, 2021, and
 - c. apply only to employees who are on active-duty status at the time of:
 - i. ratification of the union membership, and
 - ii. approval by the Town Council/Willimantic Service District.
- 28.2 Separability. If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.

APPENDIX A**ORDER-IN SYSTEM FOR PATROL DUTY**

If it becomes necessary to order in an officer, the following steps will be followed:

- Step 1** The volunteer list will be used first (if no one accepts by the second callout, proceed to Step 2).
- Step 2** Ordering-in will be conducted utilizing a rotation system.
- A. Ordering-in will begin with the officer not ordered-in in the longest period of time.
 - B. If the officer to be ordered-in cannot be reached proceed to the next officer.
 - C. The officer ordered-in will then be placed at the bottom of the rotation list.
 - D. In the event that an officer needs to be held over until the ordered-in officer arrives, that officer will remain on-duty until such arrival. Holdovers are not considered order-ins unless the time exceeds four (4) hours.
 - 1. The off-going shift will be asked by seniority first. If no one accepts, then the least senior officer will be required to stay.
 - 2. On the next hold-over, the least senior officer held over last time will be by-passed. The hold-over will then go to the next least senior officer.

SPECIAL NOTES:

No order-ins will apply when officers are on the following:

- 1. Days Off
- 2. Vacation
- 3. Personal Day
- 4. Funeral Leave (with the exception of parade/ceremonial funerals under Article X, Section 2)
- 5. Sick Days

APPENDIX B

**PENSION AGREEMENT
BETWEEN THE
TOWN OF WINDHAM/WILLIMANTIC SERVICE DISTRICT
AND
UPSEU/COPS UNIT #340**

SECTION 1 – DEFINITIONS

When used in this Agreement, the following words and phrases shall have the meaning ascribed in this section, unless the context clearly indicates otherwise:

- a) Police Duty. Answering emergency calls; work at crime scenes or in the investigation of a crime; training functions; dispatching functions, regulation of traffic; enforcement of state laws, municipal ordinances and rules and regulations, and all other duties so performed in connection with the Willimantic Police Department under the supervision of the Police Chief.
- b) Members of the Police Department. All sworn officers of the Police Department employed by the Town of Windham, under the jurisdiction of the Town Council of the Willimantic Service District, and under the supervision of the Police Chief.

SECTION 2 – ESTABLISHMENT OF, AND CONTRIBUTIONS TO PENSION FUND

There shall be in the Town of Windham a fund to be known as the Police Officer's Pension Fund, which shall consist of monies received from the following sources:

- a) Any money voted to said fund by a legal meeting of the Town Council of the Willimantic Service District shall be added to said fund.
- b) Mandatory contributions of members, as provided for in Section 12, shall be added to said fund.
- c) If said fund shall be found at any time insufficient to meet all requirements upon it, the Town Council of the Willimantic Service District, upon application of said Willimantic Service District Pension Committee, may make an appropriation to make good such deficiency, and any prospective deficiency in said funds may be provided for by said Town Council of the Willimantic Service District in its annual appropriation for the Police Department. All such appropriations shall be added to said fund.

- d) The income and interest from all money and property belonging to said fund shall be added to said fund.

**SECTION 3 – WILLIMANTIC SERVICE DISTRICT PENSION COMMITTEE -
COMPOSITION; OFFICERS; TERMS OF MEMBERS; INVESTMENT OF FUNDS;
RULES; MEETINGS; WITHDRAWALS FROM FUND**

The Police Officer's Pension Fund shall be under the general charge of a Willimantic Service District Pension Committee which shall include the Town Council of the Willimantic Service District, the Town Manager, who shall be a non-voting, ex officio member, the Town Controller, and two (2) police officers in the permanent service of the Willimantic Police Department, who shall have had at least five (5) years or more continuous service with the Department.

- a) The Chairperson of the Willimantic Service District Pension Committee shall be elected by a majority vote. The Town Controller shall, by virtue of his/her office, be the Treasurer of the Committee.
- b) The police officers to serve on the Willimantic Service District Pension Committee shall be elected by a majority vote of the permanent police members of the Willimantic Police Department, the election to take place the last Monday of October preceding the biennial town election. The members so elected shall serve for a period of two (2) years or until their successors are elected.
- c) Said Committee may invest or reinvest said fund as the state laws relating to the investment of trust funds permit.
- d) The Willimantic Service District Pension Committee may make rules and regulations concerning the operation and management of said fund, and the form of application for relief and benefits.
- e) Any requests for retirement or other pension fund matters and benefits shall be taken up at the Committee at their earliest convenience. When any matters relating to the pension fund are to be considered, the Chairperson shall notify all members of the Committee and shall state the time and place of meeting.
- f) All orders drawn against the pension fund with the approval of said Willimantic Service District Pension Committee shall be signed by the Town Controller.

SECTION 4 – SAME - REPORTS TO TOWN COUNCIL

The Willimantic Service District Pension Committee shall report to the Town Council of the Willimantic Service District semi-annually not later than the months of July and January of the cash fiscal year on the condition of said fund with all the items of receipts and disbursements thereof.

SECTION 5 – SAME - RECORDS OF PROCEEDING

The Secretary of the Willimantic Service District Pension Committee shall record all proceedings and votes taken by said Willimantic Service District Pension Committee in reference to said fund and payments therefrom, stating the name and vote of each member of said board upon any matter relating thereto.

SECTION 6 – RETIREMENT AND RETIREMENT BENEFITS

- a) **Mandatory Retirement.** Any permanent member of the Police Department, upon having reached the age of sixty-five (65) years, shall automatically be retired.
- b) **Vesting.** A participant who terminates employment with ten (10) or more years of continuous, permanent service prior to his Normal Retirement Date and who did not elect a refund of his/her participant contributions shall be 100% vested in his accrued benefit payable at his Normal Retirement Date.

Normal Retirement Date for employees hired prior to January 1, 2016 is defined as follows: 1) twenty (20) or more years of continuous, permanent service, regardless of age; or 2) ten (10) or more years of continuous, permanent service and age sixty (60) or more.

Normal Retirement Date for employees hired after December 31, 2015 is defined as follows: 1) twenty-five (25) or more years of continuous, permanent service, regardless of age; or 2) ten (10) or more years of continuous, permanent service and age sixty (60) or more.

- c) **Elective Retirement.** Any permanent member of the Police Department who reaches his/her Normal Retirement Date shall, upon receipt of his/her written application by the Willimantic Service District Pension Committee, be retired.
- d) **Retirement Benefit.** Upon retirement, in accordance with subsection (a) or (b) above, whichever is applicable, the member will be entitled to an annual pension during his/her

lifetime in an amount equal to two and one-half percent (2.50%) of his/her "Final Compensation" (annual straight-time earnings in the fiscal year last completed before his/her retirement), multiplied by his/her years of continuous permanent service, plus seventy-five percent (75%) of the average of his/her two (2) best years of departmental overtime earnings; however, the maximum annual pension shall not exceed eighty percent (80%) of his/her "Final Compensation" (annual straight-time earnings in the fiscal year last completed before his/her retirement). The rank of Chief shall not be subjected to the maximum annual pension benefit as described above.

The maximum number of years of service shall be thirty-five (35) years. Current employees with twenty-five (25) or more years of service on the effective date of this Agreement shall be eligible to work a maximum of forty (40) years. Payments shall be made on a monthly basis and shall terminate as of the month of the member's death unless an optional form of benefit is elected under Section 8.

"Final Compensation" shall be the member's annual straight time earnings in the fiscal year last completed before his/her retirement. For the purposes of determining "Final Compensation," no deduction shall be made for absence due to illness or workers' compensation injury. For Plan Years 1989 through 1993, Final Compensation taken into consideration under this Pension Plan will be limited to \$200,000 per year, in accordance with Sections 414(q)(6) and 401(a)(17) of the Internal Revenue Code and regulations issued thereunder, as adjusted from time to time by the Secretary of the Treasury. For Plan Years beginning 1994 or later, Final Compensation taken into consideration under this Pension Plan will be limited to \$150,000 per year, in accordance with Sections 414(q)(6) and 401(a)(17) of the Internal Revenue Code and regulations issued thereunder, as adjusted from time to time by the Secretary of the Treasury. The limitation will be prorated for any Plan Year of less than twelve (12) months.

In determining an Employee's "Final Compensation" for purposes of the limitations under the preceding paragraph, the rules under Code Section 401(a)(17) shall apply.

- e) Cost of Living Adjustment. For any officer retiring on or after the date of this Agreement, the officer shall become eligible for a 0.5% COLA adjustment on the first July 1 occurring at least twelve (12) months after the effective date of the officer's retirement, and on each July 1 thereafter.

SECTION 7 – DISABILITY

- a) Definition of "permanently disabled". For purposes of subsection (b) of this Section relating to service related disability, a member is permanently disabled when he/she incurs a medically determinable physical or mental impairment that can be expected to

result in death or last for a continuous period of not less than twelve (12) months which renders him/her unable to engage in any substantial gainful employment in the service of the municipality, or when he/she becomes blind. For purposes of subsection (c) of this Section, relating to non-service related disability, a member is permanently disabled when he/she incurs a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than twelve (12) months which renders him/her unable to engage in any substantial gainful activity, or when he/she becomes blind. In both cases, the determination of whether a member is permanently disabled, and when such permanent disability began, shall be made by a doctor chosen by the Willimantic Service District Pension Committee.

It is understood that an employee is "unable to perform any substantial gainful employment in the service of the municipality" if after reaching the point of maximum recovery from his/her illness or injury, he/she is not offered continuous employment by the Town in a position which pays a maximum annual base salary at least equal to 75% of the maximum annual base salary for the position he/she had attained in the Police Department.

It is further understood that so long as such employee remains in such alternate employment, he/she shall remain a member of the Police Department Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, pension benefit computation and all other economic contractual benefits as if he/she had remained in his/her previous position in the Police Department.

- b) Service related disability benefit. A member who becomes and remains permanently disabled as a result of injury received or exposure endured in the performance of police duty shall be entitled to an annual pension during his/her lifetime in an amount equal to the greater of:
 - 1) the pension he/she would have received under Section 6(d) if he/she had been eligible for retirement and retired on the day he/she became disabled; or
 - 2) fifty percent (50%) of his/her average final compensation as that term is defined in Section 6(d). Payments shall be made monthly and shall terminate as of the month of the member's death, unless an optional form of benefit is elected under Section 9.
- c) Non-service related disability benefit. If any member who has completed seven (7) years of continuous permanent service becomes and remains permanently disabled as a result of sickness contracted or injuries received while not in the performance of police duty, he/she shall be entitled to an annual pension during his/her lifetime in an amount equal to the pension he/she would have received under Section 6(d) if he/she had been eligible for retirement and retired on the day he/she became disabled.

SECTION 8 – 415 LIMITATION ON BENEFITS

Benefits payable pursuant to the Pension Plan shall be limited in accordance with the requirements of Code Section 415.

- a) No member shall accrue a benefit under the Pension Plan in excess of the maximum benefit accrual allowance pursuant to Code Section 415, which is hereby incorporated herein by reference.
- b) For purposes of Code Section 415, the “limitation year” shall be the Plan Year.
- c) For purposes of Code Section 415, Compensation shall mean a member’s earned income, wages, salaries and fees for professional services (including for Plan Years beginning after December 31, 1997, elective deferrals as defined in section 402(g)(3) of the Code and salary reduction contributions of the member not includible in his or her gross income by reason of section 125 or section 132 of the Code) and other amounts received for personal services actually rendered in the course of employment with the Employer and excluding the following:
 - i. Employer contributions to a plan of deferred compensation which are not included in the Employee’s gross income for the taxable year in which contributed or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the employee or any distributions from a plan of deferred compensation; and
 - ii. Other amounts which received special tax benefits or contributions made by the Employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in section 403(b) of the Code (whether or not the amounts are actually excludable from the gross income of the employee).

Compensation for any Limitation Year is the compensation actually paid or included in gross income during such year.

- d) For Limitation Years beginning before December 31, 1999, if the Employer maintains or at any time has maintained one or more qualified defined contribution plans covering any member in this Pension Plan, a welfare benefit plan as defined in section 419(e) of the Code, or an individual medical account as defined in section 415(1)(2) of the Code, which provides for Annual Additions, the sum of each member’s Defined Contribution Fraction and Defined Benefit Fraction will not exceed 1.0 in any Limitation Year. In order to achieve that result, the Annual Benefit payable in this Pension Plan will be limited. For Limitation Years beginning after December 31, 1999, because section 415(e)

of the Code is repealed, this provision regarding section 415(e) of the Code is deleted. Accordingly, after such date, the limitations set forth in section 415(e) of the Code for a member in both a defined benefit plan and a defined contribution plan maintained by the Employer shall not apply to any such member.

SECTION 9 – OPTIONAL JOINT AND SURVIVOR FORM OF BENEFIT

A member who has been married for one (1) year on his/her retirement date or on the date that his/her permanent disability begins may elect, instead of the form of benefit set forth in Section 6 or 7, to receive a monthly joint annuity payment of his/her life, with a monthly survivor annuity payment to his/her spouse after his/her death for his/her spouse's life, if he/she survives him/her, equal to one-half (1/2) of the joint annuity payment. The combined joint and survivor annuity payments under this option would be the actuarial equivalent, as determined by the trustees' actuaries, of the form of benefit set forth in Section 6 or 7.

SECTION 10 – DEATH

- a) Service Related Death. If any member is killed in the performance of police duty, or dies from the effects of injuries received in the performance of police duty, and he/she leaves a surviving spouse, the surviving spouse shall be entitled to an annual pension in an amount equal to fifty percent (50%) of the member's average final compensation, as that term is defined in Section 6(d). Payments shall be made monthly, and shall terminate as of the month of the surviving spouse's remarriage, or as of the month of the surviving spouse's death except as provided in the next paragraph.

In the event the member leaves no surviving spouse, but leaves one or more natural or adopted children under age 19, or in the event the surviving spouse who is receiving a pension under the preceding paragraph subsequently dies, leaving one or more of the member's natural or adopted children under age 19, the annual pension in the amount specified in the preceding paragraph shall be paid, in equal fractional shares; to the natural or adopted children under age 19. Payments shall be made monthly, shall be divided only among children under age 19, and shall terminate as of the month in which the last eligible child reaches age 19, or, if sooner, dies.

- b) Non-service related death. If any member who has completed five (5) years of continuous permanent service dies from sickness contracted or injuries received while not in the performance of police duty, and he/she leaves a surviving spouse, the surviving spouse shall be entitled to an annual pension he/she would have been entitled to as though the member had been eligible for retirement and retired on his/her last full day of service and had elected the joint and survivor option defined in Section 9 in effect, and

then subsequently had died. Payments shall be made monthly, and shall terminate as of the month of the surviving spouse's remarriage or death.

In the event the member leaves no surviving spouse but leaves one or more natural or adopted children under age 19, the annual pension in the amount specified in the preceding paragraph shall be paid, in equal fractional shares, to the natural or adopted children under age 19. Payments shall be made monthly, shall be divided only among children under age 19, and shall terminate as of the month in which the last eligible child reaches age 19, or, if sooner, dies.

- c) Return of Contributions. In the case of the service related death or non-service related death of a member who leaves no surviving spouse and no natural or adopted children under age 19, the Town shall pay to the estate of such member a sum equal to the total of all sums actually collected or deducted from the member's salary pursuant to Section 12(a) of this Agreement, and pursuant to the provisions of the plan in effect prior to December 1, 1978.

SECTION 11 – REQUIRED MINIMUM DISTRIBUTIONS

Pursuant to Code Section 401(a)(9), certain minimum required distributions shall be made from the Pension Plan.

- a) General Rules.
- i. For Plan Years beginning prior to January 1, 1997, the required beginning date of a member shall be the first day of April of the calendar year following the calendar year in which the member attains age 70 ½;
 - ii. On or after January 1, 1997, the required beginning date of a member who attains age 70 ½ in 1997 or later shall be the first day of April of the calendar year following the later of the calendar year in which the member attains age 70 ½ or terminates employment;
 - iii. A member shall commence his or her benefit distribution (in amounts which at least satisfy the minimum required distributions of Section 401(a)(9) of the Code) no later than the required beginning date applicable to such member.
- b) Special Rule. For any member who attains age 70 ½ on or after January 1, 1997, and on or before December 31, 2002, unless such member elects to commence or continue receiving his or her benefit distributions in accordance with the time set forth in subsection (a)(i) above, then the benefit distributions to the member (in amounts which at

least satisfy the minimum required distributions of Section 401(a)(9) of the Code) shall be deferred until such time as is required by subsection (a)(iii) above.

- c) Overall General Rule. Payment of benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events have occurred:
- i. The member has attained the earlier of age 65 or the normal retirement age;
 - ii. The tenth anniversary of the year in which a member first became a member has occurred; and
 - iii. The member has terminated service with the Employer.
- d) Actuarial Adjustments. For a member whose required beginning date is the April 1st of the calendar year following the calendar year of the member's termination of employment, as determined by Section 401(a)(9)(c)(i)(II), in the event such member terminates employment in a calendar year after the calendar year in which the member attains age 70 ½, then such member's Retirement Benefit shall be actuarially increased in accordance with Section 401(a)(9)(c)(iii) and any applicable regulations or other IRS guidance issues thereunder.

**SECTION 12 – MANDATORY CONTRIBUTIONS; RETURN OF CONTRIBUTIONS
UPON TERMINATION OF EMPLOYMENT; RULES OF BOARD**

- a) Effective January 1, 2016, an amount of eight and one-half percent (8 ½%) of the straight time earnings of each and every member shall be collected or deducted by the Town Controller from the salary of such member, and said amount shall be credited to the policemen's pension fund. Effective January 1, 2017, an amount of nine percent (9.0%) of the straight-time earnings of each and every member shall be collected or deducted by the Town Controller from the salary of such member, and said amount shall be credited to the policemen's pension fund. Effective as soon as practicable after the signing of this Agreement, the Town shall take such actions as may be necessary to permit such contributions to be treated on a pre-tax basis, to the extent permitted by law.
- b) Any member who voluntarily resigns from the police department, or who is dismissed or discharged for misconduct, shall not receive any of the benefits created under this pension fund, but shall, in lieu of all such benefits, be entitled to draw from the pension fund, upon making application to the Town Controller, a sum equal to the total of all sums actually collected or deducted from his/her salary pursuant to subsection (a) above, and pursuant to the provisions of the plan in effect prior to December 1, 1978.

- c) Any member who has completed ten (10) years of continuous permanent service, i.e., who is vested - and who thereafter voluntarily resigns from the police department, or who thereafter is dismissed or discharged for misconduct, shall have the option of either withdrawing from the fund a sum computed in accordance with subsection (b), or collecting beginning at age 60 a monthly retirement benefit computed in accordance with Section 6(d). Not earlier than age fifty (50), such member shall be entitled to collect a monthly retirement benefit computed in accordance with Section 6(d), but reduced on an actuarial basis by the number of years less than age sixty (60). The early retirement reduction shall be calculated at .4% per month or 4.8% per year for every month/year before age 60. For the purpose of this subsection only, service which occurs prior to a period of more than six (6) months of absence from duty without pay shall not be considered in computing continuous permanent service.
- d) The Willimantic Service District Pension Committee shall have the power to make rules and regulations necessary to carry the foregoing provisions into effect.

While the Willimantic Service District Pension Committee has the power to make rules and regulations necessary to administer the Pension Fund, the Town agrees to negotiate with the Union prior to implementing any rule or regulation which has an impact on a mandatory subject of bargaining as defined by Connecticut state law.

SECTION 13 – ROLLOVERS

Pursuant to Code Section 401(a)(31), the following required provisions concerning rollovers from the Pension Plan shall be included:

- a) **Right to Elect Direct Rollover.** This Section applies to distributions made on or after January 1, 1993. A Distributee may elect at any time and in the manner prescribed by the Plan administrator in accordance with applicable regulations, to have all, or any portion that is equal to at least \$500, of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- b) **Definitions.** The following definitions will apply to this Section.
 - i. An *"Eligible Rollover Distribution"* is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
 - A. any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the

Distributee's designated beneficiary, or for a specified period of ten years or more;

- B. any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and
- C. the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer Securities.

A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution with the meaning of (a)(i) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Pension Plan during the same calendar year will total less than \$200.00.

- ii. An *"Eligible Retirement Plan"* is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code or a qualified trust described in Section 401(a) of the Internal Revenue Code that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- iii. A *"Distributee"* includes an employee or former employee. In addition, the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse.
- iv. A *"Direct Rollover"* is a payment by the Pension Plan to the Eligible Retirement Plan specified by the Distributee.

c) Deemed Elections.

- i. A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- ii. A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with

respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Plan Administrator of the change in the form and manner prescribed by the Plan Administrator.

- d) Notice to Employee. Within a reasonable period of time before an Eligible Rollover Distribution is made, and in accordance with section 402(f) of the Internal Revenue Code and applicable regulations, the Plan Administrator shall provide to the Distributee an explanation of the right to elect a Direct Rollover, the federal tax withholding consequences of failing to elect a Direct rollover, the tax effects of making a rollover (other than a Direct Rollover) to an Eligible Retirement Plan, and the tax rules applicable to lump sum distributions, if applicable.

SECTION 14 – USERRA

Pursuant to Code Section 414(u), the following required provision concerning qualified military service shall be included:

Effective December 12, 1994, contributions, benefits and service credit with respect to qualified military services will be provided in accordance with 414(u) of the Code.

SECTION 15 – GENERAL PROVISIONS

- a) The Town and the Union agree that wherever reference is made to gender in this document, it will apply to both male and female genders (i.e. he means she and her means him).
- b) Upon receipt of a written request, the Town agrees to provide the President of the Union with copies of all actuarial reports, as well as copies of any available investment summaries provided the Town by the Pension Fund's investment managers.
- c) Upon written request, each employee within five (5) years of normal retirement shall receive an annual statement no later than December 31 of each such year prior to normal retirement, which shall include the following information: the amount of such employee's contributions to the Fund and the estimated amount of monthly pension benefits projected at the age of normal retirement. The Town shall devise a worksheet whereby any employee, upon reasonable request, may calculate his/her projected pension benefits under the plan.
- d) The Town agrees to discuss the Memorandum of Understanding regarding inability to perform "substantial gainful employment in the service of the municipality."

SECTION 16 – RETIREES HEALTH INSURANCE FUND

- a) The Town of Windham/Willimantic Service District ("the Town") agrees to contribute the sum of \$7.00 per hour surcharge on all extra and special duty work assignments to a Retirees Health Insurance Fund established by United Public Service Employees Union/COPS Division (UPSEU/COPS), Unit #340. The Union shall establish such fund for the purpose of contributing toward the cost of basic hospitalization health insurance benefits purchased or maintained by individual bargaining unit members retiring from the Willimantic Police Department on or after the effective date of this Agreement. Each bargaining unit member who retires under the Town Pension Plan shall be included in the Town of Windham's active employee health insurance group and shall have access to group rates until such time as the member reaches age 65, reaches eligibility for Medicare or becomes eligible for insurance benefits through another employer, whichever occurs first. Bargaining unit members electing coverage shall be responsible for 100% of the premium and/or allocated rate. The nature and scope of coverage, including, but not limited to, deductibles, co-insurance, co-pays and/or limits shall be those in effect for active Police Officers, as those coverages, including, but not limited to, deductibles, co-insurance, co-pays and/or limits may change from time to time.
- b) The Union agrees to establish such fund in accordance with all applicable federal and state laws. The by-laws of such fund and any changes thereof shall be subject to the approval of the Willimantic Service District Pension Committee prior to their implementation. Such approval shall not be unreasonably denied.
- c) The Town also agrees to mandatory bi-weekly payroll deductions of all bargaining unit members of two percent (2%) of base wages. Such deductions shall be forwarded to the IBPO Retirees Health Insurance Fund.
- d) The Union agrees to indemnify and hold harmless the Town of Windham/Willimantic Service District and any of its officers, employees, or agents from any and all claims, demands, suits, or other form of liability, including attorney's fees and costs, arising out of payments to such fund or the administration of such fund.

SECTION 17 – DURATION

This Agreement shall remain in full force and effect through June 30, 2020.

APPENDIX C


	Option 1 Emps. prior to 1/1/16	Option 2 Emps. prior to 1/1/16	Option 3 Emps. after 12/31/15
	PPO Town - 003137-009	HDHP Town - 003137-109	HDHP Town - 003137-109
Type of Plan	PPO	HDHP	HDHP
Referrals Required	No	No	No
Dep/FTS Eligibility	26	26	26
In Network			
Deductible	N/A	\$2,000/\$4,000	\$2,000/\$4,000
Coinsurance	N/A	100%	100%
OOP Maximum	N/A	\$4,000/\$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Preventive Care	\$0	covered 100%	covered 100%
Office visit copay	\$20 / \$25 / \$30	ded coinsurance	ded coinsurance
Specialist visit copay	\$20 / \$30 / \$40	ded coinsurance	ded coinsurance
OB/GYN	\$20 / \$30 / \$40	ded coinsurance	ded coinsurance
Maternity Care	\$20	ded coinsurance	ded coinsurance
Lab & X-ray	\$0	ded coinsurance	ded coinsurance
Inpatient copay	\$150 / \$225 / \$300	ded coinsurance	ded coinsurance
Outpatient copay	\$100 / \$125 / \$150	ded coinsurance	ded coinsurance
Urgent care copay	\$50	ded coinsurance	ded coinsurance
Emergency Room copay	\$100 / \$125 / \$150	ded coinsurance	ded coinsurance
Ambulance	\$0		
Infertility Services			
Phase I	Covered per	Covered per	Covered per
Phase II	State of CT	State of CT	State of CT
Maximum	Mandate	Mandate	Mandate
Out of Network			
Deductible	\$400/\$800/\$1,200	\$2,000/\$4,000	\$2,000/\$4,000
Coinsurance	20%	20%	20%
OOP Maximum	\$3,000/\$6,000/\$9,000	\$4,000/\$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Prescription Drugs			
Generic	\$5	ded then copay of \$5	ded then copay of \$5
Listed Brand	\$25	ded then copay of \$25	ded then copay of \$25
Non-Listed Brand	\$40	ded then copay of \$40	ded then copay of \$40
Pharmacy Day Limit	34 days - 100 unit dose	30 days - 90 unit dose	30 days - 90 unit dose
Pharmacy Maximum	\$2,000	Unlimited	Unlimited
Elected Brand	Copay + Diff		
Dispense as Written	Copay only		
Prior Approval	Copay only		
Non-Par Claims	20%		
Mail Order	2x retail		
MOD Day Limit	100 days		
MOD Maximum	\$2,000		

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused their names to be signed on this 14th
day of September, 2018.

Signed, Sealed, and Delivered in the presence of:

THE TOWN OF WINDHAM/
WILLIMANTIC SERVICE DISTRICT

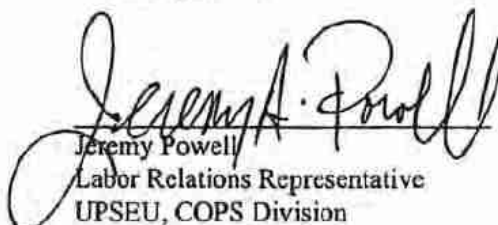


Jim Rivers
Town Manager

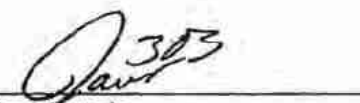
THE UNITED PUBLIC SERVICE
EMPLOYEES UNION/COPS #340




Kevin Boyle
President, UPSEU




Jeremy Powell
Labor Relations Representative
UPSEU, COPS Division



Javier Mercado
President, UPSEU COPS #340




Ian Brown



Keith Edele #314

 #370
Paul Hussey


Jonathan John

 #318
Matthew Nixon


Fabian Silva



**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF WINDHAM
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
COPS DIVISION #340**

THIS MEMORANDUM OF AGREEMENT is being made by and between the Town of Windham, hereinafter referred to as the "Town", and the United Public Service Employees Union, COPS Division #340, hereinafter referred to as the "Union".

The Town and Union are parties to a Collective Bargaining Agreement ("CBA") having an effective date of July 1, 2018 through June 30, 2021.

As a result of the parties' recent discussions concerning compensatory time; specifically setting a lifetime maximum of two hundred (200) hours and the need to care for those employees who currently have more than the lifetime maximum, the Town shall make available two (2) options for affected employees. They are as follows:

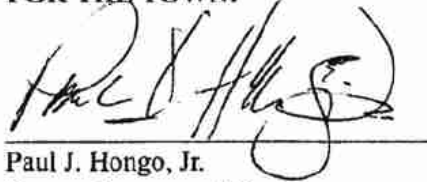
Option 1. Receive a payout for all hours above two hundred (200), or

Option 2. "Red Circle" their current hours; and in doing so they will receive payment for any compensatory time earned, until such time their balance falls below two hundred (200) hours.

Affected employees shall have thirty (30) days following the execution of this Agreement to inform the Town of which option they are selecting.

THIS MEMORANDUM OF AGREEMENT is being made without prejudice or precedent for future claims.

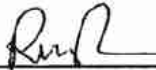
FOR THE TOWN:



Paul J. Hongo, Jr.
Human Resources Director

9/6/2018

Date

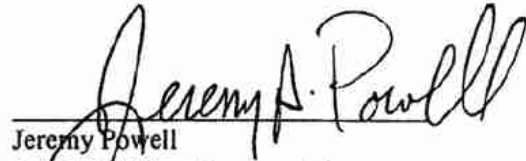


Roberto Rosado
Chief of Police

9/13/18

Date

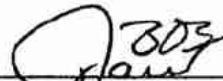
FOR THE UNION:



Jeremy Powell
Labor Relations Representative
UPSEU, COPS Division

9/14/18

Date



Javier Mercado
President, UPSEU, COPS #340

9/14/18

Date

To: Javier Mercado, President - UPSEU COPS #340
 Jeremy Powell, Labor Relations Representative
 UPSEU, COPS Division

Cc: Jim Rivers, Town Manager
 Neida Rosado, Executive Administrator/Compliance Coordinator
 Eileen Duggan, Labor Attorney

From: Paul J. Hongo, Jr., Human Resources Director



Date: July 10, 2018

RE: Side Letter of Agreement

This Side Letter of Agreement shall serve to memorialize our discussions regarding the ability for employees to place up to five (5) vacation days in reserve in the event they are absent from work for an extended period of time, as a result of a non-work related injury/illness.

To that end;

For employees hired prior to January 1, 2016 -

The law permits an employer to require an employee to use his/her unused accrued leave during the 12-week FMLA period. During the 12-week FMLA period, the Town requires employees to use their unused accrued sick leave, followed by personal leave, followed by vacation leave.

If an employee is not well enough to return to work after exhausting the 12-week FMLA period (because he/she is still temporarily totally disabled), he/she may continue to use his/her unused accrued sick leave, followed by personal leave, followed by vacation leave.

Any employee who is out beyond the 12-week FMLA period, and who is still not cleared for full active duty, may elect to place a maximum of five (5) vacation days in reserve (so long as he/she still has unused vacation leave). Reserve shall be defined as the period of time between the date the employee returns to work (full duty status) and the date he/she recycles his/her vacation leave.

In the event an employee, who placed a maximum of five (5) vacation days in reserve, exhausts all of his/her unused accrued leave, and is thus eligible to receive the 26-week sickness and accident benefit (in accordance with Article XIX, Section 19.4 (because he/she

is still not cleared for full active duty), he/she must wait an equivalent number of days before the aforementioned benefit commences. To be clear, this means an employee who places a maximum of five (5) days in reserve may not receive pay for one (1), two (2), three (3), four (4), or five (5) days before the 26-week sickness and accident benefit begins.

In the event the affected employee is cleared for full active duty, but wishes to remain out of work, he/she shall be required to request a leave of absence without pay in accordance with Article XIX, Section 19.1.

For employees hired after December 31, 2015 -

During the 12-week FMLA period, the employee will be paid in accordance with Article XIX, Section 19.3.

If an employee is not well enough to return to work after exhausting the 12-week FMLA period (because he/she is still temporarily totally disabled), he/she will continue to receive pay in accordance with Article XIX, Section 19.3.

Should an employee, who has been cleared for full active duty, request to remain out of work, he/she must request a leave of absence with pay (if he/she has unused accrued sick, personal, and/or vacation leave, or a leave of absence without pay (if he/she has exhausted all of his/her unused accrued sick, personal, and vacation).

An employee who requests a leave of absence with pay (because he/she has unused accrued sick, personal, and/or vacation leave) may elect to place a maximum of five (5) vacation days in reserve (so long as he/she still has unused vacation leave). Reserve shall be defined as the period of time between the date the employee returns to work (full duty status) and the date he/she recycles his/her vacation leave.

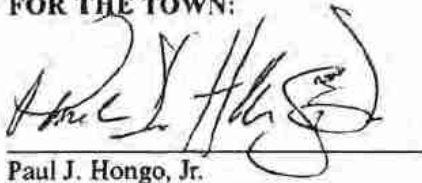
In the event an employee who elected to place a maximum of five (5) vacation days in reserve exhausts all of his/her unused accrued leave, he/she will not receive any pay until he/she returns to work.

It is understood any employee who is granted a leave of absence without pay shall not accrue any benefits; however, seniority, exclusive of the period of leave of absence without pay, shall be restored upon his/her return to work.

It is also understood the employee, upon returning to work, has one (1) year to reimburse the Town for all mandatory employee pension contributions.

Please indicate your concurrence with your signature below.

FOR THE TOWN:

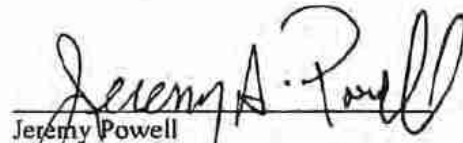


Paul J. Hongo, Jr.
Human Resources Director

9/6/2018

Date

FOR THE UNION:



Jeremy Powell
Labor Relations Representative
UPSEU, COPS Division

9/6/18

Date



**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF WINDHAM
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
COPS DIVISION #340**

THIS MEMORANDUM OF AGREEMENT is being made by and between the Town of Windham, hereinafter referred to as the "Town", and the United Public Service Employees Union, COPS Division #340, hereinafter referred to as the "Union".

The Town and Union are parties to a Collective Bargaining Agreement ("CBA") having an effective date of July 1, 2018 through June 30, 2021.

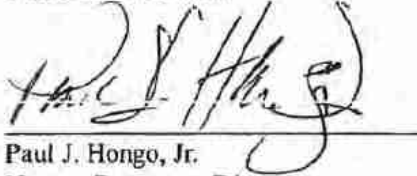
Effective July 1, 2018, the Police Detective position shall be considered a promotion.

Any vacancy that occurs after July 1, 2018 shall be filled in accordance with Article XXII - Promotional Policy of the CBA. (Employees who are currently on title shall be "grandfathered"; and therefore, exempt from the aforementioned promotional process.)

All other terms and conditions of employment are contained within the CBA.

THIS MEMORANDUM OF AGREEMENT is being made without prejudice or precedent for future claims.

FOR THE TOWN:



Paul J. Hongo, Jr.
Human Resources Director

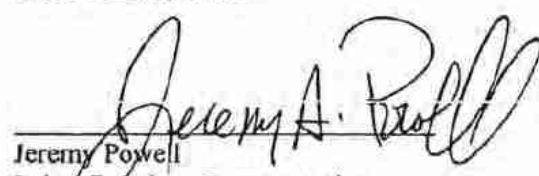
9/6/2018
Date



Roberto Rosado
Chief of Police

9/13/18
Date

FOR THE UNION:



Jeremy Powell
Labor Relations Representative
UPSEU, COPS Division

9/14/18
Date



Javier Mercado
President, UPSEU, COPS #340

9/14/18
Date