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AGREEMENT

BY AND BETWEEN

THE TOWN OF CROMWELL

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

NAGE, LOCAL RI-121

[CIVILIAN POLICE DEPARTMENT PERSONNEL]

EFFECTIVE JULY 1, 2017 - JUNE 30, 2020

## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - EMPLOYEE RIGHTS AND REPRESENTATION	1
ARTICLE 3 - UNION SECURITY	2
ARTICLE 4 - UNION DUES/AGENCY FEES	2
ARTICLE 5 - MANAGEMENT RIGHTS	2
ARTICLE 6 - SENIORITY-LAYOFF-RECALL	4
ARTICLE 7 - GRIEVANCE PROCEDURE	7
ARTICLE 8 - DISCIPLINE	9
ARTICLE 9 - WAGES	11
ARTICLE 10 - HOURS OF WORK AND OVERTIME	12
ARTICLE 11 - VACATIONS	16
ARTICLE 12 - HOLIDAYS	18
ARTICLE 13 - INSURANCE & PENSION	19
ARTICLE 14 - WORKER'S COMPENSATION	27
ARTICLE 15 - SICK LEAVE	27
ARTICLE 16 - LEAVE PROVISIONS	29
ARTICLE 17 - BULLETIN BOARD	31
ARTICLE 18 - ACCESS TO PREMISES	32
ARTICLE 19 - GENERAL PROVISIONS	32
ARTICLE 20 - RULES AND REGULATIONS	38
ARTICLE 21 - DURATION OF AGREEMENT	39
APPENDIX A - Salary Schedules	40
APPENDIX B - High Deductible Health Plan Summary Plan Description	41
APPENDIX C - Pension Plan -Summary Plan Description	44

**PREAMBLE**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the Town of Cromwell (hereinafter referred to as “the Town”) and the National Association of Government Employees (hereinafter referred to as “the Union”) has as its purpose the promotion of harmonious relations between the Town and the Union and establishment of an equitable and peaceful procedure for the negotiations of wages, hours, and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all civilian employees of the Police Department including Police Secretaries/Clerks, Police Dispatchers, Records Personnel, and the Municipal Animal Control Officer, excluding the Assistant Municipal Animal Control Officer and all others by M.E.R.A.

**ARTICLE 2**  
**EMPLOYEE RIGHTS AND REPRESENTATION**

Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

**ARTICLE 3**  
**UNION SECURITY**

It shall be a condition of employment that all new employees covered by said Agreement and hired on or after the effective date of said contract, shall on or before the thirtieth (30th) calendar day following such employment, or the thirtieth (30th) calendar day following said effective date, whichever occurs later, either become and remain members of the Union in good standing, or pay to the Union an agency fee equivalent to the cost of representation.

**ARTICLE 4**  
**UNION DUES/AGENCY FEES**

The Town agrees to deduct Union membership dues or agency fees once each pay period from the pay of those employees who individually and in writing authorize such deductions. The Town will remit to the Union once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted, a copy of said deduction will be submitted to the Treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of Cromwell, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town Ordinance, Personnel Rules, Regulation or other type of lawful provision over

matters involving the Town of Cromwell, shall remain the sole and absolute right, responsibility and prerogative of the Town, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of town activities, concerns and affairs and from time to time, to change or abolish such policies, practices or procedures;
- (b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- (c) To select and determine the number and types of employees required to perform the operations of the Town;
- (d) To employ, assign, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the public;
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- (f) To insure the incidental duties connected with job responsibilities, whether enumerated in job descriptions or not, shall be performed by employees;
- (g) To create and revise job descriptions as deemed necessary, with input from the employee and/or Union prior to the implementation thereof;
- (h) To determine if, when and how vacancies will be filled;
- (i) To determine the care, maintenance and operation of buildings, lands and other property used for Town purposes;

- (j) To prepare budgets and in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the Town.
- (k) To determine the placement on the salary schedule for newly hired employees.

**Section 2.** The above rights, responsibilities and prerogatives are inherent in the Town and are not subject to review of determination in any grievance or arbitration procedures.

## **ARTICLE 6**

### **SENIORITY-LAYOFF-RECALL**

**Section 1.** Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, Family and Medical Leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not accrue during unpaid leave, Family and Medical Leave or absence or layoff, but such rights will not be lost by the employee because of such leave.

**Section 2.** Qualification and competence to perform the particular position shall be the primary factors in determining transfers and promotions of employees. All other factors being equal, seniority will be used to determine transfers, or promotions, if any, of employees.

**Section 3.** A seniority list shall be furnished to the Union annually on or about October 1st of each year, and unless mistakes are brought to the attention of the Chief of Police within sixty (60) days, the list shall be considered conclusive.

**Section 4.** New employees shall be considered probationary during their first twelve (12) months of employment. An extension of an additional three (3) months may be granted by the Chief of Police if the employee is notified within five (5) working days and given a conference with the Chief of Police, prior to the end of the first twelve (12) month period. During such

probationary period the employee shall not attain seniority rights under this Agreement and such probationary employee, will be subject to discharge by the Town, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

**Section 5.** When new jobs are created within the unit the Town shall post the job title for one (1) week and notify the Union Steward of such posting. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior most qualified employee shall be given first consideration for the job. If the senior most qualified employee is not promoted, consideration shall then be given to the next senior qualified employee in the unit who has applied for the position. The Town retains the right to fill positions from outside the Unit and the System if no qualified employee from within applies.

**Section 6.** For the purpose of lay off and recall there shall be three (3) seniority groups. One seniority group will be comprised of Secretary and Clerical workers, another seniority group will be comprised of dispatchers, and the third seniority group shall be comprised of the Municipal Animal Control Officer.

**Section 7.** In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title affected shall be laid off first. The Town shall notify the Union President as soon as practical, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Town shall notify the least senior employee with the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

**Section 8.** The order of layoff for employees covered by this Agreement shall be within the job title based on seniority and qualification. An employee who receives such layoff notice may

elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee is qualified and has more seniority than the most senior employee in the lower job title. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff.

**Section 9.** Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- (a) The affected employee shall notify the Chief of Police in writing at the time of layoff that he/she requests placement on a recall list.
- (b) Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed in the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- (c) For a period of twenty-four (24) months the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position should become vacant or be reinstated to a position in a lower job if qualified.
- (d) No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer shall forfeit recall rights. Failure to respond in writing to a notice of an opening shall be deemed a refusal to accept re-employment.

**Section 10.** Employees whose names are on the recall list will be notified of opportunities for temporary, part-time or seasonal employment. No new employees shall be hired for temporary,

part-time or seasonal position until all employees on the recall list have had an opportunity to decline such employment. Such employment shall not constitute recall, and refusal of such employment will not affect recall rights.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**Section 1.**    **Purpose.**        The purpose of the Grievance Procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employee morale without impairing police department efficiency.

**Section 2.**    **Definitions.**

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

- (a)    Discharge, suspension, or other disciplinary action.
- (b)    Interpretation and application of rules and regulations implementing policies of the police department.
- (c)    Matters relating to interpretation and application of the Articles and Sections of this Agreement.
- (d)    "Days" shall mean calendar days.

**STEP ONE.**        Any employee with a grievance and/or his Union Representative shall submit said grievance in writing to the Chief of Police or his designee within fifteen (15) days of the date of the alleged grievance occurred or when the grievant knew or should have known of the occurrence and the Chief of Police or his designee shall submit his decision in writing to the aggrieved employee within ten (10) days of the receipt of the grievance.

**STEP TWO.** If the employee or the Union are not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing within ten (10) days after receiving such decision, to the Town Manager or his designee, who shall render a decision within five (5) days after receipt.

**STEP THREE.** If the employee or the Union are not satisfied with the decision rendered by the Town Manager, the employee or the Union shall submit the grievance in writing within ten (10) days after receiving such decision, to the Town Council. The Town Council shall render a decision at its next regularly scheduled meeting or at a special meeting (in either case which shall not be longer than thirty-five (35) calendar days after the Town Council's receipt of the grievance) and within ten (10) calendar days after hearing the grievance shall submit its decision in writing to the employee and the Union.

**STEP FOUR.** If the Union is not satisfied with the decision rendered by the Town Council, it may, within twenty (20) days after receipt of that decision, submit the grievance to the Connecticut Board of Mediation & Arbitration or, upon mutual agreement of the parties, submit the matter to the American Arbitration Association pursuant to its rules and procedures. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall have no power to add or subtract from or modify in any way the terms of this Agreement. The costs of arbitration shall be borne equally by both parties.

**Section 4. Mediation.** The Mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

**Section 5. Recording of Minutes or Testimony.** Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure and the cost for any such public stenographer shall be borne completely by the requesting party.

**Section 6.** **Meetings.** If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps one, two, three and four.

**Section 7.** Employees and the Union shall have the right and choice of representative whenever desired by either individual employees or the Union. The Town shall have the right and choice of representative whenever desired at its own expense.

**Section 8.** The time limits described in the previous sections are to be considered the maximum time limits for the processing of a grievance. If a grievance is not submitted within the prescribed time limits described herein, it shall be deemed settled. Each party recognizes its responsibility to expedite a grievance as soon as possible. It is recognized however, that occasions arise when it is in the parties interest to extend the time limits for appeal or response. Therefore grievance time limits may be extended upon mutual consent of the parties.

## **ARTICLE 8** **DISCIPLINE**

**Section 1.** All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied. All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge. Depending on the offense, disciplinary action may include but not be limited to verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

All disciplinary action may be appealed through the established grievance procedure.

**Section 2.** Each employee shall have the right to see and review their personnel file upon request by appointment with the business office. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing to all items in their personnel file. Such responses shall be made a part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.

**Section 3.** Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

**Section 4.** Verbal reprimands/warnings shall not be considered after one (1) year following the disciplinary action unless a pattern of repeated conduct is suspected. Written reprimands/warnings shall not be considered after two (2) years following the disciplinary action unless a pattern of repeated conduct is suspected.

**Section 5.** Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages.

**ARTICLE 9**  
**WAGES**

**Section 1.** Salary Groups shall be as follows:

Group I - Secretaries

Group II - Dispatchers

Group III-- Clerical

Group IV - Municipal Animal Control Officer

**Section 2.** All members of the various classifications listed in the salary schedule of Appendix A shall be paid at a rate in accordance with the amount of service they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid that next highest rate of pay, not less than one full step, over that which he/she was receiving at the lower classification. Each employee shall advance one (1) step on the eight (8) step salary schedule contained in Appendix A on the anniversary date of his/her initial employment with the Town.

**Section 3.** The salaries shall be reflected in Appendix A as attached hereto.

**Section 4.**

- (a) Dispatchers working second shift shall receive a three (3) percent per hour premium in addition to their regular rate of pay.
- (b) Dispatchers working third shift shall receive a five (5) percent per hour premium in addition to their regular rate of pay.

**Section 5.** Effective July 1, 2017, all employees shall be paid by direct deposit. In addition, the Town shall have the right to institute a bi-weekly payroll system.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME**

**Section 1.**

- (a) The regular work schedule for dispatcher employees shall consist of four (4) consecutive eight and one-half (8½) hour days followed by two (2) consecutive days off, forty (40) hours per week average over six (6) weeks. Dispatchers shall receive one-half (1/2) hour paid lunch as per current practice. The regularly scheduled consecutive days off shall regress one (1) day per week.

The shift and hours shall be as follows:

1st Shift (A) (Day)	7:45 AM - 4:15 PM
1st Shift (B) (Day)	7:45 AM - 4:15 PM
2nd Shift (Evening)	3:45 PM - 12:15 AM
3rd Shift (Midnight)	11:45 PM - 8:15 AM
Swing Shift	(2) 3rd Shifts (Midnight) (2) 2nd Shifts (Evenings)

- (b) Shifts shall be bid in the following manner: on a date agreed upon by the dispatchers and management, dispatchers shall select shifts for the following twelve (12) week period. Dispatchers shall submit their selection for the next twelve (12) week bid period by 08:00 hours on Monday of the sixth (6<sup>th</sup>) week of each period. This will continue as each new bid period begins. Shift assignments shall be for a twelve (12) week period. Dispatchers will be allowed to pick the same shift for two (2) consecutive bid periods only. Dispatchers must then pick a different shift for one (1) period, and afterwards may return and select whatever

shift they desire for the next two (2) bid periods. For the purpose of this section the two (2) day shifts (Shifts A and B) shall be considered one shift.

- (c) Shifts shall be assigned based on a dispatcher's seniority.
- (d) Dispatchers who fail to record their bid selection within the time frame specified shall be assigned to a shift at the discretion of the Chief or his designee.
- (e) In accommodating the bid shift selection process, it may become necessary to change a dispatcher's regularly scheduled days off. This change shall be accomplished without additional cost to the Town.
- (f) All dispatchers shall receive time and one-half (1 1/2) their regular hourly rate for all work performed in excess of eight and one-half (8 1/2) hours in any day or for all hours worked on a sixth (6th) or seventh (7th) regular shift in one work week beyond the regular 4/2 schedule.

## **Section 2.**

- (a) All secretarial and clerical employees shall work Monday through Friday, 8:30 AM to 4:00 PM and shall receive a one-half hour unpaid lunch period.
- (b) The Municipal Animal Control Officer shall work Monday through Friday, 8:00 AM to 4:30 PM and shall receive a one-half (1/2) hour unpaid lunch period. With two (2) weeks notice, the Municipal Animal Control Officer's work schedule may be changed at the discretion of the Chief of Police to Tuesday through Saturday, 8:00 AM to 4:30 PM, which includes a one-half (1/2) hour unpaid lunch break.
- (c) All secretarial and clerical employees and the Municipal Animal Control Officer shall receive time and one-half (1 1/2) their regular hourly rate for all work performed in excess of forty (40) hours in any week.

- (d) If a secretarial or clerical employee or the Municipal Animal Control Officer is called in to work overtime on Saturday or Sunday, when a Saturday is not part of the Municipal Animal Control Officer's regular schedule as described in paragraph (b) above, he/she shall be paid at one and one-half (1 ½) his/her regular hourly rate. All overtime must be approved in advance.

**Section 3.** Overtime work shall be divided equally among full-time employees by rotation on a seniority basis within the classification requiring the overtime.

**Section 4.** When an employee is called in to work outside regularly scheduled working hours, he/she shall be paid from the time he/she reports to work. There shall be three (3) hour minimum pay in all call-in situations.

**Section 5.**

- (a) Except as described in the remainder of Section 5 part-time and probationary bargaining unit employees will not be called in to work overtime unless there are no full-time employees available from that division. This section shall not apply to the Assistant Municipal Animal Control Officer.
- (b) The Chief of Police shall have the option to assign all overtime to part-time dispatchers.
- (c) All overtime not assigned to part-time dispatchers shall be assigned equally to full-time dispatchers by rotation. If full-time dispatchers on a volunteer basis do not accept overtime, full-time dispatchers shall then be ordered in as per current practice.
- (d) There shall be no more than three (3) part-time dispatchers.

**Section 6.** Any employee who does not avail himself/herself of the opportunity to work overtime will be charged on the overtime chart as though he/she had worked.

**Section 7.** The Union shall be given a list upon request of all overtime hours and hourly rate paid to employees.

**Section 8.** Double time shall be paid when an employee is called in or ordered to work on Thanksgiving, Christmas and New Year's Day.

**Section 9.** In the event that more than five (5) officers are on-duty due to a major crime or emergency situation, a second dispatcher may be scheduled or called in and shall be paid time and one-half (1-1/2) for the hours worked. If not in succession with a scheduled shift, the provisions in Section 4 shall take effect. The Chief or his designee shall determine when the second dispatcher is no longer needed. Any overtime under this Section 9 shall be given to all full time members of the Bargaining Unit before other sources are asked to work.

**Section 10.** When a dispatcher or the Animal Control Officer attends scheduled training or station meetings that are not immediately before or after their normal scheduled working hours, they shall be paid time and one-half for a minimum of two (2) hours for all time spent in such training. Administrative personnel shall receive straight-time pay up to forty (40) hours and shall be paid time and one-half at a minimum of two (2) hours for all time spent in such training/station meetings beyond forty (40) hours in a week.

**Section 11.** Dispatchers shifts can be changed at the discretion of the Chief of Police, with two (2) weeks prior notice, seven (7) days' notice for probationary employees, for the purposes of filling open shifts due to extended absences of six (6) weeks or more, or to fill a void while hiring a new full-time dispatcher.

**Section 12.** The exchange or “swaps” of shifts are permitted for dispatchers only, and shall not be considered in the computation of overtime. The exchange or “swaps” of shifts between two (2) dispatchers shall be permitted subject to compliance with all Federal laws, with permission of the Chief of Police or his designee. “Swaps” shall not under any circumstances result in additional costs to the Town.

**Section 13.** An employee who works on Saturday, Sunday or a holiday specified in Article 12 of this Agreement in an extra-duty assignment on time over and above their regular scheduled work day or work week, where payment for such assignment is reimbursed to the Town by a third party that is not a public school, municipal or public agency as defined in the Freedom of Information Act, shall be paid at double time (2xs) the employee’s hourly rate for all hours work in such assignment. Any portion of an hour worked in the extra-duty assignment shall be considered one (1) full hour for pay purposes. An employee who leaves an extra-duty assignment because of illness or other legitimate reason shall be paid for the hours actually served on such assignment and any employee who replaces him shall be paid the remaining hours on the job.

**ARTICLE 11**  
**VACATIONS**

**Section 1.** Each employee in the Bargaining Unit shall be entitled to annual-paid vacation as follows:

After completion of six (6) months	- 5 work days
After completion of one (1) to five (5) years	-10 work days
After completion of five (5) to ten (10) years	-15 work days
After completion of ten (10) years to twenty (20) years	-21 work days

After completion of twenty (20) years

-26 work days

**Section 2.** Seniority shall prevail in the selection of vacations of full-time employees. Employees shall indicate their preference of vacation time no later than the last day of May of each year. Employees not signing this list by the required time shall relinquish their right of seniority in selecting their vacation. Vacation schedules must have the prior approval of the Chief or the Chief's designee.

**Section 3.** Each employee shall be required to take their vacation. Vacation days not taken during this period will be paid for, unless prior approval of the Chief is granted, in which case they may be carried over into the following year. Employees shall be entitled to carry over vacation accumulation for one (1) year only.

**Section 4.** Vacation time shall be taken in increments of no less than one-half (1/2) day.

**Section 5.**

- (a) If an employee dies while employed by the Town, the Town shall pay the employee's estate for all the accumulated, but unused vacation days.
- (b) If an employee leaves employment with the Town for any reason other than termination by the Town, the employee shall receive payment for all accrued but unused paid vacation time and accrued but unused paid Holiday days.

**Section 6.** An employee who becomes ill on vacation leave may charge such illness to sick leave for any illness by filing a medical certificate with the Chief.

**Section 7.** In order to qualify for vacation pay, an employee must work his/her regularly scheduled hours the workday preceding and the workday following the vacation unless the employee suffers from a bona fide illness supported by a physician's certificate, is on a prior

approved leave of absence or an extreme emergency exists which was communicated to the Police Chief.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1.** There shall be thirteen (13) paid holidays a year for employees holding permanent full-time positions.

(a) The following nine (9) shall be standard annual holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day\*
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

\* Employees in the bargaining unit shall receive Presidents' Day only, regardless of whether other Town employees receive Washington's Birthday as a holiday.

(b) The remaining four (4) holidays shall be designated by the Town Manager.

**Section 2.** When a holiday falls on a Sunday the holiday will be observed on the following Monday.

**Section 3.** When a holiday falls on a Saturday the holiday will be observed on the previous Friday.

**Section 4.** Persons on probation for full-time positions shall be granted holidays in the same manner as though they were already full-time employees.

**Section 5.** When any of the aforementioned holidays falls on a dispatcher's scheduled work day, day off or during his vacation, the dispatcher shall have the following selection:

- (a) The right to receive an additional day off or in addition to his regular compensation, an additional day's pay.
- (b) The decision to be paid or to take a day off must be made within the calendar week. The selection of the make-up day must be approved by the officer in charge of scheduling.
- (c) The accrued days leave must be taken within a six (6) month period of the accrued day. Accrued leave may be taken in no less than one-half (½) day increments.

**Section 6. Non-Dispatchers**

- (a) When any of the aforementioned holidays falls on a scheduled workday, the employee shall have that day off.
- (b) Any of the aforementioned holidays falling on an employee's scheduled day off, authorized sick day, during vacation or any other paid leave shall be counted as a holiday and not charged to the particular paid leave being taken at that time.

**ARTICLE 13**  
**INSURANCE & PENSION**

**Section 1.** The Town shall provide and pay for the following coverages, or their equivalent, for all full-time employees and their spouses and/or unmarried dependents up to the age defined by law:

- (a) A plan shall be available until June 30, 2018 including the following co-pay features with additional features as explained more fully and in greater detail in the health benefits summary booklet provided by the health insurance carrier:

1. IN NETWORK

- i. Home and Office Visit - \$10.00
- ii. Emergency Room - \$50.00
- iii. Inpatient Hospital Services - Unlimited days - \$100.00
- iv. Outpatient Hospital Services - \$75
- v. Physical Exam - Infant Care and Eye Examinations - No co-pay
- vi. Prescription Benefits: Commercial Formulary Plan
  - a. Generic \$10.00 co-pay
  - b. Formulary \$20.00 co-pay
  - c. Non-formulary \$30.00 co-pay
  - d. Mail Order A three (3) months supply at two times (2x) the co-pay for the type of prescription selected (a, b, c above)
  - e. Pharmacy One times (1xs) co-pay for a maximum one (1) month supply  
Employees must utilize step therapy protocols for those medications that require step therapy and all other protocols required by the Commercial Formulary Plan.  
\*Unlimited Calendar Year Maximum

2. OUT OF NETWORK

- i. Calendar year deductible - \$200 individual; \$400 two person; \$500 family
- ii. Coinsurance - 20% after deductible for all services  
Annual limits:  
  
\$600 - Individual = \$200 initially then 80% of the next \$2,000  
  
\$1,200 - Two Person = \$400 initially then 80% of the next \$4,000  
  
\$1,500 - Family = \$500 initially then 80% of the next \$5,000
- iii. Lifetime Maximum Out of Network - \$1,000,000.

(b) Employees shall have the option through June 30, 2018 to enroll in a High Deductible Health Plan (“HDHP”) and Health Savings Account (“HSA”), as explained in the Summary of Benefits provided in the attached Appendix, that satisfies the various applicable requirements of the Internal Revenue Code and its interpretative regulations. As of July 1, 2018, the HDHP/HSA Plan shall be the only health insurance plan offered to employees.

The plan shall have the following benefit elements:

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	PPO	
Annual deductible	\$2,000 (single); \$4,000 (two (2) person/family)	
Co-Insurance	0% after deductible	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$2,000/\$4,000
Out of Pocket Maximum	\$2,000/\$4,000	\$4,000/\$8,000
Preventive Medicine	\$0	
Prescription Drugs	0% after deductible through June 30, 2019 (see below)	20% after deductible, up to co-insurance maximum

Effective July 1, 2019, after meeting the deductible, employees will pay an in-network co-pay for a 3-tier prescription drug program of \$0 co-payment for tier-1 generic drugs; \$25 co-payment for tier-2 listed brand-name drugs; and \$40 co-payment for tier-3 non-listed brand-name drugs. There shall be a maximum annual out of pocket maximum of \$1,000 for single coverage and \$2,000 for two person/family coverage. The dispensing maximum at retail is a 30 day supply. The dispensing maximum for the voluntary mail-order program is a 90-day supply at a charge of two (2) times retail.

The prescription plan shall require mandatory generic drug substitution where a generic drug is available. This provision shall not apply where a physician requires use of a brand name drug due to employee’s medical/allergic reasons.

The Town's contributions to the deductible, as described below, shall be deposited into the employee's account on the first regular pay day of the contract year, and shall be as follows:

- Effective July 1, 2017 - the Town shall contribute 50% of the annual deductible
- Effective July 1, 2018 - the Town shall contribute 50% of the annual deductible
- Effective July 1, 2019 - the Town shall contribute 50% of the annual deductible

For employees hired during the year, the Town shall make a prorated contribution toward the annual deductible that shall reflect the proportional number of months remaining on the plan year at the time of employment. The contribution will begin with the first of the month coinciding with/or following the date the employee is hired. The Town will make the contribution with the first paycheck in that month. By way of example, an employee hired February 4<sup>th</sup> will receive 4/12<sup>th</sup> of the Town's annual contribution, and the contribution shall be made with the first paycheck in the month of March.

The Town shall have no obligation to fund any portion of the deductible amount for retired employees or other employees upon their separation from employment with the Town. In the event an employee is not eligible for a Health Savings Account because that employee is Medicare eligible, the Town shall establish a Health Reimbursement Account and shall make a maximum annual reimbursement that equals the amount of the Town's annual contribution to the HSA. The insurance carrier shall provide a third party administrator to administer such medical reimbursements.

If at any time the deductible levels described above do not comply with the Internal Revenue Code and its interpretative regulations, the Town shall have the right to adopt the next higher deductibles that comply with the Internal Revenue Code and its interpretative regulations.

## HEALTH SAVINGS ACCOUNT (HSA):

The Town shall establish for each individual member of the plan a health savings account (HSA) with a financial institution. Into each employee's account the Town will deposit the applicable deductible contribution described above. These payments will be made in full for each contract year on the first regular pay day of the contract year. The basic set up and monthly administrative expense to establish the health savings account shall be paid by the Town.

Employees may contribute the balance of the deductible and up to the statutory maximum on a pre-tax basis.

- (c) A paid-up \$10,000 life insurance policy after retirement. Retirement refers to employees who become eligible for retirement benefits under the Town's pension plan or who are eligible for disability retirement.
- (d) Life insurance equal to the employee's actual salary rounded to the nearest \$1,000 fixed as of July 1.
- (e) Current Anthem Blue Cross Blue Shield Dental Insurance Plan.

### Section 2. Premium Cost Sharing.

- (a) Employees in the Co-Plan Described above and Dental Plan - The High Deductible Plan shall be the base plan for all employees as explained in paragraph (a)(2) below.
  - (1) July 1, 2017 - Any employee choosing to be in this Plan for the 2017-18 contract year shall pay the difference between the Town's cost for the High Deductible Plan and the premium cost of this Plan. The Town's cost shall be determined by taking the premium cost of this Plan and subtracting from that amount (1) the Town's premium for the High

Deductible Plan (net after employee premium contribution) and (2) the Town's deductible contribution as described above. This plan shall not be offered after June 30, 2018.

(2) Dental - The Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan for the life of the Agreement.

(b) Employees in the High Deductible Health Plan and Dental Plan

(1) Effective July 1, 2017 - the Town shall pay 84% of the premium cost and each employee shall pay 16% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.

(2) Effective July 1, 2018 - the Town shall pay 83% of the premium cost and each employee shall pay 17% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.

(3) Effective July 1, 2019 - the Town shall pay 82% of the premium cost and each employee shall pay 18% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.

**Section 3.** Employees may voluntarily elect to waive in writing all health and dental insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of in the following amounts: \$3,000 for individual and two person coverage if the employee waives health and dental insurance and \$2,500 for individual and two person coverage if the employee does not participate in the medical coverage but continues to participate in the dental coverage at the

premium cost sharing percentages described above, payable on September 1 of the year following the decision for the buy-out; \$6,000 for family coverage if the employee waives health and dental insurance and \$5,000 for family coverage, if the employee does not participate in the medical coverage but continues to participate in the dental coverage at the premium cost sharing percentages described above, payable on September 1 of the year following the decision for the buy-out. Such payment will be in a separate check from the employee's weekly wages.

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

**Section 4.** The Town may provide the above described insurance coverage either through the carrier(s) listed herein or through alternate carriers/self-insurance provided that the overall level of benefits remain substantially equivalent, meaning that there is at least a 90% match of in and out of network providers and services based on a review of the last twelve (12) months of claims. If the specifically described coverages in this Article are no longer available, the Town and the Union agree to negotiate the most comparable plan and agreement on moving to an alternate plan shall not be unreasonably withheld.

**Section 5.**     **Pension.**     Eligible employees may continue to participate in the present Town of Cromwell Employee Pension Plan, which shall be incorporated into this contract as an appendix.

**Section 6.**     Employees shall be given booklets explaining the insurance and pension benefits of this Article.

**Section 7.**     The Town shall continue to maintain an Internal Revenue Code Section 125 pre-tax plan for insurance co-pay.

**Section 8.**     Employees who retire after July 1, 1998, are eligible to enroll in the above-described insurance plan at no cost to the Town. Retired employees are eligible to buy into the above-described insurance plan at the same rate available to individuals who currently receive continuing health insurance coverage pursuant to the Town's COBRA plan. Retired employees shall be eligible to participate in the above-described insurance plan until they reach their Medicare eligibility date. At such time, eligibility to participate in the above-described insurance plan shall cease.

**Section 9.**     The Town shall provide the Public Safety Employee Assistance Program with the benefits outlined in the applicable brochure.

**Section 10.**    The Town shall implement and make available a Long Term Disability policy, which shall pay an eligible employee sixty percent (60%) of salary until age sixty-five (65) provided the employee has been absent for an initial period of one hundred eighty (180) days, with the qualifications and requirements as described in greater detail in the appropriate insurance booklet.

**ARTICLE 14**  
**WORKER'S COMPENSATION**

**Section 1.** Any employee who sustains a job related injury or disease and who is eligible for payment under Worker's Compensation shall receive from the employer his/her regular pay while on Worker's Compensation leave, up to a maximum of three (3) months. The employee may then utilize sick leave. The employee shall return to the Town, any payments he/she receives from the Worker's Compensation Insurance Company for the pay given him/her during the three (3) month period.

**Section 2.** The Town shall have the right to implement a Worker's Compensation Plan as described in Connecticut General Statutes § 31-279 *et seq.*

**ARTICLE 15**  
**SICK LEAVE**

**Section 1.** All full-time employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year pro-rated for each month service. At the anniversary date of this Agreement employees shall be entitled to accumulate sick leave fifteen (15) days per year pro-rated for each month of service. Such leave may accumulate to a maximum of one hundred and twenty (120) days. Such leave to be used during illness or non-service connected injury. If an employee is out more than three (3) consecutive working days or if there is reason to suspect abuse after proper warning a doctor's certificate may be required. Additional sick leave with or without pay for full-time employees may be allowed at the discretion of the Chief of Police. Where such a request is made and the Chief of Police fails to approve additional leave, a bargaining unit employee may request in writing, within three (3) days of the denial, a review of such denial by the Town Manager.

**Section 2.**

- (a) Upon retirement, twenty-five (25%) percent of the amount of sick leave accrued will be converted into cash and remitted to the employee. For purposes of this provision, retirement is defined as meeting the requirements to receive a pension under applicable provisions of the Town of Cromwell Employee Pension Plan.
- (b) Upon death, while employed by the Town, one hundred (100%) percent of the amount of sick leave accrued will be converted into cash and remitted to the employee's spouse or estate.
- (c) Employees having accumulated 120 sick leave days shall be paid in cash thirty (30%) percent of that amount of leave earned in excess of 120 days at the end of the calendar year.

**Section 3.**

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

- (a) Illness or injury, except where directly traceable to employment other than the Town of Cromwell.
- (b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off duty time.
- (c) Up to five (5) days per calendar year may be charged to sick leave for illness, injury or emergency involving an immediate family member that is not covered by the FMLA. Immediate family shall mean child, spouse or parent.

**Section 4.**

No less than one-half (½) day may be charged to sick leave.

**Section 5.**

On a case by case basis and at the sole discretion of the Chief of Police or his/her designee, an employee in this bargaining unit with a catastrophic illness may receive donated

sick time from other members of this bargaining unit. The decision of the Chief of Police or his/her designee shall not be grievable.

**ARTICLE 16**  
**LEAVE PROVISIONS**

**Section 1.**     **FMLA Leave.** An employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (“FMLA”), 29 U.S.C. sec. 1601, *et seq.*, shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave said shall be included in (and shall not be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

**Section 2.**     **Personal Leave.**

- (a) Up to three (3) days per year shall be granted to full-time employees for conducting personal affairs or observance of religious holidays, with prior approval of the Chief of Police or his designee. Except in cases of emergency, a minimum of twenty-four (24) hours notice must be given.
- (b) No less than one-half (½) day shall be charged to Personal Leave.

- (c) Personal Leave days will not be granted to probationary or persons other than full-time employees. Upon reaching a full-time status, the probationary employee will be entitled to a pro-rated portion of three (3) days in relation to the calendar year including that period of time while on probation.
- (d) These days are given without loss of pay but cannot be accumulated beyond the calendar year.
- (e) The approval of the Chief of Police or his/her designee shall take into consideration the efficient operation of the department.
- (f) Employees who as of January 1, 2018 have worked for the Town for more than ten (10) but less than fifteen (15) continuous years shall be provided a total of four (4) personal leave days which can be used as of January 1<sup>st</sup> each year. Employees who as of January 1, 2018 have worked for the Town for more than fifteen (15) continuous years shall be provided a total of five (5) personal leave days which can be used as of January 1<sup>st</sup> each year. Personal leave days cannot be accumulated beyond the calendar year.
- (g) Unused paid personal leave shall be paid to any employee who retires from Town service at age 62 or beyond, with at least ten (10) years of service to the Town, and who files the necessary paperwork to begin collecting their Town pension immediately upon retiring.

**Section 3. Bereavement Leave.** Each employee shall be granted leave with pay in the event of death of his/her family as follows: a maximum of five (5) days for the death of a mother, father, step-mother, step-father, spouse, child or step child; a maximum of three (3) days for the death of a brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law,

father-in-law and any member of the employee's household regardless of relation. These days shall be used immediately following the date of death, but in the discretion of the Chief may be granted at different times.

**Section 4. Jury Leave.** Any full-time employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve and evidence of attendance.

**Section 5. Union Leave.**

- (a) One (1) member of the Union Grievance Committee and the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the Grievance Procedure through Arbitration.
- (b) One (1) employee designated by the Union President shall be given three (3) days annual leave from duty with full pay to attend Union Business.
- (c) The Union shall have the right to have two (2) members of its negotiation Committee present for all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.

**ARTICLE 17**  
**BULLETIN BOARD**

**Section 1.** The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

/

- (a) Notices of Union Meetings.
- (b) Notices of the Union Elections and the results where they pertain to employees.
- (c) Notices of Union recreational and social events.

**Section 2.** A copy of said notice will be furnished to the Chief after posting upon his request.

**ARTICLE 18**  
**ACCESS TO PREMISES**

The Union's business representative may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or interrupt the performance of any employees.

**ARTICLE 19**  
**GENERAL PROVISIONS**

**Section 1.** The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

**Section 2.** The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

**Section 3.** If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

**Section 4.** There shall be no alteration, variation, or amendment of the terms of this Agreement, unless made and agreed to in writing by both parties.

**Section 5.** If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

**Section 6.** When an employee is required to use his/her own motor vehicle to perform Town Business, or attend conferences at the direction of the Chief he/she shall be reimbursed on the basis of current IRS standard travel rates for per mile traveled.

**Section 7.** Any employee who is required by the Town to attend any training or conferences, shall be reimbursed reasonable expenses associated with said training or conferences.

**Section 8. Safety & Health.**

- (a) The Town shall maintain safe and healthy work sites.
- (b) Whenever an unsafe or unhealthy condition(s) exists, the employer shall correct such condition(s) immediately once an employee has informed the employer of such unsafe or unhealthy condition(s).
- (c) No employee shall be required to work on, with, or about an unsafe piece of equipment or under unsafe or unhealthy conditions.
- (d) The Town shall not require uniforms, except for the Municipal Animal Control Officer as described in Section 13 of this Article.
- (e) The Town shall grant to employees required by OSHA to wear safety shoes, an allowance not to exceed \$50.00 for said shoes. The Town's voucher system shall be used for such purpose.
- (f) Mandatory Rabies Preventative Vaccines - Municipal Animal Control Officer. At the direction of the Chief of Police, the Municipal Animal Control Officer within the first year of employment shall receive a series of three (3) rabies pre-exposure vaccines within a reasonable period of time after his or her date of hire. The employee may ask for a waiver from the Chief of Police, stating medical reasons for an exemption to the vaccination program.

Every one (1) or two (2) years, a serum sample test for the rabies antibody (Titer test) will be given under the direction of the Chief of Police. Should the employee's antibody level fall below the recommended level, a single booster shot will be administered.

- (g) In the event the Town offers inoculations for certain diseases to essential emergency personnel, essential civilian police personnel within the bargaining unit shall be offered the same opportunity and such employees can choose to voluntarily receive such inoculations. It is understood that if state regulations, directives or other instructions limit such inoculations to first responders, or otherwise would prevent the Town from offering such inoculations to bargaining unit members, the Town shall not be required to do so.

**Section 9. Professional Appearance.** Given the interaction with the general public on regular basis, all employees are expected to have a neat and professional appearance while on duty which includes, but is not limited to being clean shaven, wearing appropriate and professional attire, non-excessive jewelry and hair dyes and styles which are generally acceptable in a professional business/government office environment. Beards, goatees and moustaches are acceptable if neatly trimmed and approved by the Chief of Police. Acceptable attire is defined as follows:

- (a) Administrative and Records Personnel: Dress slacks, khakis or skirts and appropriate shirts. T-shirts, tank-tops or similar collarless shirts and denim pants are unacceptable. This provision shall not apply to any employee in the bargaining unit whose physical limitation or medical condition(s) make it unreasonable to comply with this provision.

- (b) Dispatchers: Dress slacks, khakis or skirts and appropriate shirts. T-shirts, tank-tops and other similar-collarless shirts are unacceptable. Blue or black denim pants are acceptable. This provision shall not apply to any employee in the bargaining unit whose physical limitation or medical condition(s) make it unreasonable to comply with this provision.

**Section 10. Job Classification and Re-Evaluation.** The qualifications, duties and responsibilities of each job classification shall be clearly defined and approved by the Town Council. It is agreed that changes in job classification will not be made without allowing input from the Union. Any disagreement may be processed as a grievance starting at the Selectman level through Arbitration.

**Section 11.** The Town shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death of any person or damage to or destruction of property within or without the department, provided such employee at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Town.

**Section 12.** No Town Official or Agent shall be personally liable for non-intentional violation of any provision of this Agreement.

**Section 13. Uniforms and Equipment - Municipal Animal Control Officer**

- (a) The Municipal Animal Control Officer for the first year of employment shall be furnished equipment and new uniforms within a reasonable time after his or her date of hire, consisting of the following:

4 pair of winter trousers	1 set collar brass
4 pair of summer trousers	1 pair winter gloves
1 winter jacket	1 tie clasp
4 long sleeve shirts	2 neckties
4 short sleeve shirts	2 name plates
1 breast badge	1 lightweight jacket
1 rain coat	1 pair waterproof boots
1 pair black boots	1 sweater
1 jumpsuit	service stripes & all department patches
	1 uniform belt

Any uniform or issued equipment damaged by the Municipal Animal Control Officer's careless or willful acts shall be paid for by the Municipal Animal Control Officer.

- (b) Any change of style, type or color of uniform or attire or any change of equipment or accoutrements to be worn by the Municipal Animal Control Officer shall be paid by the Town (if required by the Town).
- (c) Uniforms and equipment damaged in the line of duty will be replaced by the Town at no charge to the employee. Personal property used and damaged in the line of duty will be replaced by the Town on the same basis, subject to review by the Chief of Police whose decision may be appealed through the grievance procedure.
- (d) The uniforms will be re-issued using the quartermaster system of replacement, whereas any used or worn articles will be brought to the attention of the Chief of Police and replaced at his discretion.

- (e) The Municipal Animal Control Officer shall be paid by check a quarterly cleaning allowance, payable on or before the 15th of July, October, January and April of each year in the amount of one hundred twenty-five (\$125.00) dollars each quarter.

**Section 14.** This Agreement contains the full and complete Agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the terms hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. Any previously adopted policy, rule or practice whether in writing or understood to exist between the parties, which conflicts with any provision of this Agreement is hereby deemed null and void.

This Agreement supersedes, supplants and replaces any and all prior agreements, policies, rules, practices or understandings between the parties.

**Section 15. Outside Employment.**

Outside employment may be permitted subject to the following criteria:

- (a) Such employment shall require the prior written approval of the Chief of Police, and be reported in writing to the Chief of Police in January of each year hereafter.
- (b) Such employment should not place the employee in a conflict of interest situation.
- (c) Such employment should not interfere with the employee's job performance, regular attendance, punctuality or availability for assignments as indicated in his/her job description.

**Section 16.** If Town Hall is closed by the Town Manager for any reason, then the members of this bargaining unit shall receive an equal amount of compensatory time, up to a maximum of seven (7) hours, for the period during which the Town Hall is closed during normal business

hours. When Town Hall is closed as described above, the Chief shall have the discretion to determine whether clerical employees and the Animal Control Officer are sent home with pay or required to work the day and provided compensatory time as described above.

**Section 17. Education Reimbursement.**

The Town shall reimburse any employee up to six hundred and fifty dollars (\$650.00) for the cost of books and/or tuition, for any courses taken that will assist employees in advancing in performing their present position or toward a degree in police science, criminal justice or similar degree. Prior approval from the Chief of Police is required before the employee may enroll in the course. If the course is approved for reimbursement, the Town shall be required to reimburse the employee up to \$650.00 per semester once the employee completes the course with a grade of "C" or better (or its equivalent if letter grades are not given). Prior to seeking approval for the course, it shall be the duty of the employee to seek out and demonstrate to the Town whether state or federal funds are available for tuition, books, fees, etc. in order to eliminate or minimize expenditures by the Town for this purpose. The maximum total reimbursement for the bargaining unit shall not exceed three thousand five hundred dollars (\$3,500.00) in any fiscal year.

**ARTICLE 20**  
**RULES AND REGULATIONS**

**Section 1.** The Town agrees to provide to the Union and all members of the Bargaining Unit up-to-date copies of all police department rules and regulations upon request.

**ARTICLE 21**  
**DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2017 and shall remain in force until June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly sworn authorized representatives.

**TOWN OF CROMWELL**

**THE NATIONAL ASSOCIATION  
OF GOVERNMENT EMPLOYEES  
NAGE, LOCAL RI-121**

  
\_\_\_\_\_  
Anthony J. Salvatore  
Town Manager

  
\_\_\_\_\_  
Lori Cowie  
President

5/3/17  
\_\_\_\_\_  
Date

5/3/17  
\_\_\_\_\_  
Date

Reynolds  
\_\_\_\_\_  
Witness

Lori L. Ouellette  
\_\_\_\_\_  
Witness

5/3/17  
\_\_\_\_\_  
Date

5/3/17  
\_\_\_\_\_  
Date

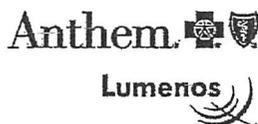
**APPENDIX A**

**Salary Schedules**

<b><u>2017-18</u></b>	<b><u>2.35%</u></b>							
	1	2	3	4	5	6	7	8
ADM SEC II	24.85	25.58	26.34	27.15	27.96	28.81	29.65	30.55
RECORDS	24.11	24.90	25.72	26.58	27.45	28.36	29.29	30.26
DISP	22.16	23.17	24.16	25.06	26.09	26.86	27.67	28.51
ACO	23.94	25.10	26.39	27.69	29.09	29.97	30.86	31.78
<b><u>2018-19</u></b>	<b><u>2.35%</u></b>							
	1	2	3	4	5	6	7	8
ADM SEC II	25.44	26.19	26.96	27.79	28.62	29.49	30.35	31.27
RECORDS	24.68	25.49	26.33	27.21	28.10	29.03	29.98	30.98
DISP	22.69	23.72	24.73	25.65	26.71	27.50	28.33	29.18
ACO	24.51	25.69	27.02	28.35	29.78	30.68	31.59	32.53
<b><u>2019-2020</u></b>	<b><u>2.35%</u></b>							
	1	2	3	4	5	6	7	8
ADM SEC II	26.04	26.81	27.60	28.45	29.30	30.19	31.07	32.01
RECORDS	25.26	26.09	26.95	27.85	28.77	29.72	30.69	31.71
DISP	23.23	24.28	25.32	26.26	27.34	28.15	29.00	29.87
ACO	25.09	26.30	27.66	29.02	30.48	31.41	32.34	33.30

**APPENDIX B**

**High Deductible Health Plan Summary Plan Description**



*RD 6/10  
1/2 1/2/11*

**Lumenos HSA Plan Summary**

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

**Your Lumenos HSA Plan**

**First - Use your HSA to pay for covered services:**

**Health Savings Account**

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

**Contributions to Your HSA**

For 2009, contributions can be made to your HSA up to the following:  
 \$3,000 individual coverage  
 \$5,950 family coverage

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

**Plus - To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services.

**Preventive Care**

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

**Then -**

**Your Bridge Responsibility**

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

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

**Health Account + Bridge = Deductible**

**Bridge**

Your Bridge responsibility will vary.

**Annual Deductible Responsibility**

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

**If Needed -**

**Traditional Health Coverage**

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

**Traditional Health Coverage**

After your bridge, the plan pays:

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

**Additional Protection**

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

**Annual Out-of-Pocket Maximum**

<b>In-Network Providers</b>	<b>Out-of-Network Providers</b>
\$1,500 individual coverage	\$ 3,000 individual coverage
\$ 3,000 family coverage	\$ 6,000 family coverage

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

**And even -**

**Earn Healthy Rewards**

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

**Healthy Rewards**

If you do this:

Complete the Health Assessment online	<b>You can earn:</b>
Enroll in the Personal Health Coach Program	\$50
Graduate from the Personal Health Coach Program	\$100
Complete our Smoking Cessation Program	\$200
Complete our Weight Management Program	\$50
	\$50

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

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

Group Gift Card  
 Plan Year: 2007



# Lumenos HSA Plan Summary

## Healthy Rewards

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

• **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.

• **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).

• **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.

• **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

Office Visits through age 18

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

#### Immunizations:

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

#### Adult Preventive Care

Office Visits after age 18

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

#### Immunizations:

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

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

Plan Year: 2007



## Lumenos HSA Plan Summary

### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

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

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year (including 80 Home Health Aide visits).
- Inpatient Rehabilitative services are covered to an unlimited maximum per member per calendar year.
- Chiro, PT/ST/OT services are covered to an 50 visit maximum per member per calendar year. Excess service covered as Out of Network.
- Some restrictions may apply to infertility services.
- DME has an unlimited maximum.
- Infusion Therapy has an unlimited maximum.
- Inpatient hospitalizations require prior authorization.
- Private duty nursing is covered to a \$15,000 maximum for out of network services only.
- Your Lumenos HSA plan includes a Lifetime Maximum of \$1,000,000 per member for out-of-network services.

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

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

Plan Year: 2007

APPENDIX C

Pension Plan - Summary Plan Description



**Town of Cromwell**

NATHANIEL WHITE BUILDING  
41 WEST STREET  
CROMWELL, CONNECTICUT 06416-0189

TOWN OF CROMWELL RETIREMENT PLAN

SUMMARY OF PRINCIPAL PROVISIONS

**THE PLAN:** THE "TOWN OF CROMWELL RETIREMENT PLAN" WAS CREATED FOR THE BENEFIT OF ITS PARTICIPANTS. ALTHOUGH THE TOWN CONTRIBUTES TO THE FUNDING OF THE PLAN, THE TOWN HAS NO ENCUMBRANCES UPON THE ASSETS OF THE PLAN, THE PLAN IS AN ORDINANCE OF THE TOWN AND IS ADMINISTERED BY A BOARD CONSISTING OF THE FIRST SELECTMAN, TREASURER AND FINANCE DIRECTOR.

**THE TOWN:** THE WORD "TOWN" HEREIN SHALL MEAN THE GENERAL GOVERNMENT, SEWER AUTHORITY, FIRE DISTRICT, WATER DIVISION AND BOARD OF EDUCATION.

**ELIGIBILITY:** EACH EMPLOYEE OF THE TOWN MAY ELECT TO BECOME A PARTICIPANT IN THE PLAN DURING THEIR PROBATION PERIOD, PROVIDED THEY ARE NOT ELIGIBLE TO JOIN ANOTHER PENSION PLAN RECOGNIZED BY THE TOWN. (TEACHERS AND POLICEMEN)

**EMPLOYEE:** ANY PERSON EMPLOYED IN A PERMANENT POSITION WITH THE TOWN, OR ELECTED OR APPOINTED OFFICIALS, WHOSE CUSTOMARY EMPLOYMENT IS FOR NOT LESS THAN TWENTY (20) HOURS IN ANY ONE (1) WEEK NOR LESS THAN FIVE (5) MONTHS IN ANY CALENDAR YEAR.

**CREDITED SERVICE:** RUNS FROM DATE OF ENTRY INTO THE PLAN IN MONTHLY INCREMENTS. A NEW EMPLOYEE WILL BE GIVEN THE TIME BACK TO EMPLOYMENT DATE PROVIDED THEY JOIN WHEN FIRST ELIGIBLE.

**NORMAL RETIREMENT DATE:** PARTICIPANTS AGE 62 OR FIVE (5) YEARS OF CREDITED SERVICE WHICHEVER IS LATER.

**BENEFIT FORMULA:** 1.5% OF AVERAGE FINAL COMPENSATION MULTIPLIED BY YEARS OF CREDITED SERVICE. ("AVERAGE FINAL COMPENSATION" MEANS AVERAGE ANNUAL COMPENSATION DURING THE 3 CONSECUTIVE HIGHEST-PAID YEARS OF SERVICE PRIOR TO AND INCLUDING THE LAST FULL MONTH OF EMPLOYMENT.) THE STANDARD FORM OF BENEFIT IS AN ANNUITY FOR LIFE, PAYABLE MONTHLY, COMMENCING ON NORMAL RETIREMENT DATE.

**OPTIONAL FORM OF BENEFIT:** INSTEAD OF AN ANNUITY FOR LIFE, THE RETIRING PARTICIPANT MAY ELECT:

(A) **CONTINGENT ANNUITANT OPTION:** AN ACTUARIALLY REDUCED ANNUITY, WITH A PERCENTAGE (AS SPECIFIED BY THE PARTICIPANT) TO CONTINUE TO A CONTINGENT ANNUITANT FOR LIFE AFTER THE DEATH OF PARTICIPANT; OR-

pensionsummary

Selectman's Office 832-3410 / Finance 832-3414 / Public Works 832-3420 / Town Planner 832-3422 / Building Department 832-3428  
Sewer Department 832-3430 / Town Clerk 832-3440 / Assessor 832-3442 / Tax Collector 832-3446 / Zoning Officer 832-3422  
Health Department 832-3426 / Dog Warden 832-3466 / Registrars 832-3418 / Youth 832-3448 / Elderly 832-3447 / Welfare 832-3449  
Engineering 832-3420 / Library 832-3460 / Recreation 832-3467 / Emergency Management 832-3422  
Personnel Supervisor 832-3467 / Risk Manager 832-3467

**(B) TEN YEAR CERTAIN OPTION:** AN ACTUARILLY REDUCED ANNUITY PAYABLE FOR 10 YEARS CERTAIN AND FOR LIFE THEREAFTER. IF THE PARTICIPANT SHOULD DIE BEFORE 120 MONTHLY PAYMENTS HAVE BEEN MADE TO THEM, THE REMAINING GUARANTEED PAYMENTS WILL BE MADE TO THEIR DESIGNATED BENEFICIARY IF THE BENEFICIARY SURVIVES THE PARTICIPANT, OTHERWISE TO THE PARTICIPANT'S ESTATE.

**NOTE #1:** FOR EITHER OF THE PREVIOUS OPTIONS TO APPLY, THE PARTICIPANT MUST FILE AN ELECTION AT LEAST ONE YEAR PRIOR TO THEIR RETIREMENT DATE, OR ELSE FURNISH SATISFACTORY EVIDENCE OF GOOD HEALTH.

**EARLY RETIREMENT:** A PARTICIPANT MAY ELECT TO RETIRE HAVING ATTAINED AGE 55 WITH AT LEAST 15 YEARS OF CREDITED SERVICE. THE BENEFIT FORMULA IS THE SAME AS THAT APPLICABLE TO NORMAL RETIREMENT, BUT THE BENEFIT WILL BE ACTUARILLY REDUCED IF IT IS TO COMMENCE PRIOR TO NORMAL RETIREMENT DATE. THE CONTINGENT ANNUITANT OR TEN YEAR CERTAIN OPTION MAY BE ELECTED. SEE NOTE #1.

**DEFERRED RETIREMENT:** A PARTICIPANT WORKING BEYOND THEIR NORMAL RETIREMENT DATE MAY CONTINUE TO RECEIVE CREDITED SERVICE PROVIDED THEY CONTINUE TO MAKE CONTRIBUTIONS AS PRESCRIBED.

**CONTRIBUTIONS:** EMPLOYEES CONTRIBUTE 2 1/2% OF COMPENSATION, WHICH IS DEFINED AS TOTAL SALARY OR WAGES EARNED BY A PARTICIPANT. THE TOWN CONTRIBUTES THE BALANCE OF COSTS TO A TRUST FUND. IN THE EVENT OF DEATH PRIOR TO RETIREMENT, AND DEATH AFTER RETIREMENT IF THE SINGLE LIFE OR CONTINGENT ANNUITANT OPTION IS IN FORCE, AND BOTH YOU AND YOUR SPOUSE (IN THE CASE OF THE CONTINGENT ANNUITANT OPTION) DIE, THE EXCESS OF EMPLOYEE CONTRIBUTIONS PLUS INTEREST OVER THE PAYMENTS MADE WILL BE PAID TO YOUR BENEFICIARY OR ESTATE.

**TERMINATION OF EMPLOYMENT:** ON TERMINATION, EXCEPT BY DEATH OR RETIREMENT, A PARTICIPANT IS ENTITLED TO A REFUND OF THEIR CONTRIBUTIONS PLUS COMPOUND INTEREST AT 3% TO 6/30/76 AND 3% THEREAFTER. AFTER 10 YEARS OF CREDITED SERVICE, THE EMPLOYEE IS 100% VESTED IN THEIR ACCRUED BENEFIT PROVIDED THEY LEAVE THEIR CONTRIBUTIONS IN THE PLAN.

**VESTED RETIREMENT BENEFITS** ARE PAYABLE AT NORMAL RETIREMENT DATE IF THE TERMINATED PARTICIPANT IS THEN LIVING AND HAS NOT WITHDRAWN THEIR CONTRIBUTIONS. YOU HAVE THE OPTION OF WITHDRAWING YOUR CONTRIBUTION PLUS INTEREST UPON FILING NOTICE TO THE BOARD. CONTRIBUTIONS MAY BE WITHDRAWN AT ANYTIME BETWEEN TERMINATION AND NORMAL RETIREMENT.

THIS IS A SUMMARY OF THE PLAN. PLEASE REFER TO THE ORDINANCE FOR MORE PRECISE INFORMATION.

Dated: March 22, 2002  
Last plan revision: June 30, 1990  
Ted Alsop, Board Secretary

DETERMINING A PENSION

FORMULA: 1.5% (.015) TIMES AVERAGE COMPENSATION TIMES YEARS OF SERVICE DIVIDED BY 12= MONTHLY PENSION.

EXAMPLES: 1) EMPLOYEE A RETIRES AT AGE 62 WITH FINAL AVERAGE COMPENSATION OF \$25,000 AND 10 YEARS OF SERVICE.  $.015 \times \$25,000 \times 10 = \$3,750/\text{YR.}$   $12 = \$312/\text{MO.}$

2) EMPLOYEE B RETIRES AT AGE 65 WITH FINAL AVERAGE COMPENSATION OF \$35,000 AND 35 YEARS OF SERVICE.  $.015 \times \$35,000 \times 35 = \$18,375/\text{YR.}$   $12 = \$1,531/\text{MO.}$

3) EMPLOYEE C RETIRES AT AGE 62 WITH FINAL AVERAGE COMPENSATION OF \$50,000 AND 15 YEARS OF SERVICE.  $.015 \times \$50,000 \times 15 = \$11,250/\text{YR.}$   $12 = \$937/\text{MO.}$

ESTIMATE YOUR OWN: NORMAL RETIREMENT DATE \_\_\_\_\_ ENTRY DATE \_\_\_\_\_  
 DIFFERENCE \_\_\_\_\_ (YEARS OF SERVICE I.E. 18.5/YRS.)  
 ESTIMATED FINAL AVERAGE COMPENSATION \_\_\_\_\_ (PROBABLY THE  
 3 YEAR AVERAGE PRIOR TO YOUR RETIREMENT DATE.)

FORMULA

% X AVE. COMP. X YEARS = ANNUAL PENSION ; 12 = MONTHLY PENSION

.015 X \$: \_\_\_\_\_ X YEARS = \$ \_\_\_\_\_ : 12 = \$ \_\_\_\_\_

EXAMPLE OF PAYMENT FORM

EMPLOYEE RETIRING AT AGE 62 WITH A \$400 PER MONTH PENSION BENEFIT AND A SPOUSE AGE 62:  
 (CAUTION: AGE OF CONTINGENT ANNUITANT CAN SERIOUSLY AFFECT BENEFIT)

<u>UNDER THIS PAYMENT FORM</u>	<u>MONTHLY PENSION FOR LIFE OF</u>	<u>PAYABLE MONTHLY FOR LIFE TO SPOUSE BENEFICIARY AT DEATH OF PARTICIPANT</u>
SINGLE LIFE	\$400	\$0
100% CONTINGENT ANNUITANT	322.52	322.52
75% CONTINGENT ANNUITANT	338.94	254.21
50% CONTINGENT ANNUITANT	357.11	178.56
10 YRS. CERTAIN AND LIFE	382.08	NO LIFE INCOME BUT BALANCE OF FIRST 120 PAYMENTS, IF ANY, OF \$382.08 WILL BE PAID.

EXAMPLE OF EARLY RETIREMENT REDUCTIONS

<u>AT AGE</u>	<u>YOU GET</u>	<u>OF NORMAL BENEFIT</u>
61	93.3%	
60	86.7%	"
59	80.0%	"
58	73.3%	"
57	66.7%	"
56	63.3%	"
55	60.0%	"

(SUBJECT TO CHANGE AS ACTUARIAL INFORMATION CHANGES)