

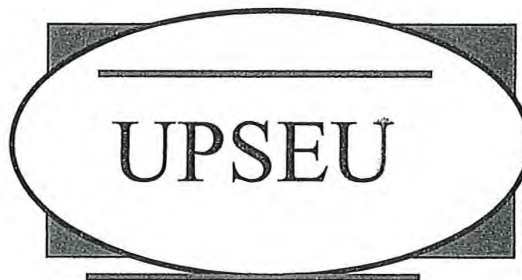
COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of Bethel

and the

**UNITED PUBLIC SERVICE EMPLOYEES UNION,
C.O.P.S. Division, BETHEL POLICE UNIT**



Expires June 30, 2018

Collective Bargaining Agreement
By and Between
Town of Bethel and the Bethel Police Union
Expiring June 30, 2018

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ARTICLE I - PREAMBLE

This Agreement, by and between the **TOWN OF BETHEL** (hereinafter called the "TOWN") and the **UNITED PUBLIC SERVICE EMPLOYEES UNION, C.O.P.S. Division, BETHEL POLICE UNIT** (hereinafter called the "UNION"), is designed to maintain and promote a harmonious relationship between the Town and its employees of the **BETHEL POLICE DEPARTMENT** who are within the provisions of this Agreement.

ARTICLE II - RECOGNITION AND UNIT DESCRIPTION

Section 2.01. The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment of all employees in the unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2.02. For the purpose of this Agreement, the bargaining unit shall consist of all full-time officers within the Police Department, except Captain or above.

ARTICLE III - UNION SECURITY

Section 3.01. It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of the Agreement or pay an agency fee. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee. Said agency fee shall be an amount established in accordance with law.

Section 3.02. The Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages, normal and customary membership dues, initiation fees and reinstatement fees or agency/service fees, as may be certified by the Union. The Town will remit these amounts collected to the Union once each month, together with a list of employees from whose wages these sums have been deducted and the amounts deducted. Such deductions shall continue for the duration of the Agreement and any extension thereof.

Section 3.03. The Union agrees to defend and hold the Town harmless from any damages, including legal fees and costs, incurred by reason of carrying out the provisions of this Agreement concerning the assignment of wages to the Union for initiation fees, reinstatement fees, regular dues and agency/service fees.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.01. There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this Agreement, unless and only to the extent that provisions of this Agreement specifically limit or curtail such rights, powers and authority. Such rights include, but are not limited to, the right to determine staffing levels and composition; to hire, promote, demote, layoff, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees for just cause; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations; and to determine and/or change methods, processes, equipment and facilities. The Town shall notify the Union prior to making any changes that are mandatory subjects of bargaining and shall negotiate with the Union as to any impact upon request by the Union if such negotiations are required by law. In the event of any conflict between the operation of this Article and any other provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 4.02. Wherever the term "Board of Police Commissioners" is utilized in this Agreement, the intent of the parties is to make reference to that agency which is responsible, by virtue of the provisions of the Town Charter, for the overall operation of the Police Department.

ARTICLE V - EMPLOYEE RIGHTS AND REPRESENTATION

Section 5.01. 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 a Union officer or representative.

ARTICLE VI - UNION BUSINESS LEAVE

Section 6.01. Two (2) members of the Negotiation Committee, as designated in writing by the Union, shall be granted leave from duty with full pay for the purpose of handling contract negotiations between the Town and the Union if such meetings take place at a time during which such members are scheduled to be on duty.

Section 6.02. The Town will recognize one (1) employee to be designated in writing by the Union for the purpose of processing grievances. If such meetings take place at a time during which such members are scheduled to be on duty, time so spent will not result in loss of pay for the designated representative.

Section 6.03. The Town will recognize the grievant and one (1) employee designated in writing by the Union for the purpose of meeting on grievances at the Board of Police Commissioners level. If such meetings take place at a time during which such members are scheduled to be on duty, time so spent will not result in loss of pay for the designated representative.

Section 6.04. Not more than one (1) officer of the Union shall be granted leave from duty, with pay, for the conduct of Union business when such Union business takes place at a time during which such members are scheduled to be on duty, provided sufficient personnel are on duty at the time and further provided that there is no cost to the Town. The number of such leaves shall not exceed four (4) during any fiscal year for the entire Union membership and the duration of such leave shall be not more than one (1) day.

ARTICLE VII - RESIDENCY

Section 7.01. The Town agrees to continue its present practice in regard to its requirement that an employee live within a 25 mile radius of the police station. The Bethel Board of Police Commissioners will be the sole arbiter for such practice and its decision shall be final and binding, any other provision of this Agreement notwithstanding.

ARTICLE VIII - WORK SCHEDULE AND OVERTIME

Section 8.01. The regular work schedule for the Lieutenants, Detective Sergeant, Detectives and Youth Officer shall be five (5) days of work, with two (2) days off. The regular work day shall be an eight (8) hour day. Nothing contained herein shall be deemed to limit or curtail flexibility with regard to which eight (8) hour period is to be worked daily within the specified regular work schedule.

Section 8.02. The regular work schedule for Sergeants, Corporals and Patrol Officers assigned to the Patrol Division shall be maintained on the basis of four (4) consecutive days on followed by two (2) consecutive days off, thirty-four (34) hours to be worked within the four (4) days as follows:

Four 8-1/2 hour days.

The shift times are as follows:

7:30 a.m. - 4:00 p.m.

3:30 p.m. - 12:00 p.m.

11:30 p.m. - 8:00 a.m.

One (1) position per shift may be included in the bid as an early or late person position, which position will work hours beginning and ending one-half hour earlier or later than those enumerated in this Section.

There shall be a complement of at least 3 patrol officers, including the supervisor, in patrol cruisers on all shifts.

Section 8.02A. The number of patrol officers, corporals, and sergeants to be scheduled on each shift shall be at the sole discretion of the Chief of Police or designee and may be changed at any time in order to achieve the most efficient scheduling of personnel.

Section 8.02B. Probationary employees are assigned shifts by the Chief of Police or designee.

Section 8.02C. For regular employees assigned to the Patrol Division, the shifts shall be bid by seniority on a four month basis. The seniority bid is subject to the following bid off requirements. The administration may assign shifts without regard to seniority if such action is needed to satisfy the bid-off requirement.

- a. Officers of the Patrol Division will not be required to bid off either the day shift or the evening shift. Officers assigned to the midnight shift who have not worked another shift for 16 consecutive months will be required to bid off to another shift according to their seniority. However, in the event an Officer elects to remain on the midnight shift, said Officer shall be permitted to remain on the shift for an additional 4 months. After working such other shift for one bid period, the officer may bid any shift. If the officer bids midnights, he is not required to bid off for another 16 months. If he bids the yet-unworked shift, he shall be assigned to that shift with the result that he works all 3 shifts in a 16 month period.
- b. Officers of the day and evening shift, although not required to bid off, may in fact be required to move to another shift as a result of required movement of a midnight shift officer.
- c. An officer who is required to bid off the midnight shift and wishes to return to midnights may do so after completing 60 work days on another shift. The officer must actually work the other shift 60 days in order to obtain credit for a whole bid off period. Sick days, vacation days, swaps etc., do not count toward the 60 days. After working the 60 days the officer may return to midnights by way of mutual agreement or swaps.
- d. Any officer who believes he may suffer harm as a result of being moved from the midnight shift may request consideration for a delay of such forced move. Such decision shall be at the sole discretion of the Chief and not subject to the grievance procedure.
- e. The Chief of Police or designee reserves the right to transfer personnel to shifts other than those bid (1) when, due to extended absences, shift vacancies must be filled, (2) for training (per current practice), and (3) when the well-being of the department and its employees so requires. Whenever possible, the least senior employee on the shift shall be transferred, unless the transfer is being made to resolve personnel conflicts.
- f. Ninety-six (96) hours advance notice shall be given to employees affected by a change in shift hours or assignments.

- g. There shall be no additional cost to the Town in overtime arising out of the transition of officers to new shifts after each bid opportunity, however, the Town and the Union agree that there may be adjustments (day for day) made to the 4-2 schedule.

Section 8.03. Nothing contained herein shall prevent the substitution of one employee for another of equal rank for his/her work shift, provided however, that the Chief of Police or his/her designee is notified in advance and grants approval for the substitution. Such substitution shall not impose any additional cost upon the Town. Such approval shall not be unreasonably denied.

Section 8.04. Time and one-half the applicable hourly wage rate shall be paid to any employee who performs work in excess of his/her regular work day, or who performs work on a scheduled day off. This Section shall not apply to employees attending the Connecticut Police Academy and except as provided in Article IX. No employee shall be required to reduce his/her hours of regular work for the purpose of avoiding overtime.

Section 8.05. Whenever any employee is called into work on a scheduled day off (which includes vacation days and compensatory days), or is ordered to return to work after having finished his/her regularly scheduled work day and left, the employee shall be paid not less than four (4) hours at time and one-half the applicable hourly wage rate. This minimum overtime provision shall not apply to overtime which is continuous with an employee's regularly scheduled work day.

Section 8.06. The police department administration will distribute shift bid requests at least 35 days prior to the schedule period. Employees may submit their bid requests for the next 10 days. Any employee who anticipates being unable to submit a timely bid request, and who so notifies the administration before the bid period begins, will be given the opportunity to file an early bid request. Any employee who does not file a bid request by the end of the twenty-fifth (25th) day before the beginning of the new shift cycle will be assigned an open shift at the discretion of the administration without regard for his/her seniority. The regular work schedule shall be posted 20 days in advance and shall be maintained as such, except for changes necessitated by unexpected situations such as injuries, illness, etc.

Section 8.07. Regularly scheduled work shifts or tours of duty and day off schedules of an individual employee will not be changed, altered or modified for the sole purpose of avoiding the payment of overtime, except in the case of extended absence of another employee. For the purposes of this Section, the term "extended absence" shall mean vacation leave in excess of ten (10) working days and any other absence in excess of five (5) working days.

Section 8.08. An employee shall be given as much advance notice as feasible for overtime work opportunities. Scheduled overtime shall be posted and a list will be set up on a seniority basis. Opportunity for overtime shall be rotated among all qualified employees as follows:

- a. Overtime shall be distributed on a monthly rotational list of those willing and able to work overtime, listed in order of department seniority.

- b. Overtime will be offered to employees on the basis of the list order. On the first of each month, overtime shall be offered first to the most senior qualified officer. Any officer who declines an overtime opportunity will not lose his position on the list and shall be offered the next available overtime.
- c. Once an officer has accepted an overtime assignment, his name shall be moved to the end of the list. In the event an overtime work opportunity is cancelled before it is worked, the officer shall maintain his list position.
- d. Errors in the assignment of overtime shall be corrected by offering the next available overtime to the bypassed employee(s). The bypassed employee(s) shall have an opportunity to decline 2 of the next 3 available overtime assignments.
- e. This procedure applies to all overtime that can be scheduled in advance. Occasionally, special requirements or last minute needs may justify not following the seniority procedure described in this Section of the Agreement.

Section 8.09. Compensatory time shall continue to be available to employees in accordance with the applicable requirements of federal and state laws. No employee shall be required to accept compensatory time off in lieu of monetary compensation.

ARTICLE IX - TRAINING

Section 9.01. All training session dates shall be posted not less than twenty (20) days in advance. The parties recognize that changes in the training schedule may become necessary. In the event of a change in the schedule after posting, the Town agrees to provide as much advance notice as practicable.

Section 9.02. Each employee is entitled to compensation for not less than three (3) hours at the applicable wage rate for required training performed during scheduled hours off, except when continuous with scheduled work hours.

Section 9.03. A meal stipend will be provided as applicable for all training when outside of Bethel and its adjoining bordering Towns.

ARTICLE X - EMPLOYEE INSURANCE BENEFITS

Section 10.01. The health insurance plans in effect shall be:

- A. Through June 30, 2015 Preferred Provider Plan with Managed Benefits (the "Preferred Provider Plan") and the following service co-payment schedule:

Office Visits -	\$20
Emergency Room -	\$100
Urgent Care -	\$50
Inpatient Hospital -	\$500
Outpatient Surgery -	\$250

Effective July 1, 2015, a high deductible health care plan with a health savings account (the “HDHP/HSA Plan”) and the following deductible/co-insurance schedule

100% In-Network Coinsurance
 80%/20% Out-Of-Network Coinsurance
 \$2,000/\$4000 In Network Deductible (Individual/Aggregate Family)
 \$5,000/\$10,000 Out of Pocket Maximum (Combined In-Net and OON)

Effective July 1, 2015, the following co-payment schedule will apply after exhaustion of the employee deductible under the HDHP/HSA Plan:

Tier 1-\$5
 Tier 2-\$25
 Tier 3-\$40

Mail Order (Maximum 100 Day Supply)
 Tier 1-\$10
 Tier 2-\$50
 Tier 3-\$80

The Town will not contribute towards the employee’s annual deductible under the HDHP/HSA Plan. All fees and costs associated with the start-up and maintenance of the employee’s health savings account shall be borne by the Town.

- B. Through June 30, 2015, Three-Tier Prescription Drug Plan with the following co-payment schedule:

Retail (30 Day Supply)

Generic	\$10
Preferred Brand	\$20
Non-Preferred Plan	\$35

Mail Order (Minimum 90 Day Supply)

2 X Retail Co-Payment

Annual Maximum - \$2,000

- C. Dental Benefits Plan.
- D. At the Town’s option, alternative health insurance plans may be offered to employees during the enrollment period.

Section 10.02. Employees shall contribute the following portion of the premiums for the medical and dental insurance set forth in Section 10.01 above for the employee and his/her enrolled dependents:

- A. Medical Insurance and Prescription Drug Plans: Effective July 1, 2012, the employee contribution shall equal 14% of the premium for the Preferred Provider and Prescription Drug Plans. Effective July 1, 2015, employees shall not contribute to the premium cost of the HDHP/HSA Plan.
- B. Dental Insurance: Effective July 1, 2012, the employee contribution shall equal 14% of the premium for the employee and 50% of the premium for the employee's enrolled dependents; effective July 1, 2015, the employee contribution shall equal 14.5% of the premium for the employee and 50% of the premium for the employee's enrolled dependents; effective July 1, 2016, the employee contribution shall equal 15.5% of the premium for the employee and 50% of the premium for the employee's enrolled dependents; effective July 1, 2017, the employee contribution shall equal 16% of the premium for the employee and 50% of the premium for the employee's enrolled dependents.
- C. To make the payments required under this Section, the employee will sign the necessary wage deduction authorization forms. A failure to sign such authorization forms shall be deemed a waiver of the insurance benefits.
- D. Effective as soon as possible after the signing of this Agreement, the Town shall implement and maintain a "Section 125" Salary Reduction Agreement which shall include a Flexible Spending Plan and shall be designed to permit exclusion of the employees' share of health insurance premiums from taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than the furtherance of the I.R.C. Section 125 plan.
- E. Voluntary Waiver of Health Insurance Coverage.
 - 1. On a completely voluntary basis, any employee may elect to waive the health insurance coverage provided in Section 10.01.
 - 2. The procedures to elect a waiver of health insurance coverage are as follows:

- a. The employee must complete an appropriate waiver form supplied by the Town and file such form with the Office of the First Selectman no later than April 30th.
 - b. The waiver of insurance shall be in effect for one year from the following July 1 through June 30. Once the waiver form has been filed with the Town, the waiver shall continue to be in effect from year-to-year thereafter until the employee elects to re-enroll in the health insurance plan. Reinstatement of coverage for a succeeding year may be made by notifying the Town (the Office of the First Selectman) in writing no later than April 30th to be effective the following July 1st.
 - c. If an employee who has waived health insurance loses coverage during the waiver period due to a qualifying event, the employee shall be allowed to re-enroll in the health insurance plan. In such event, the employee shall make the Town whole for any waiver payment that was made in advance of the re-enrollment date and provided payment for a period of time on or after the re-enrollment date.
3. An employee waiving health insurance coverage shall be eligible for the following payments based upon the employee's insurance classification:
 - a. For waiving individual coverage, an annual payment of \$1,000.
 - b. For waiving two-person coverage, an annual payment of \$2,000.
 - c. For waiving family coverage, an annual payment of \$3,000.
 4. Waiver payments shall be made quarterly on a retroactive basis on the payroll date next following October 1st, January 1st, April 1st and July 1st.
 5. Newly hired employees electing to waive health insurance coverage may do so upon commencing employment with the provisions of this sub-section taking effect on the normal effective date for health insurance coverage pursuant to Section 11.06. Initial payments shall be made to the employee on a pro-rata basis.

Section 10.03. The Town agrees to provide each employee with life and accidental death and dismemberment insurance in an amount equal to one and one-half (1.5) times the employee's annual salary, rounded to the nearest \$1,000. Life insurance benefits for active employees shall be reduced by fifty (50) percent at age sixty-five (65).

Section 10.04. Nothing in this Agreement shall prevent the Town from changing insurance carriers, provided that employees shall not suffer any loss or reduction in coverage or benefits because of such change, and provided that the level of administration of the successor carrier shall be at least equal to the former level of administration. Notice of any such changes shall be given to the Union not later than thirty (30) days prior to the implementation of any change in carrier.

Section 10.05. The Town agrees to checkoff once a month to a fund designated by the Union, for the purpose of providing health care service to be determined by the Union, an amount designated by authorization cards provided by the employees.

Section 10.06. Insurance Eligibility of New Hires. Newly hired employees are eligible for insurance coverages under Sections 10.01 and 10.03 on the first day of the month following the first full calendar month of employment provided the employee has made a timely application. The Board of Police Commissioners may, in its sole discretion, waive the wait period for a newly hired employee with P.O.S.T. Certification or its equivalent.

Section 10.07. Insurance Eligibility of Retirees. Employees who retire before July 1, 2015 and who are eligible for a pension benefit under the Retirement Plan for Police Officers of the Town of Bethel Police Department may continue to participate in the Preferred Provider Plan as set forth in Section 10.01A of this Agreement. Employees hired before July 1, 2018 who retire on or after July 1, 2015 and who are eligible for a pension benefit under the Retirement Plan for Police Officers of the Town of Bethel Police Department may continue to participate in the medical insurance plan the Town provides for active police officers, as that plan may be amended from time to time. Employees desiring to continue to participate in the medical insurance plan shall participate under the following terms and conditions:

- a. **Eligibility of Retiree.** As of the date of retirement, the retiring employee has 25 or more years of service as a Bethel police officer or is at least age 55 with 20 or more years of service as a Bethel police officer. Eligibility ceases when the retiree qualifies for Medicare coverage.
- b. **Eligibility of Spouse.** As of the date of the employee's retirement, the spouse is married to the employee. Eligibility ceases when the spouse qualifies for Medicare coverage or after 20 years from the date of the employee's retirement whichever occurs first.
- c. **Premium Share.** The retiree and/or spouse must pay a portion of the medical insurance premium in advance on a monthly basis. If the monthly payment is not made as required, the insurance shall be cancelled and shall not be renewable. For employees that retire before July 1, 2015 and are eligible to remain in the Preferred Provider Plan, the portion of the premium payable by the retiree and/or spouse is 25%. For employees hired before July 1, 2018 that retire on or after July 1, 2015, and are eligible to remain in the HDHP/HSA Plan, the portion of the premium payable by the retiree and/or spouse is 11%. The amount of the premium share shall be based upon the aggregate COBRA rate (if the Town's medical insurance plan is self-insured) or the monthly fully insured premium rate. The premium share amounts are subject to adjustments as such rates increase or decrease.
- d. **Election of Benefit.** This option for continued medical insurance coverage shall be offered to the retiree one time only and must be elected as of the date of retirement. Retirees who retire prior to July 1, 2015 and elect to continue enrollment in the Preferred Provider Plan, shall be allowed to opt out of the Preferred Provider Plan after July 1, 2015 and elect coverage under the Town's HDHP/HSA Plan during annual open enrollment

periods at a 11% co-share rate. Such Retirees may remain in the HDHP/HSA Plan so long as either (1) the active employees remain enrolled in the HDHP/HSA Plan, or (2) there exist individuals who retired after July 1, 2015 enrolled in the HDHP/HSA Plan. Retirees who retire prior to July 1, 2015 who after July 1, 2015 elect to enroll in the HDHP/HSA Plan may voluntarily, or involuntarily as a result of there remaining no active employees and no retirees who retired after July 1, 2015 enrolled in the HDHP/HSA Plan, revert back to the Preferred Provider Plan at a 25% co-share rate during annual enrollment periods.

- e. Exception. If the Town's insurance carrier does not allow retirees to participate at the Town Group rates, the Town shall not be required to provide any insurance coverage to the retiree and/or spouse; however, in such event, the Town shall reimburse any eligible retiree and/or spouse for their costs for medical insurance up to a monthly sum equal to 75% of the amount the Town is then paying as its portion of the insurance premium for active police officers.
- f. Employees hired on or after July 1, 2018 shall not be eligible for post-retirement health insurance and, upon retirement or separation, shall not continue to participate in any medical insurance plan the Town provides for active police officers.

Section 10.08. The Patient Protection and Affordable Care Act ("PPACA") has set forth and codified under Internal Revenue Code ("IRC") § 49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The implementation of the excise tax is scheduled to occur January 1, 2018. As a result there will be a reopener of Article X of this agreement on January 1, 2017 which shall be limited to the sole issue of the apportionment of any Excise Tax.

ARTICLE XI - SICK LEAVE

Section 11.01. Occasional Sick Days. The parties agree that, as a condition of employment, all employees are expected to report to work for their regularly scheduled shifts, except as otherwise specifically provided in this Agreement. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to non-job related accidents or debilitating illness. Effective January 1, 1999, each employee shall be advanced 12 occasional sick days annually as of January 1st, provided the employee has worked continuously for 6 of the 12 months immediately preceding the January 1st on which the sick leave days are advanced. An employee who does not meet this requirement shall be advanced sick leave days in an amount proportional to the number of months actually worked during the 12 months immediately preceding the January 1st on which the sick leave days are advanced. New employees will be advanced sick leave days on their date of hire in an amount equal to ½ day for each of the months remaining in the first calendar year of their employment. At the sole discretion of the Chief of Police, in the case of serious illness, new employees may be advanced additional days to be credited against their future allotment of sick leave days.

At the end of the calendar year, unused sick leave days will be transferred to a bank, subject to a maximum accumulation of 90 days. In the event an employee has used all of his/her 12 sick

leave days in any year, the employee may also use 4 days from his/her sick leave bank without providing a doctor's note. Use of additional sick days from the bank is not permitted without a statement from a physician demonstrating need. Officers may transfer up to 2 days per year from their banks to another officer's bank in the event that officer has no bank remaining and is absent due to a verifiable serious illness.

Upon retirement, an employee shall receive reimbursement for each banked sick leave day (up to the maximum of 90) according to the following schedule:

- a. If, as of the date of retirement, the employee is eligible to receive a normal retirement benefit under the terms of the Bethel Police Pension Plan, 25% reimbursement.
- b. If, as of the date of retirement, the employee is eligible to receive an early retirement benefit under the terms of the Bethel Police Pension Plan, 16% reimbursement.

Section 11.02. Short-Term Disability. Weekly disability benefits are designed to provide weekly cash income to an employee who is totally disabled by a non-occupational accidental bodily injury or sickness, including pregnancy, and is therefore prevented from performing the duties of his/her occupation. Weekly benefits will be paid in the amount of sixty-six and two-thirds (66 and 2/3) percent of normal straight time earnings for a maximum duration of twenty-six (26) weeks, commencing on the day following the last day worked by the employee, provided that the employee is under the care of a licensed physician. Benefits will be payable after the employee has exhausted his/her sick leave bank.

Section 11.03. Long-Term Disability. Employees who, after twenty-six (26) weeks, are totally disabled and are unable to perform their own job, or, after twenty-four (24) months, any other occupation or trade to which they are suited by reason of education or training, shall be eligible to receive a long-term disability pension benefit which shall be equal to fifty (50) percent of their normal weekly straight time earnings at the time of their disablement, up to a maximum monthly benefit of Three Thousand Dollars (\$3,000), less any payments for which they are eligible from Social Security and any other insurance or compensation plan to which the Town has contributed.

Section 11.04. An employee who is absent due to a long-term disability, both work related and non-work related, must keep the Town advised of the status of his/her disability by providing periodic medical documentation, including but not limited to the diagnosis, treatment, and expected duration of the disability. At any time after six (6) months of absence and before one (1) year from the date of disability, the Town may give notice to the employee directing him to provide written documentation from his/her physician that details the nature of his/her disability, the dates of treatment, and a prognosis for return to work, including whether or not the employee has reached maximum medical improvement and whether or not the employee is expected to recover to the extent that he/she will be able to fully perform the duties of the position he/she held on the date of his/her disability. The Town may refer the employee for a medical evaluation by a second physician selected by the Town. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion from a physician selected upon mutual agreement of the Town and the employee shall be obtained. The

third medical opinion shall prevail.

Section 11.05. For the purposes of this Article, "Date of Disability" is the first day the employee was unable to report for work due to the disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the cause of the disability remains the same.

Section 11.06. In the event an employee refuses to provide medical documentation or to report for the required medical evaluations described in Section 11.04 herein, the employee's status shall be changed to voluntary resignation as of the date of the refusal.

Section 11.07. The Town may place an employee who has been absent due to long-term disability on inactive status as follows:

- a) When the employee reaches maximum medical improvement and is unable to return to work to perform the duties of the position he/she held on the date of disability, or the duties of any other position made available at the option of the Town;
- b) When an employee who has been absent due to a non-work related illness or injury or due to a work-related psychological/emotional illness or injury remains absent for one (1) year from the date of disability.
- c) An employee on inactive status shall not be entitled to any of the benefits of this Agreement with the exception of the long-term disability benefit.

ARTICLE XII - OCCUPATIONAL INJURY OR ILLNESS

Section 12.01. Job-Related Sick Leave. Employees who are absent from work as a result of job-related accidents or illness and who are thereby continuously prevented from performing the duties related to their assigned job, or as a result of other conditions as prescribed in the Connecticut General Statutes, shall continue to receive their average weekly straight time earnings, less any Workers' Compensation benefits received, for a period of up to twenty-six (26) weeks from the date of disablement. For the purposes of this Article, average weekly straight time earnings shall be based upon the prevailing wage structure at the time of disablement.

ARTICLE XIII - FUNERAL LEAVE

Section 13.01. All full-time employees shall be allowed up to three (3) days leave for death in the immediate family (parents, children, siblings, grandparents and grandchildren of the employee and/or the employee's spouse) and one (1) day of funeral leave for other relatives (cousin, aunt, uncle, etc.).

ARTICLE XIV - SALARY SCHEDULE AND PROVISIONS

Section 14.01. Employees who are within the provisions of this Agreement shall be paid in accordance with the following salary schedules:

Patrol Officer Annual Base Pay Schedule

<u>Step</u>	<u>Retroactive To July 1, 2013</u>	<u>Retroactive To July 1, 2014</u>	<u>Effective July 1, 2015</u>	<u>Effective July 1, 2016</u>	<u>Effective July 1, 2017</u>
1	\$47,844	\$49,279	\$50,758	\$52,280	\$53,849
2	49,943	51,441	52,985	54,574	56,211
3	53,553	55,160	56,815	58,519	60,275
4	58,795	60,559	62,376	64,247	66,174
5	62,493	64,368	66,299	68,288	70,337
6	66,959	68,968	71,037	73,168	75,363

Step 1 = Date of hire.

Step 2 = The January 1st following the date of hire if hired in the months of January through June or the July 1st following the date of hire if hired in the months of July through December.

Step 3 through 6 = each July 1st thereafter.

Sergeant's Annual Base Pay Schedule

<u>Step</u>	<u>Retroactive To July 1, 2013</u>	<u>Retroactive To July 1, 2014</u>	<u>Effective July 1, 2015</u>	<u>Effective July 1, 2016</u>	<u>Effective July 1, 2017</u>
Upon Promotion	\$72,500	\$74,675	\$76,916	\$79,223	\$81,600
After 1 year	75,656	77,926	80,264	82,672	85,152

Lieutenant's Annual Base Pay Schedule

<u>Step</u>	<u>Retroactive To July 1, 2013</u>	<u>Retroactive To July 1, 2014</u>	<u>Effective July 1, 2015</u>	<u>Effective July 1, 2016</u>	<u>Effective July 1, 2017</u>
Upon Promotion	\$79,745	\$82,137	\$84,601	\$87,140	\$89,754
After 1 year	83,224	85,721	88,292	90,941	93,669

The Hourly Rate is the Annual Salary divided by 2,080.

The Daily Rate is the Hourly Rate times 8.

The Weekly Rate is the Hourly Rate times 40.

Section 14.02. The Board of Police Commissioners may, in their sole discretion, take into consideration prior relevant law enforcement experience for the purpose of deciding upon which step of the salary schedule to place a newly hired employee. The Board of Police Commissioners may, in their sole discretion, decide whether to credit a newly hired employee with all or any fractional part of his/her prior relevant law enforcement experience. Such experience may be considered only for salary schedule placement and may not be credited as seniority or to eligibility

for promotion.

Section 14.03. An employee's advancement through the steps of the salary schedule is contingent upon receipt of a satisfactory most recent performance evaluation.

Section 14.04. An employee assigned full-time to the position of Detective Sergeant will be paid a special annual premium of \$2,000 for so long as he/she is so assigned. The annual premium shall be divided by 52, added to the employee's regular weekly pay and shall become part of the employee's Annual Base Pay.

Section 14.05. Employees who are assigned full-time to the positions of Detective, School Resource Officer, Youth Officer or Support Services Sergeant shall be paid a special annual premium of \$1,000 for so long as he/she is so assigned. Patrol officers assigned to bike patrol shall be paid a \$750 annual premium. Employees maintaining a minimum certification of MRT/EMR (Medical Response Technician/Emergency Medical Responder) shall be paid a \$1,000 annual premium. The annual premium shall be divided by 52, added to the employee's regular weekly pay and shall become part of the employee's Annual Base Pay.

Section 14.06. Field training officers shall receive one hour of pay or compensatory time for each day they actually train new recruits.

Section 14.07. Any officer below the rank of Sergeant who is assigned responsibility of Uniform Shift Supervisor shall be paid a differential based on the lowest straight time hourly rate of a Sergeant provided that such assignment is for not less than one hour of any scheduled work shift or longer. Such pay shall be reflected in the next scheduled pay check.

ARTICLE XV - LONGEVITY

Section 15.01. Eligible active employees hired prior to July 1, 1991 shall receive a longevity payment in an amount calculated and payable as follows:

- (1) Payment in an amount equal to one (1%) percent of the employee's base salary on the July 1st next following completion of five (5) years of service through nine (9) years of service;
- (2) Payment in an amount equal to two (2%) percent of the employee's base salary on the July 1st next following completion of ten (10) years of service through fourteen (14) years of service; and
- (3) Payment in an amount equal to three (3%) percent of the employee's base salary on the July 1st next following completion of fifteen (15) years of service and all years subsequent.

Section 15.02. Eligible active employees hired on or after July 1, 1991 shall receive a longevity payment in an amount calculated and payable as follows:

- (1) Payment in the amount of two hundred fifty (\$250) dollars on the July 1st next following completion of five (5) years of service through nine (9) years of service;
- (2) Payment in the amount of five hundred (\$500) dollars on the July 1st next following completion of ten (10) years of service through fourteen (14) years of service; and
- (3) Payment in the amount of seven hundred fifty (\$750) dollars on the July 1st next following completion of fifteen (15) years of service and all years subsequent.

Section 15.03. For purposes of this Article, an employee shall be "eligible" for longevity if he/she satisfies the years of service requirements, and an employee shall be considered "active" if such employee has worked continuously for not less than six (6) of the twelve (12) months immediately preceding the date on which payment under this Article is due. Notwithstanding the foregoing, employees on job-related sick leave and receiving pay from the Town pursuant to Section 12.01 of this Agreement shall be considered eligible for longevity pay.

ARTICLE XVI - HOLIDAYS

Section 16.01. Each employee shall receive thirteen (13) paid holidays during each calendar year. Any employee who begins employment with the Town after January 1st in any year shall receive only the actual number of holidays which fall within their term of employment in that calendar year. The following days are designated as the thirteen (13) paid holidays:

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

Section 16.02. Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate by eight and one-quarter (8.25) hours.

Section 16.03. All holiday pay earned shall be accumulated, held in escrow, and paid to the employee once each year on the first pay day in December. Employees absent with or without pay when a holiday occurs shall not earn holiday pay except in the following instances: (1) employees on job-related sick leave and receiving pay from the Town pursuant to Section 12.01 of this Agreement; (2) employees on a paid occasional sick day pursuant to Section 11.01 of this Agreement; (3) employees on paid vacation or funeral leave; and (4) employees on their regular day off.

Section 16.04. Whenever, by special decree of the Board of Selectmen, all Town employees are granted a special paid holiday, members of the bargaining unit will be compensated in addition to the financial compensation provided herein, by a paid holiday. The parties agree that this provision is not meant to cover situations where the Selectmen, in their discretion, elect to close Town offices on certain days not decreed as official Town holidays.

ARTICLE XVII - VACATIONS

Section 17.01. On January 1st of each year, credit for vacation shall be granted based upon the number of years of continuous service completed by the employee within that year. Each employee shall be credited with paid time off for vacation according to the following schedule:

- (1) One (1) year of service, seven (7) vacation days;
- (2) Two (2) through five (5) years of service, fourteen (14) vacation days;
- (3) Six (6) through fifteen (15) years of service, twenty-one (21) vacation days; and
- (4) More than fifteen (15) years of service, twenty-eight (28) vacation days.

An employee is entitled to the full number of vacation days provided for in this Section if he/she works continuously for six (6) of the twelve (12) months immediately preceding the January 1st on which said vacation would normally be credited. An employee who for any reason fails to satisfy this requirement shall be credited with vacation in an amount proportional to the number of months actually worked during the twelve (12) months immediately preceding the January 1st on which said vacation would normally be credited. New employees credited with vacation on the January 1st following their date of hire may not take vacation until they have completed 6 months of service.

Section 17.02. The vacation days received according to the provisions of this Article do not include scheduled days off. For purposes of this Article, the number of hours in a vacation day for a particular employee shall be the same as the number of hours that employee works during a regularly scheduled work day.

Section 17.03. The vacation year is January 1 through December 31. An employee must use his/her allotment of vacation within the calendar year. An employee who fails to do so shall lose whatever portion of said vacation remains unused, provided that the employee shall not suffer any loss hereunder if he/she was unable to use previously earned vacation due to work-related illness or injury. In that event, the employee must use such previously earned vacation within a period of time equal in length to the period of work-related illness or injury. Notwithstanding the foregoing, five days of vacation may be carried over into the next calendar year but must be used in that calendar year or lost.

Section 17.04. If an employee waives his/her seniority as to all or any part of his/her vacation time selection, the employee may take his/her remaining vacation time in one (1) day intervals, provided that the employee gives two (2) weeks prior notification of his/her intent and gains the approval of the Chief of Police or his/her designee, and further provided that there is no additional cost incurred by the Town. Such leave shall not be unreasonably denied.

Section 17.05. New hires whose employment is terminated within the first 6 months do not receive pay for any vacation credited on January 1st.

Section 17.06. A selection of one or more weeks vacation between January 1 and June 30 may be made during the preceding December; a selection of one or more weeks vacation between July 1 and December 31 may be made during the preceding June. Priority in the selection of vacation dates shall be based upon seniority as determined under Section 24.03 of this Agreement. A maximum of one employee per shift may select vacation; however, nothing shall prevent the Chief of Police at his discretion from allowing more than one employee per shift to schedule vacation. Once the time periods for the selection of vacation have passed, the assignment of vacation days shall be granted on the basis of the order in which the request for such days is received by the Chief or his designee.

ARTICLE XVIII - EDUCATIONAL INCENTIVE

Section 18.01. Eligible employees shall receive an additional incentive payment, calculated and paid each July 1st, for college course work in police related fields as follows:

- a. For employees hired before July 1, 2002:
 - (1) Two (2%) percent of the employee's regular base salary for successful completion of a minimum of sixty (60) semester hours of college credit in a police related field.
 - (2) Four (4%) percent of the employee's regular base salary for successful completion of a degree program, with a minimum of one hundred twenty (120) semester hours of college credit, in a police related field.
- b. For employees hired on or after July 1, 2002, the following sums, payable annually beginning on the July 1st after the employees' completion of the probationary period:
 - (1) \$1,000 for successful completion of a minimum of sixty (60) semester hours of college credit in a police related field.
 - (2) \$2,000 for successful completion of a degree program, with a minimum of one hundred twenty (120) semester hours of college credit in a police related field.

Section 18.02. For purposes of this Article, to be "eligible" for this incentive pay, an employee must have completed his/her initial probationary period and his/her most recent performance evaluation must have been satisfactory and the employee must be "active" as defined in Section 15.03 or the employee is on job-related sick leave and receiving pay from the Town pursuant to Section 12.01 of this Agreement.

Section 18.03. The Town shall provide the following assistance to employees in reimbursement for expense of tuition incurred by employees enrolled in criminal justice related educational courses:

A maximum of \$120.00 per credit, up to 6 college credits each calendar year, per employee, shall be payable within thirty (30) days of the employee meeting the following criteria:

- A. Courses must be sponsored by a recognized educational institution and may include "distance learning" courses;
- B. Correspondence courses are excluded;
- C. Courses must be completed with a passing grade;
- D. Courses must carry college credit;
- E. The employee must obtain approval within these guidelines from the Chief of Police, or designee, before enrolling in the course;
- F. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition to the Chief of Police.

ARTICLE XIX - PERSONAL LEAVE

Section 19.01. Commencing January 1, 2006, each employee shall be permitted to take two (2) personal days with pay during each calendar year to attend vital affairs which cannot be scheduled during time off from work. Advance approval must be obtained from the Chief of Police or his/her designee not later than seventy-two (72) hours prior to the requested day off, except in case of emergency.

ARTICLE XX - UNIFORM ALLOWANCES

Section 20.01. The annual clothing allowance for each full-time employee shall be earned monthly in arrears at the rate of 1/12 of the dollar amount per month and credited to the employee each July 1st. An employee may draw on this amount for replacement of his/her uniforms during each fiscal year; there will be no carryover of this amount. Each non-uniformed employee shall receive the same clothing allowance. If an employee has been absent in the previous fiscal year for a continuous period exceeding two months, his clothing allowance shall be prorated consistent with the amount of the year the employee actually worked. Annual clothing allowance amounts shall be \$800.

Section 20.02. The Town will replace clothing lost or damaged and/or personal property suffering damage in the line of duty, provided that such loss or damage is not the result of the employee's negligence. The following items shall be limited to the indicated maximum value:

Watches - \$125, Sunglasses - \$30, Pens or Pencils - \$0, Jewelry – to be decided on a case by case basis subject to review by the Chief of Police or designee.

Section 20.03. Active employees shall each receive an annual cash allowance of \$400 dollars to be expended for the cleaning of uniforms. "Active" is as defined in Section 15.03.

ARTICLE XXI - RETIREMENT PLAN & BENEFITS

Section 21.01. The Retirement Plan for Police Officers of the Town of Bethel Police Department and the Town of Bethel Police Department Money Purchase Pension Plan, as amended effective July 1, 1997 and July 1, 2006, shall be the retirement plans for all employees subject to this Agreement.

Section 21.02. Notice of Retirement. Any employee planning to retire shall provide a written notice of retirement to the Chief of Police at least 6 months before the date of retirement. In the case of unforeseen circumstances, this notice requirement may be waived at the discretion of the First Selectman.

ARTICLE XXII - EXTRA WORK

Section 22.01. Extra work shall be assigned on a seniority basis in a manner similar to that used to fill regular overtime. No later than 60 days following the execution of the collective bargaining agreement, the parties agree that employees performing extra work shall be paid at one and one-half (x 1.5) times top patrol pay. Extra work payment shall be for a four (4) hour minimum. When the extra work is performed for the Town of Bethel and/or the Bethel Board of Education, the hourly rate shall be the time and one-half hourly rate of the employee performing the work and there shall be a three (3) hour minimum. Cancellation of an extra job shall require at least two (2) hours advance notice.

Section 22.02. Members of the regular force shall at all times be selected first for extra work. In the event that no regular officer is willing to accept an extra work assignment, a Municipal Police Training Council certified special officer may be assigned.

Section 22.03. In an effort to expedite payments to employees under this Article, the Town agrees to advance payments to employees on a scheduled basis upon submission of invoices through normal channels. The Town shall not incur any liability on behalf of employees for any sales taxes or other charges and will act only as a remitting agent with the right to cancel this arrangement at any time in the event unforeseen problems arise.

ARTICLE XXIII - PROBATIONARY PERIODS AND PROMOTIONS

Section 23.01. A newly hired employee shall be subject to a probationary period commencing with the date of hire and ending one (1) year after the date the employee is certified by the Connecticut Municipal Police Training Council, provided that such period shall not exceed twenty-four (24) months. Absences for injury leave, sick leave, FMLA leave, administrative leave, unpaid leave and/or military duty in excess of twenty-four (24) days shall not be included in the twenty-four (24) month calculation.

Section 23.02. Employees on probation according to the terms of Section 23.01 herein shall be entitled to representation by the Union and a hearing in the event the Town shall decide to discharge him/her during the probationary period. The decision of the Town with respect to such employee shall, however, be final and not subject to the grievance procedures or arbitration

otherwise provided for in this Agreement.

Section 23.03. All promotions to the ranks of Sergeant and Lieutenant shall be made from eligible employees within the bargaining unit. The Position of Corporal and the positions of Detective, Youth Officer, School Resource Officer, Bike Patrol Officer, Detective Sergeant and Support Services Sergeant shall be considered assignments. Said assignments are within the sole discretion of the Chief of Police, provided however that all such assignments shall be made from eligible employees within the bargaining unit.

Section 23.04. Promotions shall be made only after administration of written and oral examinations, from which examinations the eligible candidates for promotion shall be scored and ranked. Written examinations shall be obtained from, administered and scored by a recognized independent testing service specializing in police promotional testing. For each promotional position to be filled, the Board of Police Commissioners may choose from among the three (3) highest composite scores from such examinations. Seniority and the applicant's history of employment as contained in the applicant's personnel file shall also be considered in the promotional process.

Section 23.05. All promotions shall have a probationary period of six (6) months. Any employee who is promoted who subsequently fails to perform satisfactorily during such probationary period shall be reinstated to the position he/she previously held, or its equivalent, without suffering any loss of seniority, rank, grade or pay of his/her previous position. A six (6) month extension of the probationary period for cause may be required by the Board of Police Commissioners.

ARTICLE XXIV - SENIORITY/LAYOFF

Section 24.01. Seniority shall be defined as the total length of continuous service with the Town of Bethel as a regular sworn police officer.

Section 24.02. In the event more than one employee has the same seniority date, seniority ranking shall be determined by academy rank and, if academy rank is the same then by alphabetical order.

Section 24.03. Seniority shall be determined first by rank, and then by length of accumulated service at the Bethel Police Department within said rank. Accumulated service shall continue to accrue during periods of absence from work due to sick leave, funeral leave, disability or vacation.

Section 24.04. An employee shall lose seniority if he:

- a. Resigns.
- b. Retires.
- c. Is discharged for just cause.

- d. Fails to return from an approved leave of absence or after recall from layoff.
- e. Is not recalled within the recall period.

Section 24.05. A master seniority list shall be published by the Chief of Police, or designee, comprised of all members of the bargaining unit, which shall be maintained at all times on a current basis by the Chief of Police or designee. This list shall be posted each year from July 1 until July 31 in a conspicuous place at police headquarters. Objections to the seniority list shall be reported to the Chief of Police on or before August 10 of each year, or said seniority list stands as posted.

Section 24.06. Seniority shall apply in case of layoff. In the event of a layoff or reduction in force, the employee with the least seniority shall be laid off first.

Section 24.07. An employee affected by a reduction in force may bump another employee with less seniority in an equal or lower classification. Whenever an employee is laid off, such employee shall have the opportunity to return to his former position or rank before any new person is employed in that position for a period not exceeding eighteen (18) months (or length of seniority, whichever is less) from the date the layoff was effective.

Section 24.08. Employees shall be given at least two (2) weeks notice of layoff. The Union shall be notified at the same time the employee is notified of layoff.

Section 24.09. An employee who declines an offer of re-employment in the same position as held prior to layoff shall forfeit all recall rights. Failure to respond in writing to a notice of recall within five (5) working days after receipt of said notice shall be deemed a refusal to accept re-employment. Notice of recall shall be sent by certified mail.

ARTICLE XXV - DISCIPLINARY ACTION

Section 25.01. No employee who has completed the probationary period shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner, except for just cause.

ARTICLE XXVI - GRIEVANCE PROCEDURE

Section 26.01. All differences, disputes, disagreements and disciplinary action arising out of the terms of this Agreement shall be taken up as follows:

STEP ONE

An employee and/or the Union, having a grievance complaint, shall, within five (5) working days, take such grievance complaint in writing to the Chief of Police or his/her designee in charge. The Chief of Police, or his/her designee in charge, shall answer the grievance complaint within ten (10) working days of receipt of same.

STEP TWO

If the grievant or the Union is not satisfied with the decision rendered by the Chief of Police, the grievance complaint may, within ten (10) working days of receipt of the Step One decision, be submitted in writing to the Board of Police Commissioners. The Board shall consider the matter at the next monthly meeting, or at a special meeting, and render its decision in writing within five (5) days after this meeting.

STEP THREE

If the Union is not satisfied with the decision rendered by the Board of Police Commissioners, the grievance complaint may, within ten (10) working days of receipt of the Step Two decision, be submitted in writing to the Connecticut Board of Mediation and Arbitration for arbitration. The decision of the Board of Mediation and Arbitration shall be final and binding upon both parties.

Grievances involving the termination of an employee shall be submitted in writing to the American Arbitration Association ("AAA") without resort to step one or two of the grievance procedure contained herein. The Union shall submit said grievance to AAA within ten (10) working days of the employee's receipt of the notice of termination. The costs associated with the AAA filing and single arbitrator shall be divided equally between the parties. The decision of the Board of Mediation and Arbitration or American Arbitration Association shall be final and binding upon both parties.

Section 26.02. The arbitrator(s) shall not have authority to change, modify, alter or amend the provisions of this Agreement.

Section 26.03. Failure of an aggrieved employee or the Union to process a grievance in accordance with the provisions of this Article shall terminate said grievance. Any failure of the Town in responding to a grievance complaint in accordance with the provisions of this Article shall be deemed a denial, and the grievant shall be entitled to proceed to the next step of the grievance process.

ARTICLE XXVII - SUBSTANCE ABUSE

Section 27.01. Whenever a supervisor has cause to suspect that an employee is unfit for duty due to alcohol or chemical consumption, said employee shall be immediately relieved of duty with pay for that day.

Section 27.02. Immediately upon being relieved of duty, the employee shall be ordered to submit to a urine test, blood test and/or the intoximeter for a sample analysis. Any refusal by the employee to do so shall be documented and shall subject the employee to disciplinary action. Nothing herein shall be construed to limit the supervisor as to the choice or number of tests which he/she may order.

Section 27.03. Samples taken pursuant to the provisions of Section 27.02 shall be taken in the presence of the supervisor, provided that the samples are collected in a private location and the

employee is afforded proper dignity. If a sample is ordered taken from a female employee, another female must be present. It shall be the responsibility of the supervisor ordering said samples to comply fully with the provisions of Section 27.04 herein.

Section 27.04. Samples shall be sealed and delivered to a licensed medical testing facility.

Section 27.05. An employee shall be furnished a written copy of the result or results of the analysis of their urine, blood or breath sample immediately upon receipt of said results by the Town.

Section 27.06. All employees are subject to the Town of Bethel Substance Abuse Policy for Sworn Police Officers.

ARTICLE XXVIII - COURT APPEARANCES

Section 28.01. Whenever an employee is required to appear in any state or federal court during non-working hours for a criminal or civil matter which arose in connection with his/her employment with the Town, the Town shall compensate such employee for the difference between any witness fees received and the amount of overtime pay such employee is entitled to receive for the number of hours spent at said court.

ARTICLE XXIX - GENERAL PROVISIONS

Section 29.01. Every employee shall have the right to review his/her personnel file upon request to the Chief of Police or his/her designee.

Section 29.02. All new employees shall be furnished a copy of the rules and regulations of the Department as soon as practicable.

Section 29.03. Employees shall not be required to hand wash vehicles, shovel snow, change tires, or install or remove vehicle snow chains, except in emergency situations.

Section 29.04. Upon termination of employment, whether by death, dismissal, resignation or retirement, an employee, or his/her estate, shall be paid for any unused vacation, holiday and/or compensatory time then accrued.

Section 29.05. Separability. If any section, sentence, clause or phrase of this Agreement shall be held by a court or agency of appropriate jurisdiction to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion hereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties shall meet within sixty days of a final determination of said invalidity to negotiate the impact.

ARTICLE XXX – EMPLOYMENT COMMITMENT OF NEWLY HIRED OFFICERS

Section 30.01. Newly hired officers who are certified by the Connecticut Municipal Police Academy (“Police Academy”) at the time of hire shall have a three year minimum employment commitment to the Town of Bethel Police Department. Any such officer who voluntarily resigns from the Bethel Police Department to accept employment by any other law enforcement agency shall reimburse the Town for its expenditures incurred for department field training (including wages paid) and the initial uniform issue in an amount not to exceed \$4,500 if the resignation occurs within the first year of employment and \$3,000 if the resignation occurs during the second year of employment, and \$2,000 if the resignation occurs during the third year of employment.

Section 30.02. Newly hired officers who are not certified at the time of hire shall have a three and one-half year minimum employment commitment to the Town of Bethel Police Department. Any such officer who voluntarily resigns from the Bethel Police Department to accept employment by any other law enforcement agency shall reimburse the Town for its expenditures incurred for the training program at the Connecticut Police Academy (including wages paid), department field training (including wages paid), and the initial uniform issue in an amount not to exceed \$9,000 if the resignation occurs within the first two years of employment and \$6,000 if the resignation occurs during the third year of employment and \$3,000 if the resignation occurs during the remainder of his/her minimum employment commitment.

Section 30.03. This commitment shall not be enforced against any police officer who agrees to be paid the state minimum hourly wage while attending the Police Academy and/or participating in the department field training program and who purchases his or her own uniforms when hired. An agreement between the Town and the officer for payment of the state minimum hourly wage pursuant to this Section shall supercede the wage schedule of this Agreement.

Section 30.04. The Bethel Board of Police Commissioners may, in its sole discretion, waive any or all of the foregoing provisions and such waiver shall be without precedent or prejudice.

Section 30.05. The Union is not responsible for any reimbursements owed the Town under this Article. The Town shall hold the Union harmless from any action against the Union arising out of this Article, with the exception of claims alleging a violation of the duty of fair representation.

ARTICLE XXXI - NO STRIKE CLAUSE

Section 31.01. The Union agrees that it and/or its members individually or collectively, during the term of this Agreement, will not cause or take part in any strike, picketing, sit-down, slow-down, or curtailment or restriction or interference of work, even of a temporary nature.

ARTICLE XXXII - DURATION


Section 32.01. This Agreement shall remain in full force and effect from the date it is signed through June 30, 2018 and thereafter shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, on or before one hundred fifty (150)


days prior to the termination of this Agreement, but no sooner than one hundred eighty (180) days, serve written notice on the other party of a desire to terminate, modify or amend this Agreement, provided, however, it is understood and agreed that the parties hereto will begin negotiations within a reasonable time after notice shall be given to the other party.


IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed and signed by their mutually authorized officers or representatives as of the date indicated below.

TOWN OF BETHEL

**UNITED PUBLIC SERVICE EMPLOYEES
UNION, C.O.P.S. Division, BETHEL POLICE
UNIT**


Matthew Knickerbocker, First Selectman


George Bryce, President, UPSEU/C.O.P.S. Division,
Bethel Police Unit


Kevin E. Boyle, Jr., President, UPSEU

5-19-2015
Date

APPENDIX
MEMORANDUM OF UNDERSTANDING RE:
BETHEL POLICE UNION PENSION PLAN

This Memorandum of Understanding is by and between the Town of Bethel (hereinafter, the "Town") and the Bethel Police Union, United Public Service Employees Union/C.O.P.S. Division, Bethel Police Unit, (hereinafter, the "Union") and is intended to summarize and outline provisions for a Bethel Police Union Pension Plan (hereinafter, the "Plan") as agreed by the parties during negotiations for the collective bargaining agreement between them for the period ending June 30, 1999 and for the period ending June 30, 2010.

The parties agree that the following outline shall serve as the basis for the Plan.

Plan Effective Date:	July 1, 1997; revised July 1, 2006.
Plan Year:	July 1 through June 30.
Eligibility:	All full-time employees who are full-time regular police officers employed by the Town of Bethel and covered by the Agreement between the Town of Bethel and Local 424, Unit 1UCOP of the United Public Service Employees Union shall be Participants in the Plan as of their date of hire. Participation is mandatory.
Money Purchase Pension Plan Accounts:	The Money Purchase Pension Plan (hereinafter, the "MPPP") Accounts of Participants hired before July 1, 1997 shall be considered to be part of this Pension Plan Trust and, except as provided for below, shall be used to provide benefits from this Plan. The MPPP is closed to Participants hired on or after July 1, 1997.
Vesting:	For Participants hired before July 1, 1997, vesting in the MPPP shall be in accordance with the MPPP vesting schedule. For all Participants, vesting in this Plan shall be 0% prior to 10 years of credited service and 100% upon the completion of 10 years of credited service.

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Credited Service:

Credited service shall include any period of active employment and any period of injury leave for which Workers' Compensation is payable up to 1 year, provided the required employee contributions are made. Service will be credited in years and completed months. A period of 30 consecutive days of employment constitutes a complete month.

Break In Service:

A break in service occurs in any Plan Year when a Participant has less than 500 hours of credited service. Service credited prior to a break in service will be disregarded when a Participant has more than 5 consecutive 1 year breaks in service and was not vested upon his/her original termination.

Employee and Town Contributions:

All Participants shall contribute 6.5% of base salary except that Participants with 30 or more years of service shall contribute 3.25% of base salary. Participant contributions are mandatory and cease after 30 years of contributions. Effective July 1, 2006, the contribution rate for Participants with less than 30 years of service shall be 7.5%.

The contribution of each Participant hired before July 1, 1997 shall be treated as a contribution to the Participant's MPPP account. The contributions of Participants hired on or after July 1, 1997 shall be credited with interest in the same manner as those contributions of Participants with MPPP accounts.

A Participant who is off the active payroll of the Town must pay pension contributions for any period of time for which he/she will receive credited service. For any employee returning to work from military leave covered by USSERA, the Town will fund the employee's pension contribution that is required in order to receive pension credited service for the period of military leave.

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Employee and Town Contributions:
(Cont.)

For each Participant hired before July 1, 1997, the Town shall contribute 8.5% of base salary which shall be treated as a contribution to the Participant's MPPP account. The Town will not make MPPP contributions for Participants hired on or after July 1, 1997. In addition, the Town shall contribute an actuarially determined amount to this Plan in excess of the MPPP contributions to fund the benefits of this Plan.

The parties shall seek a Private Letter Ruling from the Internal Revenue Service to allow the Participant contributions to be picked up by the Town pursuant to Section 414(h)(2) of the Internal Revenue Code.

All contributions will be invested in a single trust under the direction of the Trustees. MPPP accounts shall be maintained on paper only, not in separate investment accounts. The Trustees shall be the Town of Bethel Board of Selectmen and one Union Representative who serves *ex-officio*, without vote.

Purchase of Credited Service for Military
Service Not Covered by USSERA:

At the time of retirement, employees retiring after July 1, 2006 may purchase up to 2 years of credited service for military service prior to their date of hire. The purchase amount for each year of credited service shall be 7.5% of the average of the highest 5 years base compensation that is used in the calculation of the pension benefit.

Participation Requirement:

Participants may not retire under this Plan prior to July 1, 1998.

Normal Retirement Date:

The earlier of 25 years of service at any age or age 55 with 10 years of service.

Early Retirement Date:

20 years of service at any age.

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Normal Retirement Benefit:

2% of the average of the highest 5 years base compensation times years of credited service up to a maximum of 30 years of credited service; effective July 1, 2006, for retirees retiring on or after July 1, 2006, 2.5% of the average of the highest 5 years base compensation times the first 20 years of credited service plus 2% of the average of the highest 5 years base compensation for the next 10 years of credited service up to a maximum of 30 years of credited service.

The normal retirement benefit is reduced 30% when the Participant attains Social Security Normal Retirement Age (SSNRA). This offset is eliminated effective July 1, 2006 for retirees retiring on or after July 1, 2006.

Early Retirement Benefit:

The Accrued Benefit shall be payable without reduction upon the Participant's Normal Retirement Date. The Accrued Benefit is payable immediately with a 6% per year reduction calculated from the earlier of the following dates: the date on which the Participant reaches age 55 with 10 years of service or the date on which the Participant would have completed 25 years of service.

The early retirement benefit is reduced 30% when the Participant attains SSNRA. This offset is eliminated effective July 1, 2006 for retirees retiring on or after July 1, 2006.

Deferred Retirement Benefit:

A Participant who works beyond his Normal Retirement Date will continue to earn service credit up to 30 years of service. The calculation of the average of the highest 5 years base compensation shall include consideration of base compensation earned during all years of service.

The deferred retirement benefit is reduced 30% when the Participant attains SSNRA. This offset is eliminated effective July 1, 2006 for retirees retiring on or after July 1, 2006.

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Termination Benefit:

Any Participant with a MPPP account who terminates employment with the Town may elect to collect his vested account balance in lieu of any defined benefit from this Plan. Any other Participant who terminates employment with the Town may elect to receive a return of his contributions plus interest in lieu of any defined benefit from this Plan. **If a Participant collects his vested MPPP account balance or elects a return of his contributions plus interest, he/she shall have no further benefits payable to him/her or his/her beneficiaries under this Plan.**

A vested Participant who terminates employment before his early retirement date is eligible to receive his Accrued Benefit unreduced as of his Normal Retirement Date or reduced as of his Early Retirement Date.

A non-vested Participant who terminates his employment with the Town will receive a refund of his accumulated contributions plus interest; a non-vested Participant with a MPPP account will receive a distribution of the vested portion of the account upon his termination of employment with the Town.

Accrued Retirement Benefit:

2% of the average of the highest 5 years base compensation times service credited as of the date of termination (up to a maximum of 30 years of credited service); effective July 1, 2006, for retirees retiring on or after July 1, 2006, 2.5% of the average of the highest 5 years base compensation times the first 20 years of credited service plus 2% of the average of the highest 5 years base compensation for the next 10 years of credited service up to a maximum of 30 years of credited service.

APPENDIX – Page 6**Pre-Retirement Death Benefit:**

Benefit For Surviving Spouses of Participants Whose Date of Death is before July 1, 2006: Upon the death of a married Participant, the spouse shall be entitled to an immediate annuity equal to 1% per year of service times the Participant's base salary at the time of his death. This death benefit will decrease by 30% when the spouse attains age 62.

Benefit For Surviving Spouses of Participants Whose Date of Death is on or after July 1, 2006: Upon the death of a married Participant, the spouse shall be entitled to an immediate annuity equal to 1.25% per year of service for the Participant's first twenty (20) years of service plus 1% per year of service for the Participant's next ten (10) years of service times the Participant's base salary at the time of his death.

The pre-retirement death benefit is payable to the spouse for life and is subject to the cost of living adjustment. If there is no surviving spouse, but there are surviving children under age 21, the death benefit is payable to the surviving children until age 21. If there are no surviving spouse or children under age 21, a Participant's beneficiary will be entitled to a return of the Participant's contributions plus interest (or the vested portion of the Participant's MPPP account balance).

If the amount of death benefit paid is less than the accumulated value of the Participant's employee contributions plus interest, the beneficiary, at the conclusion of the death benefit payments, will be entitled to receive a lump sum distribution of the remaining employee contributions plus interest, defined as the value of the contribution plus interest account as of the date of death, less the amount of any monthly death benefits paid. In lieu of the death benefit in the Plan, the beneficiary may elect to receive the value of the employee contributions plus interest account as of the date of death, plus, if applicable, the value of the Participant's employer funded MPPP account as of the date of death.

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Cost of Living Adjustment:

As of each July 1 that a benefit is in payment status, the benefit will be increased by 1% to reflect increases in the cost of living.

Normal Form of Benefit:

10 years certain and lifetime thereafter.

Optional Forms of Benefit:

All optional forms of benefit payments shall be the actuarial equivalent of the Normal Form. The options shall be: life only, joint and 50% (the automatic form of benefit for married Participants), joint and 66.7%, and joint and 100%. There is no lump sum cash option (with the exception of the benefit payable to those Participants who elect a distribution of their MPPP account balance in lieu of receiving a defined benefit under this Plan).

Plan Trust Document:

A Plan Trust Document shall be drafted using the foregoing outline as a basis. Any issues which may arise when the Plan Trust Document is developed shall be referred to the original Pension Sub-Committee of the Town and the Union and, if required, the Plan will be re-opened for any modifications made necessary by those issues.