

AGREEMENT BETWEEN  
THE TOWN OF WETHERSFIELD, CONNECTICUT  
&  
LOCAL #391 INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS  
WETHERSFIELD POLICE JULY 1, 2019- JUNE 30, 2023



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## AGREEMENT

This Agreement is entered into by and between the Town of Wethersfield, Connecticut (hereinafter referred to as the "Town") and the International Brotherhood of Police Officers, Local 391 (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Wethersfield and its agencies and departments, including the Police Division. "Employees" as used herein, refers to a member of the bargaining unit defined under Article I of this Agreement.

It is the intention of the parties in entering into this Agreement to maintain at all times between them a harmonious relationship, recognizing that the welfare of the Town and its employees is dependent upon the high quality of service the Town, and its employees, render the citizens, and also recognizing the Town's obligation to preserve and protect the public safety and order.

Now, therefore, in consideration of the mutual obligation contained herein, the parties agree as follows:

ARTICLE I  
RECOGNITION

- 1.0 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all full time permanent police patrol officers, police sergeants, and police commanders within the Wethersfield Police Division, excluding all civilians, Second in Command and Chief of Police.
- 1.1 There shall be no discrimination among the employees included in this Agreement by reason of age, sex, marital status, race, religion, creed, national origin, political affiliation, union membership.
- 1.2 Wherever the masculine gender is used in this Agreement, it also refers to the feminine gender.

ARTICLE II  
TOWN RIGHTS

- 2.0 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town and any of its Departments, Agencies, Commissions, or Boards pursuant to any Chapter, general or specific statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to members of the Police Division, shall remain vested and exclusively in the Town of Wethersfield, including, but not limited to the following: determine the standards of services to be offered by the Police Division; determine the standards of selection for employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All of the above rights, responsibilities and prerogatives may not be subject to any grievances or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE III  
UNION MEMBERSHIP

- 3.0 As a condition of employment all present employees who are members of the Union upon the effective date of this Agreement shall remain members, in good standing for the duration of this Agreement.



- 3.1 Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee" within thirty (30) days as a condition of employment.
- 3.2 Each new employee, as a condition of employment, shall become a member of the Union in good standing after sixty (60) days of employment or shall be assessed a "Union Service Fee". Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect. Should the sixty days of employment end during the middle of a biweekly pay period, the fee or assessment paid for that pay period shall be one-half of the normal amount.
- 3.3 New or probationary employees shall be eligible for Union membership after 60 working days of employment.
- 3.4 As convenient to it, but at least once each month, the Town agrees to deduct from paychecks a sum for dues upon the receipt of a valid authorization from the employee.
- 3.5 Deductions provided for in Section 3.4 shall be remitted to the duly authorized Treasurer of the Union not later than two weeks following the pay period in which the deduction is made. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither the employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.
- 3.6 The Town agrees that no employee will be prevented from entering his place of work unless under suspension or discharge. The Union agrees there will be no strike; refusal to work; work stoppage; work slowdown or mass absenteeism.

## ARTICLE IV HOURS OF WORK

- 4.0 The work week for the Patrol Bureau, Detective Bureau and the Support Services Bureau shall be forty (40) hours consisting of five (5) consecutive days per week with two (2) consecutive days off; eight (8) hours per day, forty (40) hours per week and forty-eight (48) consecutive hours off respectively, except during the monthly change of shifts (the first Monday of month) which shall continue as the practice currently in effect. See duty roster in Section 4.1 for normal work periods (The duty roster shall be for the purposes of illustrating the hours of work and days off of the various duty positions of the Bargaining Unit. Such duty roster shall not be interpreted as the Town forfeiting its right to 1) set the number of positions in the Bargaining Unit nor 2) set the number of positions in the respective bureaus or what officers, or duties, are to be assigned to those bureaus).

The working shifts for the Patrol Bureau are as follows:

- a. 7:30 AM to 3:30 PM and 8:00 AM to 4:00 PM
- b. 3:30 AM to 11:30 PM and 4:00 PM to 12:00 midnight
- c. 11:30 PM to 7:30 AM and 12:00 midnight to 8:00 AM

The working shifts for the Detective Bureau are as follows:

- a. 8:00 AM to 4:00 PM
- b. 3:00 PM to 11:00 PM and 4:00 PM to 12:00 midnight

The working shifts for the Support Services Bureau are as follows:

- a. 8:00 AM to 4:00 PM and 7:00 AM to 3:00 PM
- b. 4:00 PM to 12:00 midnight

However, these shall be the basic shifts and the employer may establish additional shifts according to the needs of the Division.

#### 4.1 Duty Roster

##### 1. Duty Roster: Patrol Officers

- a. Each group shall rotate amongst themselves.
- b. There shall be three (3) groups, based on seniority.
  - i. Most Senior (4)
  - ii. Second Most Senior (8)
  - iii. Third Most Senior (11)

##### 2. Duty Roster: Patrol Sergeants

- a. Each group shall rotate amongst themselves.
- b. There shall be two groups, based on Rank Seniority
  - i. Most Senior (2)
  - ii. Second Most Senior (2)
- c. Hours of Work – 0730-1530, 1530-2330, 2330-0730
  - i. Most Senior (2).
  - ii. Second Most Senior (2). The Relief Sergeant will be scheduled to work Tuesday-Friday with the remaining eight (8) hours to be worked/accounted for at the Relief Sergeant's discretion during the same work week subject to the general scheduling restrictions contained in the Collective Bargaining Agreement.

##### 3. Detectives:

- a. There are six (6) officers assigned to the Detective Division.
- b. Effective July 1, 2019; the next Detective vacancy shall be filled and only held as a five (5) year temporary rotational position.



	MON	Tue	WED	THU	FRI	SAT	SUN
CHIEF	DY	DY	DY	DY	DY	OFF	OFF
2nd Command							
Shift Commander							
ASBLT	8:00	8:00	8:00	8:00	8:00	OFF	OFF
PLAN&RES	DY	DY	DY	DY	DY	OFF	OFF
DOLT	8:00	8:00	8:00	8:00	8:00	OFF	OFF
A-DD#1	DY	DY	DY	DY	DY	OFF	OFF
B-DD#1	3-11	4-12	4-12	4-12	4-12	OFF	OFF
A-DD#2	OFF	DY	DY	DY	DY	DY	OFF
B-DD#2	OFF	3-11	3-11	3-11	3-11	3-11	OFF
A-DD#3	DY	DY	DY	DY	DY	OFF	OFF
JUVENILE OFC	DY	DY	DY	DY	DY	OFF	OFF
S.R.O.	DY	DY	DY	DY	DY	OFF	OFF
Special Assignment	DY	DY	DY	DY	DY	OFF	OFF
Special Assignment	DY	DY	DY	DY	DY	OFF	OFF
SS-LT	8:00	B:00	8:00	8:00	8:00	OFF	OFF
SS-SGT	DY	DY	DY	OFF	OFF	DY	DY
A-SS#1	7:00	7:00	7:00	7:00	7:00	OFF	OFF
A-SS#2	DY	OFF	OFF	DY	DY	A-HQ	A-HQ
BHQ	DY	DY	DY	OFF	OFF	DY	DY
D.A.R.E.	DY	DY	DY	DY	DY	OFF	OFF
DRELDISP	OFF	7:30	7:30	7:30	7:30	8:00	OFF
ADISP	DY	DY	DY	DY	DY	OFF	OFF
F RELDISP	C	3:30	B	B	OFF	OFF	C
CDISP	OFF	DY	DY	DY	DY	DY	OFF
BDISP	DY	DY	OFF	OFF	DY	DY	DY
E RELDISP	7:30	OFF	OFF	3:30	3:30	3:30	8:00
PTDISP	3:30	OFF	3:30	OFF	OFF	OFF	OFF
PTDISP	OFF	OFF	OFF	OFF	OFF	OFF	A&B
A,CO	DY	DY	DY	DY	DY	OFF	OFF
AC04HRS	OFF	5:30	OFF	5:30	5:30	8:00	OFF
A,C04HRS	OFF	DY	DY	OFF	OFF	OFF	9:00

		MON	TUE	WED	THU	FRI	SAT	SUN	9
PATROL LT		8:00	8:00	8:00	8:00	8:00	OFF	OFF	
ADMINSGT		8:00	8:00	8:00	8:00	8:00	OFF	OFF	
A-SGT		8:00	8:00	6:00	8:00	8:00	OFF	OFF	
B-SGT		4:00	4:00	4:00	OFF	OFF	4:00	4:00	
2nd SENIOR									
C-SGT		MID	OFF	OFF	MID	MID	MID	MID	
SGT-REL		8:00	MID	MID	4:00	4:00	OFF	OFF	
MOST SENIOR									
B-6		3:30	3:30	3:30	3:30	3:30	OFF	OFF	
A-4		OFF	OFF	7:30	7:30	7:30	7:30	7:30	
F-REL		A-6	A-3	A-3	A-6	A-6	OFF	OFF	
B-REL		OFF	OFF	B-4	B-4	B-7	B-2	B-5	
2nd SENIOR									
A-5		8:00	8:00	8:00	OFF	OFF	8:00	8:00	
D-REL		B-7	B-3	3-3	B-HQ	B-HQ	OFF	OFF	
C-4		11:30	11:30	11:30	11:30	11:30	OFF	OFF	
A-3		8:00	OFF	OFF	8:00	8:00	8:00	8:00	
B-4'		3:30	3:30	OFF	OFF	3:30	3:30	3:30	
H-REL		A-7	A-4	A-2	A-2	A-7	OFF	OFF	
C-REL		C-3	C-3	C-6	C-2	C-6	OFF	OFF	
B-9		OFF	OFF	14:00	4:00	4:00	4:00	4:00	
LEAST SENIOR									
G-REL		B-8	OFF	OFF	B-7	B-8	B-5	B-2	
C-5		OFF	OFF	MID	MID	MID	MID	MID	
A-2		7:30	7:30	OFF	OFF	7:30	7:30	7:30	
B-2		3:30	3:30	3:30	3:30	3:30	OFF	OFF	
E-REL		C-5	C-5	OFF	OFF	C-2	C-4	C-4	
A-REL		A-4	A-6	A-6	A-5	A-5	OFF	OFF	
B-3		4:00	OFF	OFF	14:00	14:00	14:00	4:00	
I-REL		A-a	A-7	A-7	OFF	OFF	A-6	A-6	
C-3		OFF	OFF	MID	MID	MID	MID	MID	
B-5		14:00	4:00	4:00	4:00	4:00	OFF	OFF	
C-2		11:30	11:30	11:30	OFF	OFF	11:30	11:30	
TRAINING									

- 4.2 Once designated pursuant to Section 4.4 an employee's regular days off shall not be changed during the monthly work period except by consent of the employee. Shifts once designated shall not be changed without the consent of the employee except when changes are needed to balance manpower due to separation, disability, or extended training assignments of a Bargaining Unit member in excess of thirty (30) calendar days, excluding the Municipal Police Training Academy. All temporary changes due to the above circumstances shall be made amongst the eleven (11) LEAST senior employees ONLY of officers assigned to the Patrol Bureau. Such temporary change shall be made with at least one-week notification to the affected employee and shall last no longer than the next normal shift change, after which the employee shall be returned to the place in the duty roster he would have occupied had the change not been made, and another temporary change made to another employee. Employees may exchange workdays and/or work periods with another employee upon approval of the Police Chief. Any request for such swaps shall not require a reason or explanation.
- 4.3 If conditions permit an employee shall be granted: (a) a thirty minute meal period AS near as practicable to normal eating hours and (b) a fifteen minute "break" within each four hours of each four hour or eight hour shift. Any conflict between or amongst employees shall be resolved on the basis of seniority.
- 4.4 Subject to Article XII, the Town may, during emergency conditions, modify the work schedule to meet the needs of the Town. The Patrol Bureau work schedule may be changed if such change is:
- a. Necessary to meet non-emergency public safety needs or
  - b. Necessary to meet changing trends in the Town's need or desire for police service.

If either of these circumstances presents itself, the work schedule may be changed by agreement between the Chief of Police and Union President. Should either party not agree, the work schedule may be changed, in the case of 4.4a, with the Town Manager as sole and final decision maker, and, in the case of 4.4b, by negotiation with the Union. In either case, the following constraints shall be observed:

- 1. The four most senior officers assigned to the Patrol Bureau shall be allowed a separate rotation consisting of four shift lines (two day shifts and two evening shifts), two (50%) of which shall have Saturday and Sunday as days off.
  - 2. The junior officers assigned to the Patrol Bureau shall be allowed 36.8% (7 of 19) of shift lines having Saturday and Sunday as days off. All future additions to or deletions from Patrol Bureau staffing shall keep as near as practicable to the same percentage.
- 4.5 When necessary the Chief may assign an employee for a continuing investigation onto the next following shift in order to complete said investigation, on an overtime basis. If the investigation is



one that necessitates more time than the next following shift, (i.e. fatal) the Chief may assign the employee to a different shift in order to conduct and/or conclude said investigation and upon such conclusion the employee shall be returned back to his normal work schedule. Nothing herein shall restrict the Chief of Police from exercising those prerogatives given to him in 4.2.

- 4.6 (A) FLEX TIME OPTION, This option shall be offered at the discretion of the Chief of Police. Police Commanders and all members assigned to any Bureau (excluding the Patrol Bureau) shall have access to this option. Members of the bargaining unit may be allowed to alter the hours of their assigned shift (Known as "Flex Time"). The use of flextime will be by mutual agreement by the Chief of Police, the Member involved. Should an objection be made, by any of these two, then the flextime request shall be denied. The member would then work their normal hours under 4.0 and the duty roster. The member shall work a full eight- (8) hour shift with the exception of authorized leave. The use of flextime shall neither cost the town any overtime nor reduce the manpower to a level not consistent with present practices.
- (B) FLEX TIME OPTION FOR PATROL BUREAU This option shall be offered at the discretion of the Chief of Police. Members of the bargaining unit may be allowed to alter the hours of their assigned shift (Known as "Flex Time"). The use of flextime will be by mutual agreement by the Chief of Police, and the Member involved. Should an objection be made, by any of these two, then the flextime request shall be denied. The member would then work their normal hours under 4.0 and the duty roster. The member shall work a full eight- (8) hour shift with the exception of authorized leave. The use of flextime shall neither cost the town any overtime nor reduce the manpower to a level not consistent with present practices. The following criteria must be met before flextime is approved.
- (1) Special Duty - After traffic list and/or Everbridge is exhausted, but prior to offering to an outside agency. The member using flex time, cannot flex to a shift that had already required overtime to fulfill staffing.
  - (2) Patrol Duty - After the sign up list and/or Everbridge is exhausted. The member using flex time, cannot flex to a shift that had already required overtime to fulfill staffing.
  - (3) In both situations, Special Duty and Patrol Duty; the duty will be filled using job count priority.

If the Private Duty is completed in less than eight hours, the member has the option of commencing their (8) hour shift with the approval of the shift supervisor and/or commander. If the Private Duty is not completed in eight hours, a relief officer will be assigned so the flexing officer can work their eight (8) patrol shift. See Article VI Special Police Duty.

- 4.7 SPECIAL ASSIGNMENT, There shall be three "SPECIAL ASSIGNMENT", positions added to the Duty roster, under section 4.1 of this agreement. These positions may be filled at the discretion of the Chief of Police. These positions shall be filled on a voluntary basis, with their

duties set by the Chief of Police. The duty hours for these positions will be by mutual agreement by the Chief of Police, the Member involved and the Union President.

- 4.8 SERGEANT WORK ROTATION (PATROL) There shall be two separate rotations for Sergeants assigned to the Patrol Division. The two most senior Sergeants shall be allowed a separate rotation consisting of a day shift and an evening shift, one of which shall have a Saturday and Sunday off. The two junior Sergeants shall be assigned a separate rotation consisting of a midnight and a relief shift, one of which shall have a Saturday and Sunday off. Personnel assigned to the SGT-REL rotation will have the ability to use the Flex Time Option on Monday.

Assignment to these rotations shall be based on rank seniority. Rank Seniority shall be defined as the total length of continuous service as a permanent appointee to a given rank.

- 4.9 SERGEANT WORK ROTATION (ADMINISTRATIVE, ACCREDITATION, TRAINING) There shall be a separate rotation for the Sergeants assigned to these three positions. The rotation is listed below:

- (1) Days with weekends off
- (2) Days with weekends off
- (3) Days with Thursday and Friday off, covering A-Patrol Sergeant on Saturday and Sunday. Sergeants shall have the ability to use the Flex Time Option for the days off during the week.

## ARTICLE V OVERTIME WORK

- 5.0 A. Employees shall receive one and one half (1 ½) of his regular hourly rate for all hours in excess of forty hours per week and eight hours per day. Computation shall be in fifteen (15) minute units or the nearest part thereof.
- B. Employees shall receive one and one-half (1 ½) of his regular hourly rate for all hours spent in training, including travel time (subject to restrictions below), with a MINIMUM of four (4) hours overtime, when such training occurs during the employee's off duty hours. If such training is contiguous to the employee's duty roster (shift) and the anticipated training is less than two (2) hours, then such payment shall be for a MINIMUM of two (2) hours of overtime. If such training extends beyond said two (2) hours (fifteen minutes or more), then such payment shall be for a MINIMUM of four (4) hours of overtime.
1. Travel time will not be paid when the training site is in the Town of Wethersfield or



- a. the training site is outside the Town of Wethersfield and the Town permits, and the employee opts to report directly to, from, the training site on his/her own.
- b. "Travel time" is defined as the reasonable, ordinary time to travel to, and from, the training site and Police Headquarters.

- 5.1 A. Employees shall receive one and one-half (1 ½) times their regular hourly rate for emergency standby time, beginning at the time of notification.
- B. The Town and Union agree that there shall be no "holding" in connection with called back-to or called-in-early overtime unless an emergency occurs. "Holding" is defined as "holding" a called-back-to-duty or called-in-early officer for overtime beyond what is required to handle the situation(s) (because there is a minimum payment required) which required the need for an extra officer or officers."
- C. All "order in situations" for overtime, an employee shall be compensated at a rate of DOUBLE TIME with a MINIMUM of eight (8) hours payment. Specifically, excluded are the following:
- 1. Training
  - 2. 5.1 D below
  - 3. Overtime for Detective Personnel at MAJOR CRIME SCENES-investigation and/or follow-up.

Detectives called in for major crime investigations shall be paid at a rate of time and one half (1 1/2 ) for hours spent at such investigations enumerated below and NOT at a rate of DOUBLE TIME.

Major Crimes:

All shootings (fatal or otherwise)  
Suspicious deaths or bodies found  
Armed robbery  
Rape (timely evidentiary purposes)  
Kidnappings  
Missing persons with suspicious circumstances (must be present)  
High risk narcotics raids  
Unusual burglary (roof jobs, safe jobs, multiple unit hits)  
Arson  
Multiple Assaults (I.E. gang type activity)  
Sexual assaults on minors  
Major felon apprehensions or hostage situations  
Special Response Team situations



D. The Town and Union agree that if the circumstance of a possible "holdover" (that is NOT immediate emergency in nature) presents itself, the Town shall attempt to fill the anticipated "holdover" on a volunteer basis whenever possible first. Should the above circumstance not be filled on a volunteer basis and an employee is "ordered heldover", then the least senior employee on that shift (excluding such employee if having already worked sixteen (16) hours, consecutive-then continue in inverse seniority) within the respective bureau, shall be "ordered heldover" and shall be compensated at a rate of time and one half (1 ½) for all such overtime hours or portion thereof. Nothing above is intended to restrict the Chief of Police in the event of a situation (that is immediate emergency in nature) to take whatever steps are necessary to respond to such emergency that may involve a "holdover" of an entire shift (working PATROL, DETECTIVE or SUPPORT SERVICE bureaus) or portion thereof. Any employee so "ordered heldover" shall be compensated at a rate of time and one half (1 ½) for all such overtime hours or portion thereof.

5.2 The Memorial Day Parade, open house, funeral assignments for police personnel or other dignitaries shall be on a voluntary basis unless the officer is on duty when he may be required to participate in the foregoing. For those wishing to participate not on duty there shall be no compensation in any manner.

5.3 A. Employees who may be required to return to perform overtime duties on a regular working day, such overtime not being continuous to his regular shift, shall be paid not less than four (4) hours pay at a rate of one and one-half times his normal rate. For the purpose of this provision, a regular working day shall be an entire twenty-four (24) hour period commencing at midnight and ending twenty four (24) hours later during which the employee is scheduled for a regular tour of duty. An employee called in prior to his regular tour of duty for time continuing to his regular tour of duty, shall be paid at the rate of one and one-half (1 ½) his normal rate for such early duty but not less than one (1) hour. An employee shall not be required to reduce his regularly assigned tour of duty hours to avoid payment of overtime for such early hours.

B. Employees who may be assigned to specialized units (listed below) who may be required to return to perform overtime duties. On a regular working day such overtime not being continuous to his regular shift, shall be paid not less than ONE (1) hour of pay at a rate of one and one half (1 ½) times his normal rate. This provision shall only apply to situations where 5.7 A, was not applied.

Detective Bureau:

Special Response Team  
Accident Reconstruction Team  
Marine Patrol Dice Team  
Canine Unit Members

- 5.4 There shall be no duplication of overtime.
- 5.5 All paid time shall be considered as work time for the purpose of overtime computation.
- 5.6 Officers will be permitted to work FOUR evening shift-midnight shift combinations (B-squad/C-squad) per calendar week (Monday thru Sunday) with a Sunday/Monday combination considered as being in Sunday's calendar week. Officers will also be allowed to work two evening shift-midnight shift combinations on consecutive days, provided that there remains at least a 24-hour period between such occasions.
- 5.7 A. All voluntary overtime work filling vacancies in the normal staffing pattern shall be distributed fairly and equitably to regular full time employees of this Bargaining Unit, and they shall have "exclusive right" to all such overtime. Distribution shall be made equally, amongst the Bargaining Unit employees and shall be made by SENIORITY for Police Officers and by RANK SENIORITY for Sergeants and Commanders from lists newly established Quarterly (the first day of January, April, July and October). As of July 1, 2006 Sergeants shall be grouped below Police Officers on the Department Overtime lists and shall advance amongst themselves, copies of which shall be supplied to the Union. Pursuant to 5.9 below, employees assigned to the Support Services Bureau shall have priority in the filling of headquarters and dispatcher vacancies.
- B. All mandatory (order in) overtime shall be made by inverse order of seniority from a list newly established on July 1 of each year a copy of which shall be supplied to the Union. Pursuant to 5.9 below, Support Services Bureau members and Dispatch- Qualified officers shall have priority, in that order, in the filling of all mandatory overtime for headquarters and dispatcher vacancies. No bargaining unit employee shall be mandated to work beneath his class.
- C. Personnel ordered-in, citing a conflict, may claim a hardship. Personnel, in these situations, may attempt to find a second eligible officer who would volunteer for this assignment. The volunteer would get credit for the order-in but would waive the double time pay. It shall be the responsibility of the ordered-in officer to locate an eligible officer.
- D. Should a mistake in the distribution of overtime duty occur, where an employee is mistakenly "passed over", when that employee could have availed himself of such overtime duty and such incident is then acknowledged by the Union and the Town to have occurred, it shall be remedied in the following manner. The mistakenly "passed over" employee shall have the status of "super priority" for an amount of jobs equal to the number of "passed over" incidents irrespective of his present standing on such list. To identify possible mistakes in such fair and equitable distribution of such overtime duty, a PHOTOCOPY of ALL LISTS will be given to the Union monthly, but no employee will allege an error in the administration of that program unless the Union agrees with that employee that an error has been made and the Union notifies the Chief in writing that it wants the employee to have "super priority".





Nothing in this section shall be interpreted to require the calling in of another officer when the Town seeks the services of a given Bargaining Unit member and he is specifically needed by virtue of his specialization.

- 5.8 Employees, whose attendance may be required for any HEARING, INQUIRY, DEPOSITIONS, COURT TIME or any attendance which is MANDATORY relative to any case, civil, criminal or administrative, and when acting in an official capacity, shall be paid overtime, with a MINIMUM of four (4) hours, if such attendance does not overlap scheduled duty roster hours.
- 5.9 There shall be a separate overtime list (newly established and copies to the Union on July 1st and January 1st of each year) of officers qualified to work the dispatcher function. Such list shall be voluntary and shall be no less than four hours for work shifts of 8:00 am to 4:00 pm, 4:00 pm to 12 midnight and 12 midnight to 8:00 am only. The Town shall continue to fill vacancies in the dispatch function as it has in the past, using other sources if, in the Town's judgment, it is at all possible; if not and no employee is willing to work voluntarily, mandatory assignments effective April 1, 1993 pursuant to Section 5.1c (order-in) shall be made by inverse seniority from the list established by this section. See 5.7.A & B above also.
- 5.10 Minor tardiness (less than ten minutes) at any non-duty roster duty assignment shall not affect minimum payment guarantees. If an officer is more than one (1) hour late any minimum payment guarantee is reduced by one-half (1/2).
- 5.11 Officers will be compensated for standby time if they are required to be in a specific place. If they are free to come and go freely within 30 minutes travel time (at the speed limit) of police headquarters and are required (a) to leave a phone number where they can be reached (or someone known to them can reach them and cause them to arrive within 30 minutes) or (b) to carry a pager provided by the Division and stay within 30 minutes travel time (at the speed limit) of police headquarters, they will not be compensated.
- 5.12 Compensatory Time; Members may select this option to receive compensatory time in lieu of Overtime Pay. This provision will be administered in accordance with the Fair Labor Standards Act and Connecticut General Statutes. Overtime work as defined in section 5.0 A, of this agreement. No member can be ordered or forced to take compensatory time in lieu of pay by the Town for any reason. Once a member makes -this selection, they shall write "COMP" on their overtime slip for that period of time. Once the selection is made as compensatory time, it shall have NO MONETARY VALUE. No member shall be credited with more than eighty (80) hours, of compensatory time during any fiscal year. Unused comp time shall be carried over from fiscal year to fiscal year. Members shall be allowed to take comp time off in blocks of One Hour or whole eight (8) Hour shifts. This option shall only apply to Department overtime, not to Private Duty. Requests for Comp Time Off shall be denied if it creates overtime.



ARTICLE VI  
SPECIAL POLICE DUTY

- 6.0 A. Special police duty shall mean duty for which the Town is reimbursed by some other party, agency or division and outside of the regular work schedule. Payment for all special police duty (excluding local non-profit, community and governmental organizations) shall be time and one-half the maximum patrol officer's rate with a minimum of eight (8) hours, except as noted below in Section C. Time in excess of eight (8) hours shall be at the double time rate. The eight hour minimum shall be waived in lieu of a four (4) hour minimum in situations requiring a second or relieving officer. The relieving officer shall be paid in four (4) hour blocks of time. Payment for special police duty for local non-profit, community and governmental organizations (excluding MDC and PGA Golf Tournament) shall be time and one-half the maximum patrol officers' rate with a minimum of four (4) hours. Requests for Special Duty Police received from the Board of Education and for scheduled Connecticut Interscholastic Athletic Conference events only be paid at the same rate and minimums as "local non-profit, community and governmental organizations". All time worked under this section shall be computed by fifteen minute units or the farther part thereof. Any special police duty performed on a holiday recognized in Section 13.0 shall be at the rate of double time the maximum patrol officer's rate. Payments to police commanders and sergeants for special police duty at time and one-half the maximum patrol officer's rate are understood to be allowable under the Fair Labor Standards Act, because the user of the special police duty is considered to be a separate employer. It is also understood, however, that this separate employment relationship is solely for the purposes of compliance with the Fair Labor Standard Act; for all other purposes, officers performing such duty shall be considered employees of the Town, as in the past.
- B. All cancellations shall be made two (2) hours prior to the event or the requested time for services to be rendered; otherwise full payment shall be incurred by the intended user unless the inadequate notice results from an error by the Town or a Town employee.
- C. Payment for all Special Police Duty work (excluding local non-profit, community and governmental organizations) shall be paid at double time the maximum patrol officer's rate under the following circumstances:
1. The work is performed during the weekend which is defined as any hours between 0000 hours Saturdays through 0600 hours Mondays;
  2. The work is performed during the "night" hours of 2200-0600;
  3. The work is performed in response to a private duty request that is received by the Wethersfield Police Department after 2200 hours on the day prior to the day upon which the work is to be commenced, unless the entity/party requesting the

work can establish that the work in question is being performed due to "emergency circumstances" which reasonably prohibited the providing of earlier notice; and

4. Any work performed under subsections 1.-3, above, which is in excess of eight (8) hours and fifteen (15) minutes will be paid at the double time rate in a minimum of four (4) hour blocks.
- 6.1 Special Police Duty jobs shall be distributed to regular full time employees of the Bargaining Unit, and they shall have exclusive right to all such Special Police Duty jobs. The Special Police Duty list shall be established on a quarterly basis, beginning on July 1, and shall be based on seniority of date of hire.
- A. In the event no Bargaining Unit employee(s) is available or willing to work on a voluntary basis, the Chief of Police, or another ranking officer he designates, may assign a Bargaining Unit employee to such duty and such assignment shall be mandatory, with a payment of an additional fifty (\$50.00) dollars for any special police duty (excluding local non-profit community and governmental organization) and an additional twenty (\$20.00) dollars for special police duty for local non-profit, community and governmental organizations (excluding MDC). Such mandatory assignments will be equally distributed amongst the Bargaining Unit and shall be made by inverse - seniority from a list newly established amongst the Bargaining Unit and shall be made by inverse seniority from a list newly established on July 1st of each year, a copy of which shall be supplied to the Union.
  - B. Should a mistake in the distribution of special duty occur, where an employee is mistakenly "passed over", when that employee could have availed himself of such overtime duty and such incident is then acknowledged by the Union and the Town to have occurred, it shall be remedied in the following manner. The mistakenly "passed over" employee shall have the status of "super priority" for an amount of jobs equal to the number of "passed over" incidents irrespective of his present standing on such list. To identify possible mistakes in such fair and equitable distribution of such special duty, a PHOTOCOPY of ALL LISTS will be given to the Union monthly, but no employee will allege an error in the administration of that program unless the Union agrees with that employee that an error has been made and the Union notifies the Chief in writing that it wants the employee to have "super priority".
- 6.2 The Town shall assess a surcharge, against the payer, to all special police duty to cover pension, and other costs actually directly related to the direct expenses incurred by the Town in having the officer(s) perform that duty. That part of the surcharge that is assessed because of the pension plan cost shall be set, for the ensuing year, at the percentage contained in the most recent actuarial report of the police pension.

- 6.3 It is the intent of the parties that the procedure referred to in Section 6.1 will be workable and result in a fair and equitable distribution, of Special Police duty work, amongst employees. Therefore, should a situation develop that either party feels does not accomplish the above, the party seeking an adjustment shall notify the other in writing of the requested adjustment. Within five (5) days of the receipt of the written request, a meeting shall be held at a time and place which is mutually agreeable to the parties. The resolutions shall be by memorandum of understanding.
- 6.4 Minor tardiness (less than ten minutes) at any non-duty roster duty assignment shall not affect minimum payment guarantees. If an officer is more than one (1) hour late any minimum payment guarantee is reduced by one-half (1/2).

## ARTICLE VII

### PROBATIONARY PERIOD

- 7.0 No employee shall attain seniority rights under this Agreement until he has been continuously on the payroll of the Town as a member of the Police Division for a probationary period which shall be of sufficient length to enable the Town to fully determine the employee's ability to perform divisional duties. The normal length of the probationary period shall be one (1) year from the date of successful completion of instruction required by the Connecticut POST. If the employee is a certified police officer at the time of hire then the probationary period will be one year from the date of appointment. The Town will make every effort to secure the employee's training at the earliest possible date.
- 7.1 Said employee serving a probationary period shall be entitled to holiday leave, rest periods, participation in the Town insurance program, and accumulation and use of sick and vacation leave. Employees failing to successfully complete probationary period shall not receive payment for unused accumulated sick leave.
- 7.2 During the probationary period an employee may be terminated at any time by the appointing authority, such termination shall be without right of appeal.
- 7.3 Employees within the Bargaining Unit, promoted from one classification to a higher classification in the bargaining unit shall serve a probationary period of not less than six (6) months.
- 7.4 An employee appointed from an open competitive promotional list who does not successfully complete his probationary period, shall be REINSTATED to his former position, up to and including his former DUTY ROSTER SLOT. Further, if necessary, to provide for such REINSTATEMENT into prior position (classification) the employee with the least SENIORITY in that class (now seeking to be re-entered) shall be "bumped" down and so on allowing such "bumping" based on seniority, until the least senior employee(s) within the Division is terminated, if necessary.

ARTICLE VIII  
SENIORITY

8.0 Seniority shall be defined as the relative length of an employee's accumulative unbroken service employed by the Wethersfield Police Division as a regular full time officer. An employee's earned seniority shall not be lost due to absence from work due to layoff, illness, authorized leave of absence, or suspension. Rank Seniority shall be defined as the total length of continuous service as a permanent appointee to a given rank.

8.1 A. If an employee is on an approved leave of absence without pay for a full calendar month or is absent without leave for three (3) or more consecutive work days, the employee will not accrue any vacation leave or sick leave, holiday pay or service credit or any other benefit for that month.

B. Any employee suspended, for ten (10) or more working days but less than twenty (20) working days, will not accrue any vacation leave, sick leave or holiday pay for the period of the suspension.

C. Any employee suspended for more than twenty (20) working days will, in addition to 8.1 (B), not accrue any service credit for the period of the suspension although the suspension will not, so long as he is authorized to return to duty, be considered as an interruption in his continuous service for pension purposes.

8.2 All advancement to the rank of Sergeant and/or Lieutenant shall be made on the basis of the merit system now in force among employees of the Wethersfield Police Division and the promotional processes dated 29 September 1982 and December 2, 1992 are incorporated herein by reference. All promotional opportunities for police officers in the Bargaining Unit requiring certification as a sworn police officer shall be posted in-house for a period of at least ten (10) working days on bulletin boards within the Police Division. Sworn officers wishing to be considered for the promotional opportunity must submit their application to the Human Resources Department in writing. In the event there are no qualified candidates who satisfactorily complete the promotional examination process, the Town shall have the right to advertise the position outside.

It is understood that only changes to that process proposed by the Town in the areas of the necessary qualifications for taking the promotional examination, the relative weight to be attached to each method of examination and the use and determination of monitors for written, oral and performance examinations shall be subject to collective bargaining. In no event shall the content of any promotional examination be subject to collective bargaining.

8.3 The Town shall submit a seniority list for the Wethersfield Police Division to the Union on July 1st of each contract year and after each new hire.



- 8.4 Whenever more than one person is appointed to the Division on the same day, the seniority of each individual as it relates to others appointed on the same day, shall be determined by their relative position on the entrance examinations, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in that order.
- 8.5 The Town Manager may lay off an employee when he deems it necessary by reason of SHORTAGE OF WORK OR FUNDS, the ABOLITION of the POSITION, or OTHER MATERIAL CHANGE IN THE DUTIES OR ORGANIZATION, or for OTHER RELATED REASONS WHICH ARE OUTSIDE THE EMPLOYEE'S CONTROL and which do not reflect discredit upon the service of the employee. No regular employee shall be laid off while another person in a merit system position is employed on a probationary or temporary basis in the same class in the Division. No temporary or permanent separation of an employee from the service as a penalty or disciplinary action shall be considered as a layoff.
- 8.6 The Town Manager shall give written notice to the Human Resources Manager, the Union and to the affected employee(s) of any scheduled or unscheduled layoff and the reasons for it at least two (2) weeks prior to the effective date of the layoff, such notice accompanied with a copy of the current seniority list.
- 8.7 NO REGULAR EMPLOYEE shall be laid off while another person in the SAME CLASS in the DIVISION is employed on a PROBATIONARY STATUS. Layoff of employees shall be made in INVERSE order of LENGTH OF SERVICE in the CLASS, such junior employee within the affected layoff position and/or class shall "bump" down into the next lower class and so on allowing such "bumping" based on SENIORITY, until the LEAST SENIOR employee(s) within the DIVISION is laid off.

Any employee subject to layoff shall be placed on an appropriate RE-EMPLOYMENT list, a copy of which shall be supplied to the UNION.

POSITIONS AND/OR CLASSES WITHIN THE DIVISION and the ORDER of LAYOFF (based solely on SENIORITY) shall be the following:

- a. Commander
- b. Probationary Commander
- c. Sergeant
- d. Probationary Sergeant
- e. Patrolman
- f. Probationary Patrolman
- g. Animal Control Officer
- h. Probationary Animal Control Officer

- 8.8 Any employee who exercised any "bumping" privilege under 8.7 above and/or any junior employee recalled and who returns to work shall AUTOMATICALLY, be reinstated to his FORMER RANK and/or CLASS with any attached seniority thereto and without interruption to

any service credit (for the purpose of pension, the employee may buy back such interrupted service time or any such monetary difference in such interrupted service time) provided that the position has not been eliminated from the organizational structure.

If such eliminated position is later restored, which caused the employee to "bump" down into a lower rank and/or class, said employee shall be returned AUTOMATICALLY, to his former higher RANK, without the need for competitive examination process.

If any employee who has been laid off fails to return to work within ten (10) working days after due notice by the Town to the employees last known address, he shall be considered to have chosen not to return to work for the Town.

## ARTICLE IX

### COMPENSATION/ LONGEVITY PAY/ DEFERRED COMPENSATION

- 9.0 Wage and Salary rates payable to the employees covered by this Agreement are fully set forth in Appendix A, which is hereby incorporated into, and made a part of this Agreement. Employees must be actively working at the time the Agreement is ratified by both parties in order to receive any increases, or incur any retroactive increased contributions.
- 9.1 Any employee shall be entitled to an extra and separate payment, in addition to the first pay check in December provided that the employee has completed the indicated number of full years of continuous full time service as of December 1:

After five (5) years of service	\$250
After ten (10) years of service	\$300
After fifteen (15) years of service	\$450
After twenty (20) years of service	\$600

Employees hired after July 1, 2015 are not eligible for longevity pay.

For the purpose of normal retirement ONLY, any eligible employee retiring as of October 31st or November 30th shall be entitled to his longevity payment irrespective of receiving a paycheck in December, and such longevity payment shall be added to his average for the purpose of pension.

- 9.2 Any Police Officer, excluding Commanders, assigned to the Detective Bureau for more than ninety (90) days, (excluding training position or special assignment) and given the title of Detective, shall receive compensation while in such assignment. Retro-active to July 1, 2019 the yearly stipend shall be \$5,000. Effective July 1, 2019, employees shall be paid a stipend of \$1,500, and effective January 1, 2020, employees will be paid \$3,500. Thereafter, the stipend shall be paid in two equal amounts, payable in the months of July and January.

- 9.3 Each employee shall be considered for an increase within the limits of the pay range for the class of work performed by the employee, at least once every twelve months of full time work or its equivalent. This review shall take place during the anniversary of the month in which the employee achieved permanent status, or was promoted to his present position. All pay rates shall be subject to the approval of the Town Manager.
- 9.4 The minimum rate of the assigned pay grade shall normally be paid upon appointment to the class. Appointment at an intermediate rate may be paid upon written approval of the Town Manager. Justification for approval will be limited to recognition of exceptional qualifications of an eligible applicant or certification by the Human Resources Manager of a lack of available eligible applicants at the minimum rate. The employee may be advanced to the second step of the pay range at the end of six months of service, and to the third step of the range upon appointment to permanent status, both being subject to the recommendation of the supervisor and written approval of the Town Manager.
- 9.5 The parties of this Agreement recognize that during a shift (as defined in Article IV, Section 4.0 of this Agreement) with the actual supervisor absent there should be a supervisor in the Patrol Bureau and that when an officer below the rank of Sergeant performs duty in that capacity as the Acting Patrol Supervisor (hereafter referred to as A.P.S.) the officer who does so shall be paid an extra \$20.00 per shift with a four (4) hour minimum worked with that responsibility.
- A. The use of A.P.S. (Acting Patrol Supervisor) shall be restricted to A Squad, Monday through Friday only. With the actual supervisor absent, should the shift fall below minimum staffing, the absent supervisory position shall be offered to Sergeants first.
  - B. The designation of the officer who performs as A.P.S. shall be agreed to by the Union President and the Chief of Police.
  - C. As of July 1, 2009 Master Patrol Officers shall serve as the Acting Patrol Supervisor APS with the actual supervisor absent. Master Patrol Officers shall waive the extra \$20.00 per shift while serving as Acting Patrol Supervisor. If no Master Patrol Officer is working, then the A.P.S. shall be selected, as covered in section D.
  - D. As of July 1, 2006 an Officer passing all test components of the Sergeants examinations (dating back to 1999) and whose final grade of 70 % or higher placed them on the certified eligibility list will be eligible to serve as the Acting Patrol Supervisor. The qualified officers names shall be placed on the list by seniority (date of hire). The hours of work shall be the same for APS as the normal Squad A Sergeant. The A.P.S. will be designated as follows:
    - 1. Of the officers who come on duty early (before the actual even hour start of the shift) and those who come on duty at the even hour start of the shift (excluding





any officers scheduled to start later than the even hour start of the shift) the A.P.S. will be:

The senior officer on the aforementioned Certified Sergeant's Eligibility Promotion List except that if the senior certified officer is one who is scheduled to begin before the even hour start of the shift that officer, and only that officer, will have the option of postponing the beginning of his tour of duty until the even hour start of the shift.

- (a) If that officer opts to postpone the beginning of his scheduled tour of duty, then he will be the A.P.S. for that shift.
- (b) If he does not elect that option, the A.P.S. will be the next senior officer on the Certified Eligibility List of those officers who go on duty at the even hour start of the shift.

- 2. It is the intent of the parties that the above will be workable and cause a minimum amount of interruption and inconvenience to the present scheduling procedures, therefore should a situation develop that was not anticipated, either party seeking an adjustment to the above, shall notify the other party in writing of the requested adjustment. Within five (5) days of the receipt of the written request, a meeting shall be held at a time and place that is mutually agreeable to the parties.

E. Nothing herein will be interpreted to restrict the authority of the Chief of Police to replace an absent Patrol Supervisor with another Sergeant for that shift or in the Chief's discretion, another senior officer to act as a Patrol Supervisor.

- 9.6 The Town and the Union agree that reimbursements for official travel shall be at the same rate as established by Town policy for all other employees.
- 9.7 The Town shall match the employees contribution to the Town sponsored deferred compensation plan on a dollar for dollar basis up to a maximum of \$50.00 per bi-weekly pay period. This provision will be eliminated effective July 1, 2020.
- 9.8 Master Patrol Officer Position Beginning July 1, 2009, at the Police Chiefs discretion, he may appoint two Master Patrol Officer Positions. The appointments shall be made from the current, Sergeant's Promotional certified eligibility list. Future appointments to vacancies or additional Master Patrol Officer Positions shall be made from the most recent Sergeant's promotional examination's certified eligibility list.

To be eligible for appointment/assignment to Master Patrol Officer, a member shall have passed all components of the most recent Sergeant's promotional examination, and whose final grade of 70% or higher placed them on the certified eligibility list. The member shall be currently

assigned to the Patrol Division for at least one (1) year prior to appointment to Master Patrol Officer. The title and compensation shall only be held while the member is assigned to the Patrol Division.

Any Police Officer, appointed/assigned to the position of Master Patrol Officer shall receive compensation while in such assignment. Beginning July 1, 2010 each member shall receive an extra yearly stipend of \$1,000.00. This stipend shall be distributed in two (2) equal amounts, payable the first pay day in July and the first pay day in January.

## ARTICLE X

### INSURANCES/ WELLNESS PROGRAM/WAIVER OF HEALTH INSURANCE

10.0 A. Dental and Vision:

Blue Cross Full Service Dental Plan including Dental Rider ABCD will be offered to employees, their spouse and eligible dependents until age 19.

Anthem Vision Care Plan Rider will be provided to employees and their eligible dependents by the Town.

B. Medical Plan:

All employees must join and remain in the Town's High Deductible Health Plan with a Health Savings Account provided by Anthem Blue Cross/Blue Shield Lumenos or other high deductible HSA Plan as mutually agreed to by the Town and the Union. A summary of the HSA Plan benefits and coverages is available on the Town's Intranet.

C. Employee Percentage of Premium Cost Share for Medical and Dental:

July 1, 2019: 20%

July 1, 2020: 20%

July 1, 2021: 20%

July 1, 2022: 20%

D. Annual Deductibles: Single \$2,000/Employee +1 \$4,000/Family \$4,000

E. Town Funding of Annual Deductible Into HSA:

July 1, 2019: 50%

July 1, 2020: 50%

July 1, 2021: 50%

July 1, 2022: 50%

The Town will submit its contribution to the employees for the deductible in two equal payments. The first payment will be submitted during the month of July and the second payment will be submitted during the month January. Active, retired or new employees enrolling in the plan after the commencement of the plan year will receive a pro-rated funding contribution based on the number of months in the plan. If an employee can demonstrate that they have exhausted their Town contribution due to unanticipated circumstances or undue hardship, the Town will permit an advancement of some or all of the remaining Town contributions for that year to the employee.

- F. Prior to each year's adjustment (if any) to the insurance premium(s) by the carrier, the Town and Union shall meet and share in all information that is provided by said carrier relative to any such anticipated increase or decrease in said premium(s).
- G. The Town shall provide for employee contributions to health benefits to be made on a pre-tax basis in accordance with Section 125 of the IRS Code.
- H. **THERE SHALL BE NO CHANGE IN CARRIERS UNLESS NEGOTIATED WITH THE UNION.**
- I. Wellness Program:

Effective July 1, 2016, each of the health insurance plans set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and/or the employee's enrolled dependents do not agree to participate in the wellness program and do not actually fulfill all applicable requirements of the wellness program plan for a plan year, the employee shall pay, in addition to the premium contributions set forth in this Article, an additional two and one-half percent (2.50%) of the annual premium costs for insurance coverage for that plan year.

- J. Waiver of Health Insurance Coverage:

Any employee who is covered under alternate health insurance through another employer (i.e. Spouse) may voluntarily elect to waive, in writing on a town provided form, health insurance coverage. The employee would then receive additional annual compensation in lieu of said coverage. The amount of annual compensation an employee shall receive shall be \$ 5,000.00 for family coverage, \$3,000.00 for two (2) individuals and \$750.00 for single employees. Payment to those employees waiving such coverage shall be made in equal payments during the months of July and January of each fiscal year.

If an employee loses alternate health insurance coverage, the employee may resume Town provided Health insurance coverage. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions including waiting Periods, which may be required by the insurance carrier, depending upon the effective date of such reinstated coverage. Appropriate financial adjustments shall be made between the employee and the town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town Manager not later than April 1st of each year to be effective on July 1st.

10.1 Life Insurance:

The Town will provide and pay for the following insurance for each employee:

- a. A life insurance policy with face amount of two and one-half (2 1/2) times employee's basic annual wage, rounded up to the next \$1000.00 of salary to a maximum of \$450,000.00
- b. Accidental death and dismemberment in the principal sum of \$10,000.00

10.2 Long Term Disability Insurance:

A Long Term Disability Policy with a qualifying disability period of thirty (30) days, a payment schedule of sixty percent (60%) of the employee's normal base pay to a maximum of \$3000.00 per month, and the addition of the best "presumed total disability" clause available at no additional cost.

Effective January 1, 2020, a Long Term Disability Policy with a qualifying disability period of thirty (30) days for a work related incident and ninety (90) days for a non-work related incident, a payment schedule of sixty percent (60%) of the employee's normal base pay to a maximum of \$5,000.00 per month, and the addition of the best "presumed total disability" clause available at no additional cost.

10.3 The Town and the Union agree that in the event an ACTIVE employee DIES (Article VI, Pension Plan 6.1) his spouse and/or children shall be eligible for said pension benefits. Due to the fact that police are NOT covered by Social Security, MEDICAL COVERAGE shall be as follows:

NOT IN THE LINE OF DUTY- From the date of termination for a period of two (2) years full medical coverage. Thereafter, the employee, spouse and employee's dependents continue full coverage with 50% of cost paid by the Town. If the employee should die, such medical coverage benefit shall continue to the surviving spouse and/or dependents

(25.6) with 50% of the cost paid by the Town. This benefit shall be provided until such surviving spouse dies or remarries. It shall then be converted at no cost to the survivor to Blue Cross/Blue Shield over sixty-five benefits (if applicable). In the case of dependent children, this benefit shall be provided until they reach age 19 for dental, and age 26 for medical.

IN THE LINE OF DUTY- If the employee should die, prior to W/C. or during W/C, prior to LTD enrollment, during LTD, or subsequently, whether or not already returned to active duty, or while receiving a disability retirement, such medical coverage benefit shall continue to the surviving spouse and/or dependents (27.7 A,B,C,D,E) with 100% of the cost paid by the Town.

This benefit shall be provided until such surviving spouse dies or remarries. It shall then be converted at no cost to Blue Cross/Blue Shield over sixty-five benefits (if applicable). In the case of dependent children, this benefit shall be provided until they reach age 19 for dental, and age 26 for medical.

## ARTICLE XI

### RETIREE HEALTH AND LIFE INSURANCE

- 11.0 (1) **Employees hired PRIOR to July 1, 2006, who retire under the police pension plan with a minimum 25 years of credited service shall have the following insurance benefits:**

**Spouse/Dependent(s) Eligibility:** The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 10.0.

**Post-Retirement New Spouse:** In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

**Payment of Premiums:** 100% of the premium cost paid by the Town. This cost shall include reimbursement for all retiree co-pays under the PPO

**Reimbursement:** Retirees shall be reimbursed for the Annual Deductible under the HDHP and any applicable co-pays.

**Medicare:** Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

- a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:
- b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.

For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

- (2) Any additional coverage subsequently arising from this Agreement or negotiated in the future shall be automatically applied to said retirees and dependents, if any or applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for in Section 10.0 and 11.0 (4) although he may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retirees comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.
- (3) Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in

advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If statement is not received within the grace period, coverage will be cancelled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If after the start of the plan year the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employ are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated, and shall notify the Town of such termination immediately with the effective date of said termination.

Any retiree who is or becomes self-employed, for the purposes of this section shall be deemed not to be receiving any benefit or coverage from or through another employer.

(4) Retirees will receive a \$10,000 Life Insurance Policy.

11.1 (1) **Employees hired PRIOR to July 1, 2006, who retire under the Police Pension Plan with 20 or more years of service but less than 25 years of service have the following insurance benefits:**

**Spouse/Dependent(s) Eligibility:** The employee's spouse, the employee's dependents the employee's dependents to age 19 for dental and age 26 for medical, and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 10.0.

**Post-Retirement New Spouse:** In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

**Payment of Premiums:** 100% of the cost of the premium paid by the Town.

**Co-Pays:** The retiree shall be responsible for applicable co-pays.

**HSA Funding:** Employees who retire under a high deductible health plan, shall be responsible for paying fifty percent (50%) of the plan year deductible. The Town shall fund the remaining 50% of the deductible into the retirees' HSA. Half the deductible shall be funded during the month of July and the other half during the month of January.

- (a) Employees who retire on or after September 8, 2015 and on or by June 30, 2016 will be enrolled in a high deductible plan with annual deductibles of \$1,500/\$3,000.
- (b) Employees who retire on or after July 1, 2016 will be enrolled in a high deductible plan with annual deductibles of \$2,000/\$4,000.

**Medicare:** Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

- a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:
- b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.

For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

- (2) Any additional coverage subsequently arising from this Agreement or negotiated in the future shall be automatically applied to said retirees and dependents, if any or applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for, although he may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed





elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retirees comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.

- (3) Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If statement is not received within the grace period, coverage will be cancelled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If after the start of the plan year the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employ are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated, and shall notify the Town of such termination immediately with the effective date of said termination.

Any retiree who is or becomes self-employed, for the purposes of this section shall be deemed not to be receiving any benefit or coverage from or through another employer.

- (4) Retirees will receive a \$5,000 Life Insurance Policy.

**11.2 (1) Employees hired on or after July 1, 2006 and prior to July 1, 2012 who retire under the Police Pension Plan with a Normal Retirement Date (...Age 55 and completion of 15 years of continuous service or 25 completed years of continuous ...) have the following health insurance benefits:**

**Spouse/Dependent(s) Eligibility:** The employee's spouse, the employee's dependents to age 19 for dental and 26 for medical, and surviving spouses until

death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 10.0.

**Post-Retirement New Spouse:** In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

**Payment of Premiums:** 75% of the premium cost paid by the Town for the retiree and 50% of the retiree's spouse's premium shall be paid for by the Town. Also, the retiree's dependents may be paid for by the retiree at the Town's cost of premiums.

**Co-Pays:** The retiree shall be responsible for applicable co-pays.

**HSA Funding:** Employees who retire under a high deductible health plan, shall be responsible for paying fifty percent (50%) of the plan year deductible. The Town shall fund the remaining 50% of the deductible into the retirees HSA. Half the deductible shall be funded during the month of July and the other half during the month of January.

**Medicare:** Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

- a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:
- b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.

For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

- (2) Any additional coverage subsequently arising from this Agreement or negotiated in the- future shall be automatically applied to said retirees and dependents, if any or applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for, although he may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retirees comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.
- (3) Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If statement is not received within the grace period, coverage will be cancelled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If after the start of the plan year the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employ are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated, and shall notify the Town of such termination immediately with the effective date of said termination.

Any retiree who is or becomes self-employed, for the purposes of this section shall be deemed not to be receiving any benefit or coverage from or through another employer.

Except as noted in this section, the employee, employee's spouse, employee's dependents and surviving spouses shall have the same benefits and responsibilities as noted in Section 11.0 (1).

- (4) Retirees with a minimum of twenty five (25) years of service will receive a \$10,000 Life Insurance Policy. Retirees with less than twenty five years (25) will receive \$5,000.

- 11.3 (1) **Employees hired after July 1, 2012** who retire under the police pension plan with a **minimum 25 years** of credited service shall be eligible to participate in the group medical health insurance plans or as modified in successor contracts.

**Spouse/Dependent(s) Eligibility:** The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical, and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 10.0.

**Post-Retirement New Spouse:** In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

**Payment of Premiums:** The Town shall pay seventy-five percent (75%) of the retiree's premium cost of the group health insurance coverage with the retiree paying the remaining twenty-five percent (25%). The retiree shall be responsible for one hundred percent (100%) of the premium cost for the retiree's spouse and dependents, if any.

**Co-Pays:** The retiree shall be responsible for applicable co-pays.

- (2) Retirees will receive a \$10,000 Life Insurance Policy.

- 11.4 A.(1) **Employees hired after July 1, 2012, who retire under the police pension plan with less than 25 years** of credited service shall be eligible to participate in the group

medical insurance plans or as modified in successor contracts pursuant to the conditions outlined below.

**Spouse/Dependent(s) Eligibility:** The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical, and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 10.0.

**Post-Retirement New Spouse:** In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

**Payment of Premiums:** The retiree shall be responsible for paying one hundred percent (100%) of the premiums for himself/herself and for the retiree's spouse and dependents, if any.

**Co-Pays:** The retiree shall be responsible for applicable co-pays.

(2) Retirees will receive a \$5,000 Life Insurance Policy.

11.5 (1) Employees hired after July 1, 2012 who retire from the Wethersfield Police Department and who are eligible for retiree group health insurance from the Town and who subsequently obtain employment with another employer which provides group health insurance coverage, shall be required to accept the new employer's group health insurance coverage in lieu of the group health insurance coverage provided by the Town. The Town shall reimburse the retiree for the difference in the amount of any premium cost-sharing payments which the retiree must pay for his/her new employer's coverage from the premium cost-sharing payments that the retiree would have had to pay to continue his/her group health insurance coverage with the Town for similar coverage (family, individual plus 1, individual). However, no reimbursements shall be made by the Town for any co- pays, deductibles or other out-of-pocket costs incurred by the retiree and/or his/her spouse or dependents while working for the new employer. Once the retiree ceases to work for another employer, he/she shall be eligible to again receive retiree group health insurance coverage through the Town in accordance with subsections (4) and (5).

## Article XII

### DEFINED BENEFIT PENSION/OPEB

- 12.0 A. The Police Pension Plan is hereby incorporated into and made part of this Agreement by reference.
- B. The Town shall provide for the Police Pension Plan benefits as required by this Agreement on a sound actuarial basis, as determined by the actuaries selected by the Town, on the basis of a recommendation from the Pension Plan Committee. The Town shall provide for said benefits through a group annuity program or a similar funding program selected by the Town on the basis of a recommendation from the Pension Plan Committee.
- C. Any grievance submitted by the Union or an employee(s) with respect to the administration of the benefits shall be processed through the grievance procedure, beginning at Step #2, as provided in Article XX of the Agreement.
- D. The union shall have the right to have a representative on the Pension Plan Committee with the right to vote on matters involving members of the Police Pension Plan.
- E. **The Police Pension Plan shall be amended as follows for Police Employees hired on or after July 1, 2006;**
1. The Normal Retirement Date for a Police Employee shall be the first day of the Month coincident with or next following their 55 birthday, plus the completion of 15 years of continuous service or the completion of 25 years of continuous service, whichever first occurs.
  2. Retirement Benefits for Police Employees who have completed a minimum 25 years of credited service shall be subject to annual cost of living adjustment to a maximum of 3% payable in April of the year following the calendar year in which the retiree reaches age 55, and for employees hired on or after July 1, 2019, age 58, and annually thereafter, to include the employee's contingent annuitant.
  3. Section 12.0 G, 1.A and 1.B shall not apply to Police Employees hired on or after July 1, 2006.
  4. The Monthly Normal Retirement Benefit payable to a Police Employee who retires on their Normal Retirement Date shall be equal to 2.25% of their Average Monthly Earnings multiplied by the number of their full years of credited service, subject to a maximum of 72.0% (32 Years of Service) of their Average Monthly Earnings for Retirement and termination of Employment on and after July 1, 2006.

F. **The Police Pension Plan shall be amended as follows, employees who were employed prior to July 1, 2006 and who retire on or after July 1, 2006;**

1. The Normal Retirement Date for a Police Employee shall be the first day of the month coincident with or next following his 55th birthday, plus the completion of 15 years of continuous service, or the completion of 25 years of continuous service, whichever first occurs.
2. Retirement Benefits for Police Employees who have completed a minimum twenty-five (25) years of credited service shall be subject to an annual cost of living adjustment. This adjustment shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI), as detailed in section 8.4 of the Police Pension Plan, to a maximum of 4%, payable in April of the year following the calendar year in which the employee retires and annually thereafter, to include the employee's contingent annuitant.

G. The Police Pension Plan shall be amended as follows:

- 1.A The Monthly Normal Retirement Benefit payable to a Police Employee who retires on his Normal Retirement Date shall be equal to 2% of his Average Monthly Earnings multiplied by the number of his full years of Credited Service up to 20 years. At the completion of 20 years of Credited Service the employee shall receive 50.0% and 2% additionally for full years in excess of 20 years up to 25 years. At the completion of 25 years of Credited Service the employee shall receive 65.0% and 2% additionally for full years in excess of 25 years to a maximum of 75.0% of his Average Monthly Earnings for Retirement and Termination of Employment on and after July 1, 2006. This language shall be reflected by the following:

**(Hired Prior to July 1, 2006)**

Up to 20 Years	2% a Year
20 Years	50%
21-24 Years	+2% a Year
25 Years	65%
26- 29 Years	+ 2% a Year
30 Years	75% (Maximum)

- 1.B. An employee with **20 through 24 years of full credited service** who retires or terminates his employment may do so without any penalty for early retirement. Further such employee shall WAIVE any COLA benefit.

## 2.0 Defined Benefit and OPEB Contributions

- (A) Police Employee shall, while he is included in this Defined Benefit Plan, contribute through payroll deductions the following percentages of monthly earnings:

July 1, 2019: 9.00%

July 1, 2020: 9.25%

July 1, 2021: 9.50%

July 1, 2022: 9.50%

- (B) As of July 1, 2006, Union Members shall contribute through payroll deduction, the following percentages of his/her monthly earnings into the Other Post Employment Benefit (OPEB) Fund to offset the future costs of the employee's retirement health care benefit. Said contribution will be made in accordance with Section 414(h) of the United States Internal Revenue Code (1986) as amended.

July 1, 2019: 3.50%

July 1, 2020: 3.75%

July 1, 2021: 4.00%

July 1, 2022: 4.00%

Employees who leave employment with the Town before they become eligible for retirement medical benefits under section 11.0 shall receive their contributions to the Other Post Employment Benefit (OPEB) along with interest at a rate of three percent (3%) per annum. Retirees who choose not to receive retiree medical benefits described in section 11.0 due to comparable coverage from another employer, or for any other reason shall not be entitled to a return of the contributions to the Retiree Health Insurance Reserve Fund.

The Town shall have the responsibility of the management of the fund but shall provide to the Union at least annually, a full accounting of the contributions to the fund, interest, and any expenses charged to the fund.

3. With respect to all police employees of the Town, the Town shall pick up the Employee contributions required by this section for all compensation earned on and after January 1, 1989; and the contributions so picked up shall be treated as employer contributions in determining federal tax treatment under the United States Internal Revenue Code; however, the Town shall continue to withhold federal income tax based upon these contributions until the Internal Revenue Service, or the Federal Courts, rule that, pursuant to Section 414(h) of the United States Internal Revenue Code (1986), as amended, these contributions shall not be included as gross income of the employee until such time as they are distributed or made available. The Town shall pay these employee contributions from the same source of funds which is used in paying earnings to the employee.



The Town shall pick up these contributions by a reduction in the cash salary of the employee. Employee contributions picked up shall be treated for all purposes of the Pension Plan in the same manner and to the same extent as employee contributions made prior to the date picked up.

H. 1. Normal pension calculations shall be based upon a definition of Average Monthly Earnings over the three (3) highest consecutive years. For employees hired prior to July 1, 2012, Average Monthly Earnings for purposes of normal pension calculations shall include monies from overtime and/or private duty work.

2. **The Police Pension Plan shall be amended as follows for employees hired after July 1, 2012:**

For employees hired after July 1, 2012, monies earned from overtime and/or private duty work will not be included as "earnings" for computing an employee's pension benefits under the Police Pension Plan. Rather, normal pension calculations shall be based upon Average Monthly Earnings over the three (3) highest consecutive years excluding overtime and/or private duty pay. An amount equal to four and one-half percent (4.5%) of the monies earned by an employee from overtime and/or private duty will be shifted to a defined contribution Section 401(a) plan administered through the Town with the Town also contributing four and one-half percent (4.5%) of the overtime and/or private duty monies earned by the employee to the plan.

I. Upon retirement, the employee shall receive a badge stating "retired" and Police Division Identification with the latter stating "retired".

J. Effective July 1, 1995, Article VI Death Benefit of the Police Pension Plan shall be amended as follows:

K. In the event an active Police Employee dies prior to his Normal Retirement date there shall be payable to his spouse and/or children a monthly benefit in accordance with the following schedule:

"In the line of duty" - to the spouse, 100 % of the Police Employee's Basic Monthly Earnings as of the date of his death, with COLA.

The monthly benefit to the spouse shall commence on the first day of the month coincident with or next following the Police Employee's death and shall cease with the last payment due immediately preceding the spouse's date of death or remarriage.

The monthly benefit payable on behalf of each child, in the event of the police employee's spouse's death, shall commence on the first day of the month coincident with or next following the police employee's spouse's death, and shall cease with the last payment due immediately preceding the earliest of the child's death, 18th birthday, or otherwise ceasing to have been a dependent of the police employee's spouse. If the child is attending a recognized educational institution, such benefit shall cease with the last payment due immediately preceding the earliest of the child's death, 23rd birthday, or otherwise ceasing to have been a dependent of the police employee's spouse, as determined by the Committee.

In instances of a police employee's death and then the subsequent, death of his spouse the children of such union shall share in such monthly benefit in equal part.

"Not in the line of duty" - to the spouse, 50% of the Police Employee's Basic Monthly Earnings as of the date of his death, with COLA.

Subsection (i) - The maximum benefit payable for all children combined is 25% of the Police Employee's Basic Monthly Earnings as of the date of his death.

"In the line of duty" shall mean being on duty or performing law enforcement duties while off duty or being targeted for the mere fact of being an officer. An employee shall be deemed to have died "in the line of duty," if death ensues as a result, while in the performance of his/her duties and/or capacities as an officer of the law provided that such death is not the result of willful misconduct; intoxication; or illicit drug use or abuse. Willful misconduct shall be construed to include, but not limited to, an intentionally self-inflicted injury or incurred while the employee was engaged in or resulted from having engaged in a felonious conduct.

## ARTICLE XIII

### HOLIDAYS

13.0 The following shall be recognized as paid holidays, and all eligible employees shall receive eight (8) hours pay at their regular straight time hourly rate therefore:

- |                           |                      |
|---------------------------|----------------------|
| 1. New Year's Day         | 8. Independence Day  |
| 2. Martin Luther King Day | 9. Labor Day         |
| 3. Washington's Birthday  | 10. Columbus Day     |
| 4. Lincoln's Birthday     | 11. Veteran's Day    |
| 5. Good Friday            | 12. Thanksgiving Day |
| 6. Easter Sunday          | 13. Christmas Day    |
| 7. Memorial Day           |                      |

13.1 Any additional holiday(s) whether anticipated or unanticipated and not mentioned above (13.0) celebrated or extended to all other Town employees, other than Board of Education employees,

in the form of time off with pay, shall be granted to members of this Bargaining Unit by the payment of an additional day's pay.

Any declared emergency day (s) or day (s) of mourning celebrated or extended to all other Town employees in the form of time off with pay, shall be granted to members of this Bargaining Unit by the granting of an additional earned day.

- 13.2 A. Each employee who works on a holiday or a day during which is he is regularly assigned to perform such work, or whose normal day off falls on a holiday, or who is on vacation or paid sick leave when the holiday occurs, shall receive holiday pay for each such day.
- B. Each employee who actually works eight (8) hours or more of departmental duty on the OBSERVED holidays listed under section D, shall be paid at a rate of one and one-half (1 ½) times his hourly rate of pay for such hours worked in addition to eight (8) hours holiday pay.
- C. Requests for Christmas and New Year's Day holidays must be made by November 25 of each year in order that an employee be given priority by seniority for the day off.

Requests made after such time will be granted on a first come basis and shall be made via Department e-mail to the Administrative Services Bureau.

D. OBSERVED HOLIDAYS:

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

13.3 Payments for holiday shall be included in a pay period for the week in which the holiday occurs.

13.4 HOLIDAY OPTION, The minimum staffing level for each Holiday shall be determined and set by the Chief of Police.

- 1. HOLIDAY LEAVE, Employees scheduled to work on a holiday may request "HOLIDAY LEAVE", Holiday leave shall be defined as, the actual day off from work, with eight (8) hours regular pay.

Approval shall be based on seniority provided the requests are submitted no less than two weeks before the holiday. Requests submitted less than two weeks before the date requested shall be approved on a first-come, first serve basis.

2. HOLIDAY COMP TIME, Each employee who actually works eight (8) hours or more of Departmental duty on our observed holidays may select this option. Holiday Comp Time shall be defined as eight (8) hours of regular pay, and twelve hours saved as "Comp Time". This section shall comply with sections 5.12 (Comp Time Option) and section 5.0 A, (Overtime).

ARTICLE XIV  
PERSONNEL

- 14.0 The Town and the Union shall recognize and adhere to all provisions of Laws, Ordinances, Personnel Rules and Regulations, Division Rules and Regulations, and Policies not otherwise superseded by the terms of this Agreement.
- 14.1 It is understood by the Town and the Union that the above may be subject to revision by the Town. Nothing that is identifiable under M.E.R.A. as a NEGOTIABLE issue shall be added to nor taken away from the above without prior NEGOTIATION between the Town (Chief of Police & Town Manager) and the Union (Union President).

All changes in issues that are identifiable as a management prerogative shall be DISCUSSED with the Union (Union President) as soon as is practicable.

Nothing above is intended to restrict the Chief of Police in the event of an OPERATIONAL EMERGENCY to take whatever steps are necessary to respond to such emergency up to and including the denial and/or cancellation of leaves and/or days off. OPERATIONAL EMERGENCY shall include, but not be limited to STRIKES, DEMONSTRATIONS, MAJOR CRIMES, or other unanticipated public safety related occurrences.

- 14.2 All new ordinances (having an effect on the police), Personnel Rules and Regulations, Division Rules and Regulations, and Policies shall be posted on the Division bulletin board for a period of not less than ten (10) days and an additional copy filed with the Union. A copy of all new Personnel Rules and Regulations, Division Rules and Regulations and Policies, and any changes thereto, and a copy of this Agreement shall be given to all employees, by the Town.
- 14.3 Service ratings shall be available for review by the employee but such ratings will be confidential to the employee. Supervisors may review the service ratings with the employee concerned.
- 14.4 Employee shall have the right to review his personnel file, to the extent that he has a legitimate right to do so, during the normal working hours of the Chief. Such review shall be provided within a reasonable length of time.

ARTICLE XV  
VACATIONS

15.0 Employees shall receive the following annual vacation at their basic rate of pay based upon length of service as of the employee's anniversary date of employment of each year.

Less than one year of service	One week
One year, but less than five complete years of service	Two weeks
Five years, but less than ten years of complete service	Three weeks
Ten years of complete service but less than fifteen	Four weeks
Fifteen years, but less than twenty years of complete service	Five weeks
Twenty years of complete service and over	Six weeks

15.1 A. Earned Leave

In addition to the above allowances, an employee may earn a maximum of four (4) additional earned leave days each year, becoming entitled to an additional leave day for a perfect attendance record for duty roster assignments only during any mutually exclusive continuous three (3) month period. For purposes of determining eligibility for his additional earned day, absence due to holidays or approved vacation leave, or as under Article XVI, Section 16.0 and Section 16.1 and Article XXIII, Section 23.2 shall not disrupt the attendance record.

B. Any mutually exclusive continuous three (3) month period shall be further defined as mutually exclusive continuous 90-day period. While an employee may earn this additional earned leave day upon completing the 90th day of perfect attendance, the Town shall not be required to calculate the period, nor award the day, to the employee, until the end of the calendar month within which the 90th consecutive day of perfect attendance was completed.

15.2 No vacations or additional leave days (earned days) shall be accumulative or carried over to exceed two years without approval of the Town Manager. Each year employees so projected, shall be given adequate notice by April 1st and they shall then submit their requests. If such is then denied, they shall make additional efforts to use such accumulated time. If such time cannot be taken off by June 30, it will not be lost if used by December 31.

15.3 A. Generally, vacation shall be granted not to exceed:

- a. Four Patrol Bureau officers per week nor more than two per squad;
  - b. No more than three (3) Sergeants per week;
  - c. No more than two Detective Bureau officers per week, nor more than one per squad; and
  - d. No more than two Support Services Bureau officers per week, nor more than one per squad.
- B. The months of July, August and September (through Labor Day) shall be considered "prime time" for vacation purposes. The rest of the year will be considered non-prime time.
- C. All "prime time" vacations shall be requested, scheduled, and taken in multiples of full weeks beginning on Saturday and shall be arranged in accordance with the needs of the Division of Police.
- D. Requests for vacation time shall be submitted by March 1st of each year in order for an officer to exercise seniority rights for that period. Such requests may be accompanied with an exchange of workdays and/or work periods in order to better facilitate the officer's vacation request, as to days off, shift, or squad etc., further, earned days may also be submitted in conjunction with the above request(s), in either or both instances it shall be the co-signer(s) and/or officer filling such vacancies responsibility to fulfill the requirements of the agreed to arrangements with the requester of the vacation time.

If a vacation request involves an exchange and/or an advance earned day request, the entire package must be submitted by the deadline date. This means that an exchange request and/or an advance earned day request must be signed off by the parties involved and submitted with the vacation request.

Once approved, the package cannot be changed or modified. Officers shall be notified of approved or rejected requests by March 15th of that year.

- E. During non-prime time months, vacation time may be submitted with at least one (1) week advance notice and may be taken without the necessity of starting on Saturday. Non-Prime time vacation requests may also be taken in blocks of five days or more. Such requests may also be accompanied with requests for work day and/or work period exchanges and/or earned day requests, for all the same reasons as stated above in section D with the same responsibility attached to any co-signer or officer filling such vacancies, with approval by the Chief of Police.
- F. Officers who desire to make vacation requests to be able to accommodate themselves and to enable themselves to make long-term commitment for a special vacation (this shall not generally encompass "prime time" and shall not be used to obviate the

protection granted to more senior employees and any objections thereto from a more senior employee shall be grounds for denial) may do so by preparing a request for the vacation time desired and submitting it to the Chief of Police. The Chief will cause the posting of a notice on the Major Bulletin Boards of the Division and if he receives no objections (within 15 days) from officers with more seniority he may grant the junior employee the time requested and consider seniority rights of senior officers to be waived for that time period.

G. Employees shall be granted one (1) "Short Vacation" per fiscal year. This vacation must include at least three (3) days of approved leave (vacation leave, earned leave, personal leave). This time may not be taken during "Prime Time" Vacation.

15.4 Preference as to time of taking vacation shall be given to employees of greater seniority within applicable rank. Such seniority shall be based on the date the employee first began working in the applicable rank. All requests for vacation time must be approved by the Town based upon the needs of the Division at that time.

15.5 An employee who is dismissed, retired or separated for any reason from the Police Division shall be paid the sum total of his accumulated vacation leave and earned days, (additional leave days) provided, however, that in no case shall the employee be paid for more than the two-year accumulation referred to in 15.2.

15.6 A Employees requesting earned days shall be afforded every opportunity to accommodate their request. Generally, requests for earned days may be no less than twenty-four (24) hours in advance, and may be denied only if the resulting vacancy cannot be filled on a voluntary basis by another officer qualified to perform the duties of the vacancy. Where there is an employees' conflict, (two or more employees requesting earned days for the same shift) approval shall be based on seniority.

B. Where there is an employee conflict (two or more employees requesting earned days for the same shift) for time off on a recognized HOLIDAY pursuant to Article XIII, subsection 13.0, approval shall be based on seniority provided the requests are submitted no less than two weeks before the date requested. Requests submitted less than two weeks before the date requested shall be approved on a first-come, first served basis.

15.7 Where there is an employees' conflict for requested time off (weekly vacations and single vacation days only), approval shall be based on seniority within bureau lines.

15.8 If staffing permits, personnel shall be permitted the use of vacation time, in one (1) hour blocks at the beginning or end of shift. Priority shall be given to Earned Days, Full Single Vacation Days and four hour vacation time requests.



- 15.8 In extraordinary circumstances in which a member of this Bargaining Unit finds himself unable to report for duty due to circumstances beyond his control, he may be granted emergency vacation leave, prospectively, if approved by the Chief of Police or his designee.
- 15.9 Each employee of this Bargaining Unit shall be allowed to use FIVE (5) SINGLE VACATION DAYS throughout the year (with exception of recognized holidays as designated pursuant to Article XIII, subsection 13.0) per the same prescriptions as under 15.6 A (Earned Days).
- 15.10 PIN DAY: To recognize milestones throughout a Wethersfield Police career, officers shall be awarded eight (8) hours of Compensatory Time in recognition of their 5, 10, 15, 20 and 25 year anniversary of having their Police Badge pinned. This time shall be placed in the employee's Comp Time bank and shall have no monetary value.
- 15.11 PERSONAL LEAVE DAY: An employee who has completed five (5) years of service shall be awarded ONE (1) Personal Leave Day. Employees assigned to the Patrol Division and not afforded the flex-time option shall be awarded one additional Personal Leave Day for a total of TWO (2) leave days. Effective January 1, 2020, these days off with pay shall be awarded on the employees hire date and shall be used prior to the following hire date. The Personal Leave Day is not accumulative. This leave day shall be granted, notice must be given sixty (60) minutes prior to the starting of scheduled work except in an emergency. Personal Leave Days must be used in one eight (8) hour block and shall not be allowed on the following days:
- |                           |                       |
|---------------------------|-----------------------|
| 1. New Year's Day         | 8. Memorial Day       |
| 2. New Year's Eve Day     | 9. Independence Day   |
| 3. Martin Luther King Day | 10. Labor Day         |
| 4. Washington's Birthday  | 11. Columbus Day      |
| 5. Lincoln's Birthday     | 12. Veteran's Day     |
| 6. Good Friday            | 13. Thanksgiving Day  |
| 7. Easter Day             | 14. Christmas Eve Day |
|                           | 15. Christmas Day     |

## ARTICLE XVI

### BEREAVEMENT LEAVE/WEDDING LEAVE

- 16.0 Five days (5) of paid leave shall be granted to an employee for the death of the employee's spouse or partner in a valid civil union recognized under state law, and/or domestic partner who is domiciled in the employee's household for at least one year's time and/or the employee's child or stepchild.
- 16.1 Special leave of absence of up three (3) working days with pay shall be granted an employee from the date of death to funeral for the purpose of funeral attendance in the event of death of the employee's:



Father	Father-in-law
Mother	Mother-in-law
Brother	Grandparents
Sister	Relative domiciled in the employee's household

16.2 Special leave of absence up to one (1) working day for purpose of funeral attendance (provided the employee actually attends) in the event of the death of the employee's

Niece	Uncle
Nephew	Grandchild
Aunt	

16.3 In the event that any of these bereavement days fall on what would not normally be a working day, employee will not be compensated for that day.

16.4 In the event of the wedding of an employee, s/he shall be guaranteed three consecutive days off. The following accumulated leave may be used: vacation, special vacation, earned and personal. Compensatory time may not be used.

## ARTICLE XVII

### EQUIPMENT, UNIFORM AND CLOTHING ALLOWANCE

17.0 The Town agrees to continue the practices and regulations concerning the issuance of equipment and clothing which are in existence at the effective date of this Agreement.

17.1 The Town shall reimburse any member of the Bargaining Unit for loss of or damage to personal property and/or clothing which is suffered as a result of a chase or physical contact with another person or animal while in the performance of police duties. A claim for reimbursement must be based upon a replacement of like quality and shall be supported by either an inventory of personal items previously placed on file with the Town, or by including with the claim the item for which replacement or repair is sought.

17.2 The Town shall have the option of buying the repairs, replacement, or the reissuance of equipment within thirty (30) days of the request, or of paying to the employee on the basis of an acceptable invoice, for such repairs, reissuance or replacement if the Town so elects to have the employee handle such directly.

17.3 The Town agrees to provide a uniform cleaning allowance at the rate of \$500 per year for the purpose of maintaining uniforms in a clean and neat condition. Such allowance shall be paid in two increments, \$250 on July 1 and \$250 on January 1 of each year.

- 17.4 The Town and the Union agree that employees of this Bargaining Unit shall not be requested to service any police vehicle(s), except for the gassing of their respective vehicle.
- 17.5 The Town and the Union agree that all future police vehicles shall have as equipment a.m./p.m. radios, air conditioning and power windows.

ARTICLE XVIII  
BULLETIN BOARD

- 18.0 The Town agrees to provide the Union with a bulletin board in a non-public area of the Police Division for the posting of the following notices:

Recreational and social affairs of the Union  
Union Meetings  
Union elections  
Reports of Union committees  
Rulings or policies of the international union

No other material shall be posted on such bulletin board.

- 18.1 Notices and announcements shall not contain anything of a political nature, nor anything derogatory of the municipal employer or any of its officers or employees. Any other notices the Union desires to post a copy shall be sent to the Town Manager. In order for the Union to comply with this Article the Town agrees to supply a glass enclosed locked bulletin board.

ARTICLE XIX  
EDUCATIONAL INCENTIVE PAYMENTS

- 19.0 The Town shall in accordance with Town policy, reimburse all permanent bargaining unit members for the tuition cost of courses taken in a systemized educational program when such courses are completed with a grade of C or better and such course of study is job-related as determined by the Human Resources Manager. Educational course work shall include tuition, student activity fees, college service fees and laboratory fees. The Town shall maintain an educational fund of \$4,000 for the exclusive use of Bargaining Unit Members. Bargaining Unit Members shall be reimbursed at 90% capped at \$1,000.00 per person, per year. The Bargaining unit employees may reapply for additional reimbursement, if the \$4,000 has not been depleted by the end of the fiscal year. The employee must submit paperwork by April 1<sup>st</sup> to the Human Resources Manager. If more than one employee reapplies, then the amount will be divided among the members. To be eligible for reimbursement employees must complete and submit the Town's Request Form for Tuition Reimbursement.

ARTICLE XX  
GRIEVANCE PROCEDURE

20.0 A grievance is a dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, unless specifically excluded by this Agreement and shall be settled in the following manner:

All grievances shall be in writing, setting forth the specific section of the Agreement alleged to have been violated, and the specific relief sought, and must be filed with the Chief of Police within ten (10) calendar days of the act or omission complained of or the employee's knowledge of its occurrence.

1. After receipt of the written grievance the Chief of Police may in his discretion also call a conference if he determines it appropriate, but shall within ten (10) working days submit his answer, in writing to the grievant and the Union President.
2. In the event that a satisfactory adjustment of the grievance is not accomplished at step one, within ten (10) calendar days of the receipt of the written answer of the Chief of Police, the grievant may appeal the grievance to the Town Manager. The written decision of the Town Manager shall be given to the grievant, and the Union President within fifteen (15) days of receipt by the Town Manager.
3. In the event that the grievance is not satisfactorily accomplished at Step Two as a result of the written answer of the Town Manager, within ten (10) calendar days after receipt of the decision, the Union shall notify the Town Manager in writing that it intends to submit the grievance to Arbitration; and shall simultaneously file notice of appeal with the Connecticut Board of Mediation and Arbitration under the Rules and Regulations of the Connecticut Board of Mediation and Arbitration in effect at the time of said filing. The decision of such shall be final and binding upon both parties, except that said decision shall not alter nor amend this Agreement in any manner. The Town and the Union may mutually agree to utilize the American Arbitration Association to resolve any particular grievance instead of the Connecticut Board of Mediation and Arbitration with both parties splitting evenly the costs of the arbitrator's services and the proceedings. However, the Parties agree that grievances involving termination of an employee shall be submitted to the American Arbitration Association in accordance with its rules and procedures and with the Union and the Town splitting evenly the costs of the arbitration services and the proceedings.

20.1 Nothing in this article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.



- 20.2 Nothing in this article is intended to prohibit the Town or the Union from processing a grievance through the grievance procedure up to and including arbitration.
- 20.3 The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records of such proceeding.
- 20.4 Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the second step.
- 20.5 If the employee asks that he be personally represented by his own attorney at step one or two in the grievance procedure, a representative (the President or Executive Board member) may also be present as an observer at the employee's request.
- 20.6 If the employee is represented by a representative (the President or Executive Board member) of the Union and desires his own attorney to be present as an observer at step one or two, the attorney's presence as an observer will be subject to the approval of the Town's representative.
- 20.7 In accordance with Section 7-468 (D) of Connecticut's Municipal Employee Relations Act, nothing herein is intended to preclude the employee from representing himself at any one of the first two steps of this grievance procedure.
- 20.8 The Town or the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same event, shall be held in abeyance, and the Town or Union grievance shall be processed as a precedent.
- 20.9 When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them.
- 20.10 This mutual review procedure shall not require more than five work days subject, however, to mutual extension of period of review if circumstances so require.
- 20.11 If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement.

## ARTICLE XXI

### SICK LEAVE

- 21.0 All members of the Bargaining Unit shall earn sick leave credits as follows:

- a. 10/12 day per month for less than fifteen (15) years of regular full-time service with the Police Division.
- b. at the rate of one (1) day per month at or after fifteen (15) years of regular full-time service with the Police Division. (For the purpose of this article, "day" shall mean working day.)

- 21.1 Sick leave shall be allowed only in the event of actual illness or injury of the employee, exposure to contagious disease, health examinations and care, and to permit the absence of employees for a reasonable period to make arrangements to care for the immediate family, and shall not be considered as a privilege which an employee may use at his discretion. Absences for sick leave shall be charged in half day increments, unless it is a situation in which an employee becomes ill while at work in which case it will be charged in two (2) hour increments.
- 21.2 For any absence for which sick leave is claimed, notice must be given sixty (60) minutes prior to the starting of scheduled work except in an emergency. The Town may require evidence of eligibility for sick leave at any time when absence is for more than five (5) consecutive sick days, for employees not using any sick leave within the last twelve (12) months, and for any other employee for any sick leave, in the form of a physician's certificate which shall be supplied at the employee's expense. Such certificate shall state the nature of the illness or injury and the expected duration. Failure to provide such certificate upon request shall be sufficient grounds to deny sick leave.
- 21.3 The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.
- 21.4 A. An employee separating from the Town service shall be entitled to receive pay at his normal daily rate at such time of separation as follows:
- For separation at or after 25 years of service 65% of time accrued.
- For separation at or after 20 years of service 40% of time accrued.
- B. Effective January 1, 1995 new employees shall receive 50% of time accrued in days each fiscal year and shall be paid for same by July 15. Such time shall be paid at the rate earned and shall be deducted from time accrued. At time of separation, the employee shall only be paid for 50% of the time accrued in days during that fiscal year within which he is separating.
- C. Employee Option: Prior to July 1 of each year an employee may waive in writing the payment of the 50% of time accrued in sick days (hours) each fiscal year. The employee may request the use of the following options:
- 1. The 50% of the time accrued is placed onto the employee's sick bank of time.

2. The 50% of the time accrued is placed onto the employee's Comp Time, bank of time.

These allowances do not extend the separation date, but at the option of an employee retiring from the Town service, may be added to years of credited service, at the separation ratio.

In the case of the death of an employee all monetary remunerations owed to the employee by the Town shall be paid to the stated beneficiary or husband, wife or next of kin in accordance with Section §45-266 of the General Statutes.

## ARTICLE XXII

### SPECIAL CONFERENCES AND ACCREDITATION

- 22.0 Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 am and 5:00 pm at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at special meetings.
- 22.1 The Town and the Union agree to work together in an effort to obtain accreditation status through the National Commission on Accreditation for Law Enforcement Agencies, Inc. They recognize that to achieve such compliance negotiations shall be required on some issues. Further, that such negotiations may reach impasse and be not resolvable by the parties. The Town and the Union agree that should they reach such impasse, they shall submit those issues to arbitration, pursuant to the Municipal Employee Relations Act of the Connecticut General Statutes.

## ARTICLE XXIII

### UNION REPRESENTATIVES

- 23.0 Duly accredited and elected officers (the President, Vice President, Secretary, Treasurer, Stewards) shall be granted time off without loss of pay to attend one monthly meeting, not to exceed two hours, during duty hours, provided that the Officer or Steward shall receive permission from his supervisor. Permission may be withheld by the supervisor because of operating requirements.

- 23.1 The Town shall not be obliged to allow more than two such officers on any given shift to attend a monthly meeting. In instances of a conflict between employees wanting to attend such meeting, title within such Union shall prevail.
- 23.2 The President and one other member, if designated by the President, shall be granted up to three consecutive days leave from duty with pay per year to attend state or national union conferences.
- 23.3 The President and one other member, if designated by the President, shall be granted leave from duty with pay for all meetings between the Town and the Union, for the purpose of preparing and/or processing grievances and/or arbitration and/or renegotiation of this contract when such meeting takes place at a time during which the President and/or designated member are scheduled on duty.

## ARTICLE XXIV

### DISCIPLINE

- 24.0 All discipline shall be for just cause.
- 24.1 The Town and the Union agree that the Division may review, or inquire of, an officer's performance relative to investigative technique, reports, enforcement levels, or other duty related activities and such review or inquiry shall not be deemed to be a disciplinary inquiry or hearing. At such time as an officer is being considered, by the Chief or his designee, subject to disciplinary action for the above, that officer, if he so requests, shall have the right to be represented at such review, or inquiry, as prescribed in Section 24.2.
- 24.2 Whenever an officer is questioned by the Chief of Police or a non-bargaining unit ranking officer, whether by written interrogatory or verbally, for any reason which could lead to that officer's written reprimand, suspension, reduction in grade, demotion or dismissal that officer shall, if he so requests, have the right to be represented, during such questioning, by the Union President or Executive Board member.

Nothing contained herein will be interpreted to include, in the definition of written interrogatory, written demands made of officers for complete reports on their duty related activities. Also, nothing contained herein will be interpreted to require granting of such representation to officers not subject to such disciplinary action.

- 24.3 The officer has the right to have the Union Attorney, or an attorney of his own choice (rather than the Union Attorney) present if the ultimate disciplinary action resulting from the hearing is a suspension without pay of more than five (5) days, reduction in grade, a demotion or a dismissal provided that:

1. failure of the selected attorney to appear shall not delay the hearing nor make void any imposed disciplinary action.
2. if the employee desires an attorney of his own choice, rather than the Union Attorney, he shall be responsible for payment of said attorney.

The employee and the Union President or Executive Board member shall have at least seventy-two (72) hours notice of such hearing. The hearing will be tape recorded if either party requests it.

- 24.4 Said employee shall be advised of the nature of the alleged charges and shall receive concurrently a statement which includes his rights under Section 24.3 of Article XXIV. The employee and the Union President shall be notified in writing as to the disposition of said hearing.
- 24.5 Nothing herein contained shall be deemed to prevent the imposition of discipline without a disciplinary inquiry or hearing when in the judgment of the Chief such discipline is warranted and is provided for in the Town Charter.
- 24.6 The employee, Union, Human Resources Manager and the Town Manager shall receive copies of all written reprimands and commendations.

## ARTICLE XXV OUTSIDE EMPLOYMENT

- 25.0 Divisional employees cannot engage in outside employment which might in any way hinder the objective and impartial performance of their public duties, or hinder or impair their efficiency on the job. Acceptance of such outside employment shall be by written application to, and written permission by the Town Manager, such permission shall not be unreasonably withheld. The written permission by the Town Manager shall carry a description of the work and the number of hours of outside work permitted per day and per week.
- 25.1 The employee shall execute a waiver of responsibility of the Town for liability, expense, or costs because of injury or illness incurred by reason of the outside employment. Further, the employee shall waive any claim for wages or benefits during any absence caused by injury or illness attributable to such outside employment.



ARTICLE XXVI  
SAVINGS CLAUSE

- 26.0 If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid by a court of law or an arbitrator, the validity of the remaining portions of the Agreement shall not be affected. It is the intent of the Town and the Union in agreeing to the Agreement that no portion should become inoperative or fail by reason of the invalidity of any other portion. Should both parties agree to do so, they may immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

ARTICLE XXVII  
DISABILITY AND LIMITED DUTY

- 27.0 Duty disability shall be construed to mean absence from regularly assigned duties as a result of an injury determined under the Workers' Compensation Act to have been a duty-related injury. In order to be eligible for duty disability leave an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such medical treatment as may be recommended.
- 27.1 Permanent or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Town shall receive duty disability pay as follows:

As used herein "normal weekly earnings" and "normal weekly check" shall mean the officer's regular biweekly base salary including overtime and flat pay earnings pursuant to Section 27.1 a or 27.1 b of this Article.

- a. The Town shall, for a period not to exceed 52 weeks, supplement, without charge to sick or vacation leave, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings. Such payment shall be retroactive to the first lost workday resulting from a Workers' Compensation injury. An employee who is initially injured, and while remaining on Workers' Compensation shall receive (25%) of the amount of their fifty two (52) weeks averaged overtime (prior to injury) and flat pay earnings, after federal taxes, state taxes, and pension deductions.

An employee who after their initial injury, who later participates in the Limited Duty Program (see 27.1d) shall receive seventy-five percent (75%) of the amount of their fifty two weeks averaged overtime (prior to injury) and flat pay earnings, after federal taxes, state taxes, and pension deductions.

- b. After 52 weeks of duty disability leave, if the employee has accrued sick leave, he shall receive a payroll check for the difference between the Workers' Compensation check and his normal weekly check to the extent of his accrued sick leave only.
- c. The Town and the Union agree that pursuant to the Contract an employee with a IN THE LINE OF DUTY illness and/or injury, shall remain on Worker's Compensation and if necessary, later onto LTD (Long Term Disability).
  - 1. Workers' Compensation: The employee shall make contributions to the Pension Plan. The Town shall continue making the difference (if any) in "normal net pay" {maximum of 52 weeks). NORMAL NET PAY INCLUDES THE EMPLOYEE'S PENSION DEDUCTION, WHICH SHALL BE CREDITED TO HIM. If a third party under this section is involved, any later reimbursement to the Town shall be less the portion already paid by the employee for the Pension contribution.
  - 2. LTD: for an IN THE LINE OF DUTY illness and/or injury the employee does not have to make any such Pension contribution and is given credited service.
  - 3. LTD: for a NOT IN THE LINE OF DUTY **illness** and/or injury the employee is not given credited service.
  - 4. Any Workers' Compensation benefits received by the employee for the Periods indicated in 27.1 (a) and (b) shall be signed over to the Town, excluding lump sum awards which shall not revert to the Town.
- d. The Division of Police Limited Duty Program is applicable to full time sworn police officers of the Police Division. The availability of limited duty work shall be determined at the sole discretion of the Chief of Police. Employees injured at work shall normally be brought to a clinic or hospital for initial treatment as designated by the Town. At the discretion of the Town, the employee may, in addition, be required to be examined by a physician of the Town's or insurance carrier's choice. In either case, the employee shall receive a statement of any restrictions on duties and an expected return to work date. The employee shall be required to provide this information to the Town as soon as possible. No absences may be charged to Workers' Compensation until this information is received.

If the expected absence from work is longer than three (3) working days, the employee shall be given a "Limited Duty" package (See Appendix B) to bring to the treating physician. If the employee cannot get to the doctor's office, the employee shall notify the Administrative Bureau Commander who will mail the package to the physician. The treating physician will be requested to complete the evaluation package and return it to the Town within (5) days of receiving it. The package will include:

- 1) Doctor's Evaluation Form filled out and signed by the employee.



- 2) Current Job Description of Employee; (Refer to General Order G.O. 3- 211 Effective 10/1/94)
- 3) List of "Limited Duty" Tasks Available as identified in Appendix (B).

The purpose of the "Limited Duty" package is to provide the treating physician with correct information as to the present duties of the employee and available limited duty tasks. The response of the treating physician shall be evaluated, and if the physician has indicated that the employee is not able to return to the regular position but is physically able to perform limited duty assignments, the employee shall be required to report for limited duty subject to the determination of the Chief of Police. Limited duty assignments shall, to the extent possible, be related to the type of work normally performed by the employee. In no way during this Limited Duty assignment shall such time be accredited towards the qualifying period of Article IX, subsection 9.2, in instances where the person is not normally a part of that bureau. Days off for employees assigned to Limited Duty shall be Saturday and Sunday.

If the employee refuses, or fails in the prescribed time to bring the Limited Duty package to the doctor or refuses to report for a physician approved Limited Duty assignment, the employee's compensation records shall be forwarded to the Town's Workers' Compensation insurer who shall request that a hearing be held immediately with the Workers' Compensation Commissioner in order to review the situation.

Limited Duty assignments are temporary and shall be discontinued if any of the following occur:

1. The Chief of Police determines that there is no longer available tasks within the Division of Police that would accommodate the employee's capabilities. Should a situation arise where there are more employees qualified for Limited Duty than available assignments the selection shall be based on seniority.
2. The treating physician returns the employee to full duty with no restrictions.
3. The treating physician temporarily prohibits the employee from continuing with the Limited Duty assignment.
4. The treating physician indicates that the employee has reached maximum improvement and shall not be able to return to full unrestricted duty, in which case the employee SHALL REVERT BACK to the above subsection 27.1a, with the twenty-five (25%) payment of averaged overtime until a FINAL DETERMINATION is made by the Worker's Compensation Commissioner relative to maximum medical improvement.



5. An employee has been on Limited Duty for a period of six months. The six month period may be extended at the discretion of the Chief of Police under extraordinary circumstances.
  6. That notification shall be made to the Union, as soon as practicable, as to assignments to Limited Duty and any changes as to an employee's status.
  7. The Town at any time shall have the right to have an employee examined by a physician selected and paid for by the Town to determine the extent of an individual's injury and related work limitations. If physicians selected by the employee and Town do not concur in the determination of the extent of a police employee's disability, then a third physician acceptable to both physicians shall be appointed, and his/her decision shall be final and binding pursuant to Section 27.5 of this Article.
- e. For the purpose of calculating normal pension on gross earnings, the amounts herein (Article XXVII) such as "normal weekly earnings" and "normal weekly check" shall be the employee's regular base salary including overtime and flat pay earnings net of deductions, to which said payments and or deductions shall be credited to the employee for total gross earnings and included as per Article XII, Subsection 12. 2 G. and Article XXVII, Subsection 27.1c.

27.2 An employee recuperating from a Workers' Compensation injury may be required to attend all training sessions conducted while he/she is so recuperating unless he/she presents medical evidence that the nature of the injury prevents such attendance. The Chief of Police will provide the employee's physician with a statement of what the training session would require the employee to do. While recuperating from such injury and absent from duty the employee will be considered to be assigned to the day shift with Sunday, Saturday off.

27.3 Any employee who brings a legal proceeding against a third party for damages to person or property or loss of wages arising out of an occurrence in which he/she sustains an injury compensable under the Workers' Compensation Act shall notify the Town Manager, the Chief of Police and the Union forthwith.

Said notification shall be in writing, hand-delivered or by registered or certified mail, specifying the Court to which the writ is returnable, as required by Connecticut General Statute, Section 31-393.

Any employee who by himself or through a representative makes written demand against a third party for recovery of damages to person or property or loss of wages arising out of an occurrence in which he/she sustains injuries compensable under the Workers' Compensation Act shall hand-deliver or mail by registered or certified mail a copy of said demand letter to the Town Manager, the Chief of Police and the Union forthwith.



Any subsequent recovery of damages by any means must be reported to the Town Manager and the Chief of Police in the same manner, specifying the source and amount of payments received. Any employee who fails to comply with the foregoing provisions may be subject to disciplinary proceedings.

27.4 For the purpose of disability retirement benefits the term, "disabled" as used herein shall mean that an active duty police employee is physically unable, as a result of bodily injury or illness, to engage in or perform his/her regular or similar duties within the Police Division, provided that such disability is not the result of willful misconduct; intoxication; or drug use, abuse or addiction, and further provided that such disability is expected to be permanent and continuous for the remainder of his/her life. Willful misconduct shall be construed to include, but is not limited to, the following:

- a. disability resulting from an intentionally self-inflicted injury
- b. disability contracted, suffered, or incurred while the police employee was engaged in or resulted from having engaged in a felonious conduct.

Mental incapacity shall qualify as a disability only insofar as recognized as eligible for benefits under the long-term disability insurance program provided for under Section 10.2, herein referred to as "LTD".

27.5 A disabled police employee seeking disability retirement benefits shall be examined by two physicians, one of whom shall be employed by the police employee at his/her expense and the other of whom shall be employed by the Town at its expense. If the two physicians selected do not concur in the determination of the extent of a police employee's disability, then a third physician acceptable to both physicians will be appointed, and his/her decision shall be final and binding.

The expense of such physician shall be equally shared by the police employee and the Town. Medical evidence derived from this process shall serve as the basis for the determination of the extent of disability. The employee's ability to continue as a police employee, given such extent of disability, shall be determined solely by the Town with right of appeal under Article XX.

27.6 A police employee with five (5) years of service or more who becomes disabled for reasons which are not work-related as determined by Workers' Compensation shall, if LTD benefits are granted, be eligible for full medical coverage for him/herself, spouse and the employee's dependents if any, pursuant to Section 11.0 (1), for a period of two years from the date of termination of employment at no cost. Thereafter, the employee, spouse and the employee's dependents, if any may continue to receive full coverage, with 50% of the cost paid by the Town. Such benefits shall continue to the employee's dependents until age 18 (age 23 if a full-time student).

At the employee's death, such benefits shall continue to the surviving spouse until death or remarriage and to the employee's dependents until age 18 (23 if full-time student) with 50% of the cost paid by the Town. If the employee is determined to be ineligible for LTD benefits, no such medical coverage shall be granted. An employee no longer disabled who applies for and is granted reinstatement by the town shall be granted full seniority benefits based upon continuous service for the period of absence, but shall not receive credited service for normal retirement purposes for the period of absence.

- 27.7. A. A police employee, regardless of length of service, who becomes disabled for reasons which are work-related as determined by Workers' Compensation shall apply for LTD benefits. If granted (if not granted see Section 27.7D), the Town shall continue full medical coverage for the employee, spouse and the employee's dependents if any, pursuant to Section 10.0 (A)-(E) and 10.1 (A) and retirees will receive a \$10,000 life insurance policy, at no cost to the employee and shall continue to grant credited service for normal retirement purposes at no cost to the employee. Such credited service shall be granted for the term of LTD benefits or until the employee reaches a maximum of 25 years credited service, whichever is less, at which time, at the option of the employee, he/she may receive normal retirement benefits based on 2% of average monthly earnings per year of service to a maximum of 25 years. Such retirement calculation shall be based on the average monthly earnings, as defined in the pension plan, then in effect for his/her rank; other retirement plan provisions shall be those in effect as of the date of disability.
- B. An employee who no longer has a work-related disability and who applies for and is granted reinstatement by the Town shall be granted full seniority benefits based upon continuous service and credited service for normal retirement purposes for the period of absence.
- C. When LTD benefits are discontinued, the Town shall consider reinstatement of the employee. If approved by the Town, the employee shall be granted full seniority benefits based upon continuous service and credited service for normal retirement purposes for the period of absence. If denied reinstatement, the employee shall receive a disability retirement benefit based on 2% of average monthly earnings for each year of credited service with a minimum of 50% of average monthly earnings. Cost-of-living adjustments, medical coverage, and other retirement plan provisions shall be those in effect for normal retirement, subject to the limitation of Section 27.11. Accordingly, a police employee with five years of service or more who becomes disabled for reasons which are not work-related as determined by Workers' Compensation shall not be entitled to disability retirement benefits under this section or any other section of the Agreement.
- D. If the employee with a work-related disability, is denied LTD benefits applied for pursuant to Section 27.7A he/she will receive a disability retirement benefit as provided for in Section 27.7C.

- E. Subject to the limitations of Section 27.11, at the employee's death, disability retirement benefits shall continue in accordance with the option benefit payment form selected at the time of disability and medical coverage shall continue to the employee's spouse until death or remarriage and to the employee's dependents to age 18 (age 23 if full-time student.)
- 27.8 If an employee dies while receiving LTD benefits pursuant to Section 27.6 or 27.7A, as a result of his/her disability incurred while an active police employee, his/her survivor(s) shall be eligible for the active service death benefit under Article VI of the police pension plan.
- 27.9 The sum of a former employee(s) (a) earnings from wages and salary and (b) disability retirement benefit for each calendar year shall not exceed the salary scale in effect for that calendar year for the rank of the former employee. By May 1 following the end of each calendar year, any former employee receiving a disability retirement benefit shall submit certified copies of his/her wage and tax statement(s) (form W-2) for the previous calendar year for review, or his/her disability retirement benefit shall cease as of June 30 following such calendar year. One-half of any excess earnings shall be returned by the former employee to the police pension plan within twelve months or will be deducted from the next twelve months retirement benefits. When the employee reaches what would have been his/her normal retirement date, such limitation as to combined earnings and disability benefit shall cease, and thereafter no limitation shall be imposed.
- 27.10 The disabled employee shall from time to time at the Pension Committee, but not more than once annually, submit to an examination by an impartial physician selected pursuant to Section 27.5 in his/her office at the Town's expense. Such examination shall be used to determine if the employee's disability is continuing. If the disability is not continuing, disability retirement benefits payable to such employee shall be discontinued with the next payment following such determination. In such case, the employee may seek reinstatement as provided for in Section 27.7 B.
- 27.11 At no time shall any disability retirement benefit payable to a disabled employee, spouse, or employee's dependents exceed that benefit which would have been payable had the employee been eligible for and received normal retirement benefits at the time of disability. There shall be no duplicate benefit payments under the pension plan.
- 27.12 Medical benefits paid to an employee's spouse or employee's dependents pursuant to Sections 27.6 and 27.7A shall be payable only if comparable benefits are not otherwise available to them through another employer.
- 27.13 Disability retirement benefits shall be reduced by any Workers' Compensation and/or heart and hypertension payments to which the employee may be entitled by law, excluding lump-sum awards.

## ARTICLE XXVIII

### PRIOR BENEFITS AND PRESERVATION OF RIGHTS

- 28.0 Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employee of the Unit has enjoyed heretofore, except those specifically abridged or modified by this Agreement.

## ARTICLE XXIX

### ANIMAL CONTROL OFFICER

- 29.0 The position of Animal Control Officer shall be covered by and subject to all articles, sections, terms and conditions of the contract agreement between the parties, except as follows:
- a. Article IV, Section 4.0; the second and third paragraphs of Article IV, Section 4.2; Article IV, Section 4.4 after the first sentence; Article V, Sections 5.6 and 5.8; Article VIII, Section 8.2; Article IX, Section 9.2; and Article IX, Section 9.5 shall not apply.
  - b. The phrase, "or Animal Control Officer," shall be added at the end of the first sentence of Article VIII, Section 8.0.
  - c. The sentence, "The Animal Control Officer shall not be included in this count", shall be added to Article XV, Section 15.3(A)(c).
- 29.1 The parties understand and agree that the Animal Control Officer is not and shall not in any way be treated as a police officer.
- 29.2 The seniority provisions of Article VIII, Section 8.0 and Article XV, Section 15.7 shall be administered within position classification.
- 29.3 The salary schedule for the position of Animal Control Officer shall be in accordance with Appendix A.
- 29.4 Unscheduled animal control work to be performed outside of normal working hours shall be offered to the Animal Control Officer in the bargaining unit before offered to part-time animal control officers. This shall in no way, however, restrict the right of the Town to schedule and adjust the normal working hours of the part-time Animal Control Officers to reflect changes in the Town's need or desire for animal control services.
- 29.5 If the Animal Control Officer is granted leave with pay on a designated holiday, the Animal Control Officer will perform limited duties such as feeding of dogs without being eligible for the four-hour minimum call-in provision of Article V, Section 5.3, and paid leave shall be charged to the officer's account only for those hours not actually worked on such holiday.



- 29.6 The Town shall have the right to place a patch on the left shoulder of the uniform stating "Dog Warden" superimposed upon the triangular police patch on the left shoulder of the uniform, provided that the word "Police" on the triangular patch remains visible and that the patch with the words "Dog Warden" does not extend lower than the bottom tip of the triangular patch or wider than the top edges of the triangular patch.

## ARTICLE XXX POLICE COMMANDERS

- 30.1 Unless previously noted, all conflicts shall be resolved based on rank seniority within the Bargaining Unit.
- 30.2 Lieutenant vacancies, as a result of earned day requests, need not be filled.
- 30.3 Lieutenant vacancies, as a result of vacation requests need not be filled. (Flexibility to Chief of Police).
- 30.4 Earned days on holidays shall be based on seniority.
- 30.5 Commanders shall be last on all overtime lists.
- A Commanders shall be listed by their respective seniority.
- B. They shall stay "grouped" at the bottom of all lists, but shall advance amongst themselves as is the practice of the above employees.
- 30.6 Commanders shall not be counted pursuant to 15.3A.
- 30.7 The Chief of Police will have the authority to reassign a Commander on the evening shift, at his discretion, for emergency purposes.
- 30.8 All "CALL-INS" for filling out lists and to conduct other required administrative tasks, minimum payment of one (1) hour overtime, of their respective rates of pay.
- 30.9 It is agreed that the Commanders promotional process dated December 2, 1992 (copy referenced) 'will continue to be used as the promotional process for Commanders. All promotional opportunities for police officers in the Bargaining Unit requiring certification as a sworn police officer shall be posted in-house for a period of at least ten (10) working days on bulletin boards within the Police Division. Sworn officers wishing to be considered for the promotional opportunity must submit their application to the Personnel Office. In the event there

are no qualified candidates who satisfactorily complete the promotional examination process, the Town shall have the right to advertise the position outside.

It is understood that only changes to this process proposed by the Town in the areas of the necessary qualifications for taking the promotional examination, the relative weight to be attached to each method of examination, and the use and determination of monitors for written, oral and performance examinations shall be subject to collective bargaining. In no event shall the content of this promotional examination be subject to collective bargaining.

## ARTICLE XXXI GLOSSARY/DEFINITIONS

31.0 The following terms as used herein shall be defined as follows:

1. Accumulated Time refers to earned vacation or additional leave days that may be carried over from year to year by an employee, subject to the conditions set forth in Article XV, Section 15.2 of the Agreement.
2. Additional Earned Leave refers to a maximum of four (4) additional paid days off that an employee may earn due to perfect attendance for duty roster assignments in any mutually exclusive continuous three (3) month period, also referred to as a 90-day period.
3. Agreement shall refer to the collective bargaining agreement between the Town of Wethersfield and the Union.
4. Anthem Blue Cross/Blue Shield Century HDHP is the High Deductible Health Plan group health insurance currently offered to the bargaining unit employees.
5. Arbitration is the process by which the Town and/or the Union request the issuance of a binding decision following a hearing on an unresolved dispute that arises out of the interpretation of the collective bargaining agreement or out of the collective bargaining process.
6. Bargaining Unit shall refer to the employee group represented by the Union, which includes all full time permanent police patrol officers, police sergeants, and police commanders within the Wethersfield Police Division, excluding all civilians, Second in Command and Chief of Police.
7. Bargaining Unit Member refers to an individual employee belonging to the Bargaining Unit.

8. Bulletin Board refers to the bulletin board provided to the Union by the Town in a non-public area of the Police Division for the posting of notices of the nature described in Article XVIII of the Agreement.
9. Acting Patrol Supervisor Eligibility List is a list by order of seniority of all Officers who, as of July 1, 2006, have passed all components of the Sergeants examination (dating back to 1999) with a final grade of 70% or higher, and are thereby eligible to serve as Acting Patrol Supervisor.
10. Collective Bargaining refers to the process by which the Town and the Union negotiate the terms of the collective bargaining agreement applicable to bargaining unit members, as required by the Municipal Employee Relations Act.
11. Compensation means all wages and fringe benefits paid to an employee pursuant to the Agreement.
12. Compensatory Time is paid time off granted to an employee in lieu of overtime compensation, as further described in Article V, Section 5.12 of the Agreement.
13. Cost of Living Adjustment is an annual increase to the salary of a police employee who has completed a minimum of twenty-five (25) years of credited service, based upon the Consumer Price Index established by the Bureau of Labor Statistics, as detailed in Section 8.4 of the Police Pension Plan, to a maximum of 4%.
14. Death Benefit refers to monthly benefits paid to an employee's spouse and/or children in the event an active employee dies prior to the employee's normal retirement date.
15. Death In the Line of Duty shall mean being on duty or performing law enforcement duties while off duty or being targeted for the as a mere fact of being an officer. An employee shall be deemed to have died "in the line of duty," if death ensues as a result, while in the performance of his/her duties and/or capacities as an officer of the law provided that such death is not the result of willful misconduct; intoxication; or illicit drug use or abuse. Willful misconduct shall be construed to include, but not limited to, an intentionally self-inflicted injury or incurred while the employee was engaged in or resulted from having engaged in felonious conduct.
16. Deferred Compensation Plan is a retirement plan offered by the Town in which the Town matches the employee's contribution on a dollar for dollar basis up to a maximum of \$50.00 per bi-weekly pay period.
17. Disabled for the purpose of disability retirement benefits refers to the state in which an active duty police employee is physically unable, as a result of bodily injury or illness, to engage in or perform his or her regular or similar duties within the Police Division,



provided that such disability is not the result of willful misconduct, intoxication, or drug use, abuse or addiction, and further provided that such disability is expected to be permanent and continuous for the remainder of his or her life.

18. Discipline for Just Cause refers to the requirement that any discipline of an employee who has completed his or her probationary period be undertaken only after a determination that sufficient grounds exist for the imposed discipline. In the case of a grievance arbitration hearing, the arbitrators must determine whether the employee was disciplined for just cause.
19. Duration refers to the effective period during which a collective bargaining agreement is in effect.
20. Duty Disability refers to an employee's need to be absent from regularly assigned duties as a result of an injury determined under the Workers' Compensation Act to have been a duty-related injury.
21. Duty Roster refers to the schedule set forth at Article IV, Section 4.1 of the Agreement, which illustrates the current hours of work and days off of the various duty positions of the bargaining unit.
22. Educational Incentive Payment refers to the Town's reimbursement of an employee for educational course work, including tuition, student activity fees, college service fees, and laboratory fees.
23. Employee refers to an individual bargaining unit member.
24. Employee Premium Cost Share refers to the percentage amount paid by an employee toward the cost of the group health insurance premium.
25. Equipment, Uniform and Clothing Allowance refers to either (1) the reimbursement of an employee by the Town for loss of or damage to personal property and/or clothing which is suffered as a result of a chase or physical contact with another person or animal while in the performance of police duties; or (2) the uniform cleaning allowance provided annually by the Town for the purpose of maintaining uniforms in a clean and neat condition, as provided by Article XVII of the Agreement.
26. Family Leave (Now referred to as Bereavement Leave/Wedding Leave) refers to paid time off granted an employee for reasons pertaining to bereavement of a family member or to celebrate the wedding of the employee, as specifically provided by Article XVI of the Agreement.

27. Flex Time Option is the ability to alter the hours of an employee's assigned shift by request of the employee and subject to approval by the Chief of Police and the mutual agreement of the Chief of Police, the employee, and the Union President.
28. Full Agreement acknowledges that the parties expressly agree that the collective bargaining agreement constitutes the entire agreement between them on all matters subject to collective bargaining negotiations.
29. General Wage Increase (GWI) refers to the percentage by which wages shall be raised, as of an effective date, for each individual job classification, without regard to a particular wage rate or a particular employee's step placement.
30. Grievance is a dispute which may arise between the parties concerning the application, meaning, or interpretation of the Agreement.
31. Grievance Procedure is the step-by-step process by which the Town and the Union undertake the resolution of a grievance, as described in Article XX of the Agreement.
32. High Deductible Health Plan (HDHP) refers to an alternative insurance plan offered to bargaining unit members in conjunction with a Health Savings Account (HSA).
33. Holdover refers to the circumstance in which an employee may be requested or required to work hours in excess of his or her regular shift for non-emergency reasons.
34. Holiday Comp Time refers to eight (8) hours of regular pay, and twelve (12) hours saved as "comp time," granted to an employee who actually works eight (8) hours or more of departmental duty on an observed holiday.
35. Holiday Leave refers to time off granted on a holiday, on which day the employee does not work, but is paid for eight (8) hours of regular pay.
36. Layoff is the loss of employment by reason of shortage of work or funds, the abolition of the position, or other material change in the duties or organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.
37. Commanders Promotional Process is the process governing the posting and granting of promotional opportunities to the position of police commander.
38. Life Insurance Coverage refers to the opportunity for an employee to participate in a life insurance plan offered by the Town under the terms and conditions specified in the collective bargaining agreement.



39. Limited Duty refers to a situation in which a full time sworn police officer is allowed, at the discretion of the Chief of Police, to temporarily work in an alternative function or position due to injury or illness.
40. Longevity Payment refers to an annual payment to an employee based upon years of service, as described in detail in Article IX, Section 9.1.
41. Long Term Disability refers to an insurance plan offered to bargaining unit members by the Town that provides coverage in the event of a disabling condition, under certain terms and conditions as provided by the collective bargaining agreement.
42. Major Crimes include the following crimes, for which investigating detectives shall be paid at the rate of time and one-half: all shootings; suspicious deaths or bodies found; armed robbery; rape; kidnappings; missing persons with suspicious circumstances; high risk narcotics raids; unusual burglary; arson; multiple assaults; sexual assaults on minors; major felon apprehensions or hostage situations; Special Response Team situations.
43. Master Patrol Officer refers to a position that may be filled by an eligible Officer, defined as an Officer who has passed all components of the most recent Sergeant's promotional examination, whose final grade of 70% or higher has placed the Officer on the certified eligibility list, and who is currently assigned to the Patrol Division, and has held this assignment for at least one (1) year prior to appointment to Master Patrol Officer.
44. Minor Tardiness refers to an employee's late reporting for any non-duty roster duty assignment for a period of less than ten minutes.
45. Monthly Normal Retirement Benefit refers to the amount of benefits earned by a retiree according to a formula that takes into account a percentage of the employee's Average Monthly Earnings, multiplied by the number of full years of credited service, subject to an established maximum.
46. Normal Retirement Date refers to the first day of the month coincident with or next following the employee's 55th birthday, plus the completion of 15 years of continuous service or the completion of 25 years of continuous service, whichever first occurs.
47. Normal Weekly Earnings or Normal Weekly Check refers to the officer's regular biweekly base salary, including overtime and flat pay earnings, for the purposes of calculating Workers' Compensation benefits, as provided in Article XXVII of the Agreement.
48. Observed Holidays refer to the specifically listed holidays in Article XIII, Section 13.2 D of the Agreement, for which an employee who actually works eight (8) hours or more of departmental duty on such date shall be paid at a rate of one and one-half times his hourly rate of pay, in addition to eight (8) hours of holiday pay.



49. Operational Emergency refers to a situation in which the Chief of Police may exercise discretion in taking whatever steps are deemed necessary to respond to an emergency situation, up to and including the denial and/or cancellation of employee leaves and/or days off. Operational emergencies include, but are not limited to, strikes, demonstrations, major crimes, or other unanticipated public safety related occurrences.
50. Outside Employment refers to any regular paid work performed by a bargaining unit member in a capacity other than as a Police Division employee.
51. Overtime refers to hours worked in excess of forty (40) hours per week or eight (8) hours per day, for which the employee is compensated at one and one-half of the employee's regularly hourly rate, computer in fifteen (15) minute units or the nearest part thereof.
52. Performance Review/Inquiry refers to the non-disciplinary review or inquiry of an officer's performance relative to investigative technique, reports, enforcement levels, or other duty related activities.
53. Personal Leave is period of paid leave earned by the bargaining unit member after completion of five (5) years of service, as of the first pay day of July in each year, under the conditions set forth in Article XV, Section 15.11 of the Agreement.
54. Personnel File refers to documents pertaining to a single employee that are collected and maintained by the Town and concern that person's employment with the Town.
55. Physician's Certificate refers to written orders of an employee's treating physician stating the nature of an illness or injury, and the expected duration of said illness or injury, that requires the employee's absence from work.
56. Pin Day refers to the anniversary of the date upon which an officer had his or her Police Badge pinned.
57. Police Pension Plan is the plan offered by the Town to retirees from the bargaining unit for the payment of benefits through a group annuity program or a similar funding program selected by the Town on the basis of a recommendation from the Pension Plan Committee.
58. "Prime Time" Vacation refers to vacation taken in the months of July, August, and September (through Labor Day).
59. Probationary Period is the initial period of employment during which the employee must demonstrate his or her ability to perform Police Division duties. Following successful completion of the probationary period, the employee becomes eligible for certain benefits and privileges under the collective bargaining agreement.



60. Promotional Opportunity refers to the opportunity for advancement to the rank of Sergeant and/or Lieutenant on the basis of the Police Division merit system and promotional processes, as more fully described in Article VIII, Section 8.2.
61. Promotional Examination refers to the examination process that must be satisfactorily completed by a qualified candidate for a promotional opportunity requiring certification as a sworn police officer.
62. Rank Seniority is the total length of continuous service as a permanent appointee to a given rank.
63. Retiree Health Insurance Reserve Fund (Now known as Other Post Employment Benefits (OPEB)) is a fund created by the Town to offset the costs of providing group health insurance retiree benefits to retired bargaining unit employees eligible for retiree health insurance benefits. Such bargaining unit members are required to contribute a percentage of their wages to the Fund.
64. Savings Clause is a contract provision that is intended to preserve the legal effect of a contract's remaining provisions, in the event that any particular provision of the contract is determined to be invalid as a result of any legal proceeding.
65. Seniority is the relative length of an employee's accumulative unbroken service employed by the Wethersfield Police Division as a regular full time officer.
66. Seniority List refers to the written list of bargaining unit members, showing the seniority of each based upon date of hire, that is furnished by the Town to the Union on July 1 of each contract year and after each new hire.
67. Sergeant Work Rotation refers to either of (1) the two separate patrol rotations for sergeants assigned to the Patrol Division, assigned by rank seniority; or (2) the separate rotation for sergeants assigned to administrative, accreditation, or training positions.
68. Sick Leave is paid time off allowed in the event of actual illness or injury of the employee, exposure to contagious disease, health examinations and care, and to permit the absence of employees for a reasonable period to make arrangements to care for the immediate family.
69. Special Assignment is a position added to the duty roster to be filled at the discretion of the Chief of Police and worked on a voluntary basis by the employee.
70. Special Conference or Special Meeting refers to a meeting held, at the agreement of the Town and the Union, for the purpose of conferring on matters of interest, upon the written request of either party.





71. Special Police Duty is duty for which the Town is reimbursed by some other party, agency or division and outside of the regular work schedule.
72. Specialized Units include the following: Detective Bureau; Special Response Team; Accident Reconstruction Team; Marine Patrol Dive Team; Canine Unit Members.
73. Step refers to an employee's placement on the wage grid in accordance with experience level.
74. Super Priority is the status granted an employee who is mistakenly "passed over" in the distribution of overtime duty or special police duty, such that the employee is entitled to work an amount of overtime or special police duty jobs, as applicable, equal to the number of "passed over" incidents, irrespective of the employee's present standing on the overtime duty or special police duty lists.
75. Town Rights are the rights, powers and authority inherent in the Town unless otherwise limited, modified, abridged, or relinquished by specific terms or language in the Agreement.
76. Travel Time refers to time spent by the employee in transit to and from work for the purpose of attending work-related activities such as training, limited to the reasonable, ordinary time to travel to and from the training site and Police Headquarters.
77. Union refers to the International Brotherhood of Police Officers, Local 391.
78. Union Dues Assessment refers to the amount of regular dues owed by an employee who is a member of the Union in good standing.
79. Union Representatives include duly accredited and elected officers of the Union, who shall be granted time off without loss of pay to attend Union business as provided by Article XXIII of the Agreement.
80. Union Service Fee refers to the assessment made by the Union to a new employee who does not become a member of the Union in good standing after sixty (60) days of employment.
81. Vacation Time refers to paid time off earned annually based upon length of service as of the employee's anniversary date of hire.
82. Waiver of Health Insurance Coverage refers to the option to voluntarily elect to waive the opportunity to participate in any of the health insurance plans offered by the Town under the collective bargaining agreement, by way of a form provided by the Town, and to elect



instead to receive additional annual compensation in lieu of insurance coverage, as further described in Article X of the Agreement.

83. Work Week shall refer to the regular work week for employees, consisting of forty (40) hours per week over the course of five (5) consecutive days, with two (2) consecutive days off, and as further described in Article IV of the Agreement.
84. Workers' Compensation refers to the system by which, under certain conditions, an employee who becomes injured or ill in the performance of his or her work duties is made eligible for remuneration for such injury or illness, as provided by Connecticut law and by the terms and conditions of the collective bargaining agreement.
85. Working Shifts refers to the basic daily shifts established for the Patrol Bureau, the Detective Bureau, and the Support Services Bureau, as described in Article IV, Section 4.0, subject to the establishment of additional shifts according to the needs of the Police Division.



ARTICLE XXXII


DURATION

32.0 This Agreement contains the full and complete agreement between the Town and Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or is not covered by this Agreement. This Agreement shall be binding upon the Town, the Union and the employees upon the date of signing and shall continue its full force and effect until midnight of the thirtieth day of June 2023. This Agreement shall, after June 30, 2023, remain in effect during negotiations until agreement is reached to amend or modify this Agreement. If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified mail or registered mail not more than one hundred twenty days prior to the expiration of this Agreement. Such negotiations shall commence at least one hundred twenty days prior to June 30, 2023.


Dated this 10th day of June, 2020.

*The parties acknowledge and agree that substantial reformatting and renumbering has occurred in the preparation of this successor collective agreement. The parties further agree that no party shall have waived their right to contest any unintended additional changes to the terms of this successor collective bargaining agreement which may result from this significant reformatting and renumbering.*

For the Town

  
\_\_\_\_\_  
Gary A. Evans  
Town Manager

For the Union

  
\_\_\_\_\_  
Luis A. Gonzalez II  
President, Local 391, I.B.P.O

  
\_\_\_\_\_  
Stephanie R. Askeland  
Human Resources Manager



## APPENDIX A

New hired officers, except Certified Police Officers, shall be paid at a rate of \$6,000 BELOW the starting rate of the salary range designated in APPENDIX A, for the first six (6) months of their employment, such employee's wages shall be raised to the six (6) month range of wages and AGAIN shall be paid at a rate of \$6,000 BELOW the six month salary range, so designated in APPENDIX A. At the completion of the probationary period, the employee shall be raised to the one (1) year rate of salary designated in APPENDIX A, WITHOUT any such aforementioned reduction and growth increments shall be granted thereafter at intervals in accordance with those provided in APPENDIX A.

The above shall be for the period of the AGREEMENT'S DURATION only, and is specifically, exempted from Article XXIX- DURATION.

Effective	GWI for Patrol	GWI for Sgt and Lt.
Retro to 7/1/2019	2.75% + Steps	2.75% + Steps
7/1/2020	2.75% + Steps	2.50% + Steps
7/1/2021	2.50% + Steps	2.25% + Steps
7/1/2022	2.40% + Steps	2.25% + Steps

## APPENDIX A WAGES (PAY RATES)

**ANIMAL CONTROL OFFICER - part time position only increased based on what is budgeted for part timers**

### POLICE OFFICER (Grade 2)

STEP:		HIRE Step 1*	6 Months Step 2*	1 Year** Step 3	2 Years Step 4	3 Years Step 5	4 Years Step 6
7/1/2019	2.75%	\$ 77,990.95	\$ 80,060.98	\$ 82,233.93	\$ 84,391.65	\$ 86,769.17	\$ 89,132.56
	hourly	\$ 37.4956	\$ 38.4909	\$ 39.5355	\$ 40.5729	\$ 41.7159	\$ 42.8522
7/1/2020	2.75%	\$ 80,135.70	\$ 82,262.66	\$ 84,495.36	\$ 86,712.42	\$ 89,155.32	\$ 91,583.71
	hourly	\$ 38.5268	\$ 39.5494	\$ 40.6228	\$ 41.6887	\$ 42.8631	\$ 44.0306
7/1/2021	2.50%	\$ 82,139.09	\$ 84,319.22	\$ 86,607.74	\$ 88,880.23	\$ 91,384.20	\$ 93,873.30
	hourly	\$ 39.4899	\$ 40.5381	\$ 41.6383	\$ 42.7309	\$ 43.9347	\$ 45.1314
7/1/2022	2.40%	\$ 84,110.43	\$ 86,342.89	\$ 88,686.33	\$ 91,013.36	\$ 93,577.42	\$ 96,126.26
	hourly	\$ 40.4377	\$ 41.5110	\$ 42.6377	\$ 43.7564	\$ 44.9891	\$ 46.2145

\*Annual rate is \$6000 less than these designated rates for Entry Level Officers

\*\*One year from graduation date from Academy or in the case of a certified officer one year from date of hire

### SERGEANT (Grade 3) - PROMOTED TO SERGEANT PRIOR TO 07-01-2019

STEP:		HIRE Step 1	6 Months Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
7/1/2019	2.75%	\$ 95,409.51	\$ 97,875.81	\$ 100,639.41	\$ 103,404.15	\$ 109,039.21
	hourly	\$ 45.8700	\$ 47.0557	\$ 48.3843	\$ 49.7135	\$ 52.4227
7/1/2020	2.50%	\$ 97,794.75	\$ 100,322.71	\$ 103,155.40	\$ 105,989.25	\$ 111,765.19
	hourly	\$ 47.0167	\$ 48.2321	\$ 49.5939	\$ 50.9564	\$ 53.7333
7/1/2021	2.25%	\$ 99,995.13	\$ 102,579.97	\$ 105,476.40	\$ 108,374.01	\$ 114,279.91
	hourly	\$ 48.0746	\$ 49.3173	\$ 50.7098	\$ 52.1029	\$ 54.9423
7/1/2022	2.25%	\$ 102,245.02	\$ 104,888.02	\$ 107,849.62	\$ 110,812.43	\$ 116,851.21
	hourly	\$ 49.1563	\$ 50.4269	\$ 51.8508	\$ 53.2752	\$ 56.1785

### SERGEANT (Grade 3A) PROMOTED TO SERGEANT AFTER 07-01-2019

STEP:		HIRE Step 1	6 Months Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5	4 Years Step 6
7/1/2019	2.75%	\$ 95,409.51	\$ 97,875.81	\$ 100,639.41	\$ 103,404.15	\$ 106,227.08	\$ 109,127.08
	hourly	\$ 45.8700	\$ 47.0557	\$ 48.3843	\$ 49.7135	\$ 51.0707	\$ 52.4649
7/1/2020	2.50%	\$ 97,794.75	\$ 100,322.71	\$ 103,155.40	\$ 105,989.25	\$ 108,882.76	\$ 111,855.26
	hourly	\$ 47.0167	\$ 48.2321	\$ 49.5939	\$ 50.9564	\$ 52.3475	\$ 53.7766
7/1/2021	2.25%	\$ 99,995.13	\$ 102,579.97	\$ 105,476.40	\$ 108,374.01	\$ 111,332.62	\$ 114,372.00
	hourly	\$ 48.0746	\$ 49.3173	\$ 50.7098	\$ 52.1029	\$ 53.5253	\$ 54.9865
7/1/2022	2.25%	\$ 102,245.02	\$ 104,888.02	\$ 107,849.62	\$ 110,812.43	\$ 113,837.61	\$ 116,945.37
	hourly	\$ 49.1563	\$ 50.4269	\$ 51.8508	\$ 53.2752	\$ 54.7296	\$ 56.2237

### LIEUTENANT (Grade 4)

STEP:		HIRE Step 1	1 Year Step 2
7/1/2019	2.75%	\$ 113,645.91	\$ 116,853.77
	hourly	\$ 54.6375	\$ 56.1797
7/1/2020	2.50%	\$ 116,487.06	\$ 119,775.11
	hourly	\$ 56.0034	\$ 57.5842
7/1/2021	2.25%	\$ 119,108.02	\$ 122,470.05
	hourly	\$ 57.2635	\$ 58.8798
7/21/2022	2.25%	\$ 121,787.95	\$ 125,225.63
	hourly	\$ 58.5519	\$ 60.2046



APPENDIX B  
LIMITED DUTY PACKAGE



**DOCTOR'S FORM**

**WORK FITNESS EVALUATION FOR POLICE OFFICERS**

The **Town of Wethersfield, Division of Police**, requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his illness or injury on \_\_\_\_\_

A description of a significant requirement implicit in the employee's job description is attached for your review in order to determine if:

- A. The employee can return to work with no restrictions to the performance of his duties.
- B. The employee can return to work with limited restrictions to the performance of his duties.
- C. The employee can return to work and perform tasks checked on the form entitled "Limited Duty" tasks.
- D. The employee may not return to work until released from doctor's care.

If there are any questions at all, please call the employee's department at:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Telephone Number

**Doctor's Certificate for Work Authorization**

Employee's Name: \_\_\_\_\_

Employee's Occupation/Job Title: \_\_\_\_\_

Physician's Name: \_\_\_\_\_

Date of Exam/Treatment: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, \_\_\_\_\_ AM  
PM

Date of Accident: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year Hour  
Month Day Year

Nature of Injury/Diagnosis: \_\_\_\_\_

Treatment Administered: \_\_\_\_\_

Medication Prescribed: \_\_\_\_\_

How Long Have You Been Treating Employee? \_\_\_\_\_

Could Any Prior Injuries in Your Records Have Contributed to This  
Problem: Yes ( ) No ( )

Restrictions on Employee's Activity: \_\_\_\_\_

Date Disability Begins: ( ) No Disability or Time Lost  
( ) Disability Begins: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Can employee perform duties of a less strenuous nature than normally assigned in his/her line of work?  
Yes ( ) No ( )

After reviewing job description and "Limited Duty" tasks, employee can:

- A. Return to normal duties with no restrictions Yes ( ) No ( )
- B. Can return to duties of job with restrictions noted Yes ( ) No ( )
- C. Can return to work and perform tasks checked on the form entitled "Limited Duty" tasks Yes ( )  
No ( )
- D. Cannot return to work performing any task until released from Doctor's care Yes ( )  
No ( )

Date employee can return to work: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ or Unknown at  
this time  
Month Day Year

Follow-up visit scheduled: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, \_\_\_\_\_ AM  
PM  
Month Day Year Hour

Note: The employee will be receiving Worker's Compensation Payments. The Town requests that follow-up visits be scheduled so as to run concurrent with the expected healing progress of the employee's injury in order to return to his normal duties, if possible, in the timeliest method possible.

I, \_\_\_\_\_, (employee's name) hereby authorize the release of the above information and any medical records and information related to the above request to the Town of Wethersfield, Division of Police, and its authorized representatives.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Examining Physician

\_\_\_\_\_  
Date





## THE IMPLICATIONS OF FULL UNRESTRICTED POLICE DUTY

Implicit within the many diverse duties described in a job description for Police Officers is the ability, at any time while on duty, to have a sufficient unhampered range or motion and strength in limbs and body trunk to be able to physically subdue or restrain combative or hostile persons being taken into custody using varying degrees of force.

This physical activity, requiring varying degrees of exertion, may include running, climbing, restraining by hand, applying handcuff restraints, manual come along holds by hand, and police baton. Additionally, the unhampered use of fingers, hands, wrists, forearms, upper arms and shoulders to be able to use firearms, other police weapons, instruments, equipment and to perform various emergency first aid techniques such as C.P.R. and Heimlich Maneuver.

## LIGHT DUTY ASSIGNMENTS FOR POLICE OFFICERS

- 1) Dispatching (If Qualified)
- 2) Filing
- 3) Microfilming
- 4) Inventory
- 5) Traffic Survey
- 6) Various clerical duties as needed
- 7) Taking minor complaints received at headquarters
- 8) Follow-up investigations which can be conducted from headquarters by phone
- 9) Data Entry (If Qualified}
- 10) Administrative tasks/assignments
- 11) Fingerprinting (If Qualified)
- 12) Maintaining Fingerprint Files (If Qualified)
- 13) Fingerprint Classification (If Qualified)
- 14) Bad check complaints and select complaints requiring telephone follow-up, and inside investigation only.
- 15) Interviewing and statement taking at police headquarters for police division investigations



- a. Four Patrol Bureau officers per week nor more than two per squad;
  - b. No more than three (3) Sergeants per week;
  - c. No more than two Detective Bureau officers per week, nor more than one per squad; and
  - d. No more than two Support Services Bureau officers per week, nor more than one per squad.
- B. The months of July, August and September (through Labor Day) shall be considered "prime time" for vacation purposes. The rest of the year will be considered non-prime time.
- C. All "prime time" vacations shall be requested, scheduled, and taken in multiples of full weeks beginning on Saturday and shall be arranged in accordance with the needs of the Division of Police.
- D. Requests for vacation time shall be submitted by March 1st of each year in order for an officer to exercise seniority rights for that period. Such requests may be accompanied with an exchange of workdays and/or work periods in order to better facilitate the officer's vacation request, as to days off, shift, or squad etc., further, earned days may also be submitted in conjunction with the above request(s), in either or both instances it shall be the co-signer(s) and/or officer filling such vacancies responsibility to fulfill the requirements of the agreed to arrangements with the requester of the vacation time.

If a vacation request involves an exchange and/or an advance earned day request, the entire package must be submitted by the deadline date. This means that an exchange request and/or an advance earned day request must be signed off by the parties involved and submitted with the vacation request.

Once approved, the package cannot be changed or modified. Officers shall be notified of approved or rejected requests by March 15th of that year.

- E. During non-prime time months, vacation time may be submitted with at least one (1) week advance notice and may be taken without the necessity of starting on Saturday. Non-Prime time vacation requests may also be taken in blocks of five days or more. Such requests may also be accompanied with requests for work day and/or work period exchanges and/or earned day requests, for all the same reasons as stated above in section D with the same responsibility attached to any co-signer or officer filling such vacancies, with approval by the Chief of Police.
- F. Officers who desire to make vacation requests to be able to accommodate themselves and to enable themselves to make long-term commitment for a special vacation (this shall not generally encompass "prime time" and shall not be used to obviate the