

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF GUILFORD, CONNECTICUT**  
**AND**  
**Local 356, Council 4, AFSCME, AFL-CIO**

**JULY 1, 2016 - JUNE 30, 2020**

Town of Guilford and  
Local 356, AFSCME Council 4  
CBA 7/1/16 – 6/30/20  
{00922239.DOCX Ver. 1}



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**PREAMBLE**

This agreement entered into this 1<sup>st</sup> day of July, 2016, by the Town of Guilford (hereinafter the "Town") and Local 356, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, working conditions, benefits and any other matters that come within the meaning of the terms working conditions or conditions of employment.

**ARTICLE 1 RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all members of the Police Department occupying full-time (twenty (20) hours or more per week) and permanent investigatory and uniformed positions presently in existence with the authority to exercise police powers, excluding the positions of Chief and Deputy Chief.

**ARTICLE 2 SCHEDULE OF HOURS**

Section 1. The workweek shall be forty (40) hours, to be worked in shifts of not less than eight (8) hours per day and not more than sixteen (16) hours per day except in cases of bona fide emergencies. Each employee shall be excused from duty two (2) consecutive days during the week.

Section 2. The assigned shift supervisor will work an eight (8) hour shift but shall report fifteen (15) minutes prior to the start of the shift in order to prepare for the tour of duty. The shift supervisor shall be compensated for said fifteen (15) minutes at the rate of time and one-half.

Section 3. Officers shall have seven and one-half (7 ½) continuous hours off after working twelve (12) or more continuous hours, regardless of the source, or within a twenty-four (24) hours period commencing with the beginning of their normally scheduled shift. Officers who voluntarily accept a full eight-hour assignment in conjunction with their normal shift, are exempt from the above restriction.

Section 4. Work schedules shall be completed and posted at least fifty-seven (57) days before each change of shift and shall remain unchanged except by agreement between the Chief



of Police and an employee, or in the event that the security of the Town is endangered in the opinion of the Chief of Police.

Section 5. The Chief may assign probationary employees to any shift and may alter such assignments only with a minimum of three (3) weeks' notice to such employee and the Union.

Section 6. Uniformed patrol sergeants shall bid their shifts, based on seniority within their ranks, for two (2) months (fifty-six (56) days) at a time, uniformed patrol officers shall bid their shifts, based on seniority for twenty-eight (28) day periods. All bidding shall be completed fifty-six (56) days from the first day of the shift bid for. Nothing in this section shall forbid sergeants from swapping shifts with other sergeants.

Section 7. Notwithstanding the foregoing, any employee on special assignment shall work shifts normal to his/her assignment.

Section 8. The work schedules of officers of the Union may be changed by agreement between the Chief of Police and such officers in order to permit them to attend Council 4, AFSCME, AFL-CIO seminars, conventions, official functions and arbitration hearings on their days off. Agreement with such changes by the Chief of Police shall not be unreasonably withheld.

Section 9 Such officers and members of the Union as may be designated by the Union, not to exceed two employees at any one time, except by mutual agreement, shall be granted leave from duty with full pay for attending labor conventions, educational conferences and meetings (excluding administrative hearings including but not limited to State Board of Mediation and Arbitration, State Board of Labor Relations, Commission on Human Rights and Opportunities, Workers' Compensation Commission) provided that the maximum leave shall be no more than two days per person per time and that the total leave for the purposes set forth in this section shall not exceed 80 hours in any fiscal year. Such leave shall be contingent upon a written request to the Chief of Police by the member seven (7) days in advance of the leave date.

### ARTICLE 3 OVERTIME/REPLACEMENT

Section 1. Employees shall be paid at the rate of time and one-half for all hours actually worked in excess of eight (8) hours in a workday. Employees shall have the option to



receive one and one-half (1 ½) hours of compensatory time in lieu of overtime pay (time and one-half pay for each hour worked) subject to the following restrictions:

- a. Officers must work at least a four (4) hour block of overtime to exchange for compensatory time.
- b. Compensatory time can be accrued up to forty (40) hours.
- c. Compensatory time cannot be rolled over to the next fiscal year.
- d. Compensatory time will be treated the same as a holiday and taken within the same fiscal year.
- e. Officers will be paid in the last pay period in June for unused compensatory time at the rate of one and one-half (1 ½) their regular rate of pay in effect at the time the officer worked the overtime.

Section 2. Any off-duty employee required to return to work not in conjunction with the regularly worked tour of duty shall receive payment for minimum of four (4) hours of pay at time and one-half. To receive the four (4) hour minimum, the employee must work for four (4) hours. If the employee elects to leave prior to the four (4) hours, and the on-duty supervisor agrees, the employee will only receive payment for the hours actually worked.

Section 3. Any employee required to report to work prior to the beginning of a regularly scheduled shift and who then works through the regularly scheduled shift shall be paid at the rate of time and one-half for all hours actually worked prior to the commencement of the regularly scheduled shift.

Section 4. Any off duty employee who is required to attend court relating to any official investigation within the scope of his/her duty shall be paid by the Town for not less than four (4) hours at the rate of time and one-half. If an employee is on a regular day off, holiday, vacation day, compensation day, or a personal day and they are required to attend court, they shall also receive a compensation day.

Section 5.

a) Supervisors:

Overtime which results from police supervisors being absent from duty or from open shifts



shall be distributed by seniority. For the purpose of this article and section, if all police supervisors refuse the opportunity to work, it shall be offered to the Captain and Lieutenants by seniority. If they refuse also, then the vacancy shall be filled by following the procedures outlined in Article 4, Section 4. It is understood that the senior most supervisor (Lieutenant or Sergeant) is in charge of any shift where more than one supervisor is working.

b) Patrol Officers

Overtime which results from officers being absent from duty or from open shifts shall be distributed by seniority. If all officers refuse the opportunity to work, it shall be offered to the supervisors by seniority, commencing with the Captain. If they also refuse, the vacancy shall be filled by following the procedures outlined in Article 4, Section 5.

c) Procedure for filling voluntary Overtime:

(i) Whenever overtime work is needed, notice of the opening shall be posted, and filled pursuant to Article 3, section 5(a), and 5 (b).

(ii) Any employee signing for such job may be "BUMPED" from it by another employee of higher seniority, no later than seventy-two (72) hours prior to the job assignment. Within seventy-two (72) hours prior to such job there shall be no "BUMPING". When an employee reaches twelve (12) hours overtime, from any source, that employee is then subject to be bumped up to twelve (12) hours prior to the beginning of any subsequent overtime. The affected employee will receive notification after being "BUMPED".

(iii) Any employee may 'BUMP' any other employee of lesser seniority, any supernumerary officer.

(iv) Should an employee 'BUMP' another employee and then find the assignment cannot be fulfilled, the shift supervisor shall be notified as soon as possible. The job will then revert back to the employee last 'BUMPED.'

(v) If an employee wished to 'BUMP' another, the shift supervisor must be notified. It will then be the responsibility of the supervisor to ensure that the above requirements are met. The supervisor will then initial the 'BUMPING' change. Should a job be posted with less than seventy-two (72) hours' notice, the 'BUMPING' may take place up until twenty-four (24) hours prior to the start of the job. When a job comes in within twenty-four (24) hours prior



to the start of the job the seniority list will be called to fill the job. When an employee accepts the job, regardless of the job, no one can 'BUMP' that employee. When all employees on the seniority list pass the job, the supervisor may then call the supernumerary list, or assign it involuntarily to the least senior available personnel.

(vi) Any employee who has already committed himself/herself to an Overtime/Replacement shift is not available and cannot abandon a commitment to claim a new assignment within eight (8) hours of such assignment. If a new assignment is called in before the eight (8) hours' time period, employees shall be given the right to abandon the old assignment and accept the new assignment.

(vii) In the event a scheduling mistake is made inadvertently by the assigning shift supervisor, such action shall not be a grievable item.

Section 6. No employee shall be permitted to perform more than twelve (12) hours of overtime, regardless of the source, in any workweek, unless all employees have performed twelve (12) hours of such extra work in such week or available extra work is passed by all employees who have performed less than twelve (12) hours of such work in a week.

#### **ARTICLE 4 ORDER-INS**

Section 1. Employees may be ordered to duty for up to twelve (12) hours in any workday, pursuant to Article 3, Section 5, as long as they are not on a holiday, incentive day, vacation, personal day, comp day, or regular day off.

Section 2. Employees may not be ordered to duty if they are on a holiday, incentive day, vacation day, comp day, personal day or their regular day off. When in the Chief's opinion an emergency exists, employees shall be subject to order in for up to twelve hours in any work day, in inverse order of seniority. Order-ins under this section will be implemented using the following hierarchy: 1) Officers on a Regular Day Off; 2) Officers on a Compensatory Day; 3) Officers on a Holiday; and 4) Officers on a Vacation Day. When so ordered to work, pursuant to Article 4, Section 4, they shall receive double time and one-half (2 ½) and a personal day. Illustrative, but not exhaustive; examples of emergency are: hurricanes, floods, murders, and fatalities.



Section 3. It is understood that if no one is available for the overtime, after the normal order-in procedure has been exhausted and the shift is understaffed, the Chief or his designee may order in police employees with more than twelve (12) hours in a workday, two (2) consecutive twelve (12) hour work days, or more than fifty-six (56) hours in a work week. Anytime a police employee works more than sixteen consecutive hours he/she shall be given eight (8) consecutive hours off prior to reporting back to duty.

Section 4.

a) Supervisors:

When all Police Supervisors refuse the opportunity to work, the vacancy shall be filled by ordering the least senior supervisor who has not yet worked at least four (4) hours of Overtime/Replacement during that pay period; so long as it would not cause the supervisor to work more than twelve (12) hours in a workday, two consecutive twelve (12) hour workdays, both scheduled days off, or more than fifty-six (56) hours in any work week. In such event, the supervisor having the next least seniority would be ordered to work based upon the above criteria

b) Patrol

When all patrol officers refuse the opportunity to work, the vacancy shall be filled by ordering the least senior patrol officer who has not yet worked at least four (4) hours of Overtime/Replacement during that pay period; so long as it would not cause the officer to work more than twelve (12) hours in any workday, two consecutive twelve (12) hour workdays, both scheduled days off, or more than fifty-six (56) hours in any workweek. In such event, the patrol officer with the next least seniority would be ordered based upon the above criteria.

## **ARTICLE 5 OUTSIDE JOBS**

Section 1. The term "Outside Job" for purposes of this Article shall mean police duty for which an employee is paid from funds other than those directly from the Police Department.

Section 2. Employees will receive a rate of time and one-half Grade A patrol officer's rate for not less than four (4) hours for all Outside Jobs. Outside Jobs shall be available to all employees by seniority, regardless of unit and job classification.

Section 3. Outside Job assignments shall be made according to the same procedure set



forth in Article 6, Section 3 with the exception of the Guilford Handcrafts Exposition and the Guilford Fair which shall be made according to the procedure set forth in Article 4, Section 4. Assignment to regular police work shall always take precedence over Outside Jobs. Further, no one shall be required to accept any Outside Jobs if they do not wish to work, with the exception of the Guilford Handcrafts Exposition, and the Guilford Fair, which may be ordered pursuant to Article 4. Outside Job hours do not count towards Article 4, Section 4 for order ins.

Section 4. Cancellation for an Outside Job described in Section 1 above shall require that the Police Department be notified not less than one (1) hour prior to the starting time of the job. The shift supervisor shall be responsible for notifying the employee who has accepted the job. If no notification is forthcoming, or if it has not reached the Police Department prior to the prescribed time, the employee shall be paid the prescribed wages for the prescribed minimum number of hours.

## ARTICLE 6 CONSTRUCTION JOBS

Section 1. The term "Construction Jobs" for purposes of this Article shall mean police duty for construction jobs and/or utility jobs where the primary function is the direction of traffic which an employee is paid from funds other than those funds directly from the Police Department.

Section 2. Employees will receive a rate of time and one-half (1 ½) Grade A patrol officer's rate. Construction jobs shall be a minimum of four (4) hours and after four (4) hours, shall be paid a minimum of eight (8) hours pay and one and one half times the rate of pay for any time after the first eight (8) hours during the week days. On weekends and holidays the compensation rate shall be double time and one half (2 ½). Weekends are defined as: "0001 hours Saturday until 2400 hours on Sunday."

Section 3. Construction Job assignments shall be made as follows, provided, however, that assignment to regular police work shall always take precedence over Construction Jobs. No one shall be required to accept any Construction Jobs if they do not wish to work the Construction Job and that Construction Job hours do not count towards Article 4, Section 4 for order ins.

a. Assignment shall be by means of a rotating card file system whereby each member of the bargaining unit is named on a single card and the order of the cards is initially established



by seniority. New members shall be placed at the end of the file upon completion of Field Training.

b. Assignments available outside of seventy-two (72) hours shall be awarded at the seventy-two (72) hour mark by the on-duty supervisor to the member who:

1. Has requested assignment, and
2. Has priority in the card file, and
3. Has less than twelve (12) hours overtime, and
4. Is not subject to bump

c. Assignments available with less than seventy-two (72) hours' notice but more than twenty-four (24) hours' notice will be awarded at the twenty-four (24) hour mark by the on-duty supervisor in accordance with the criteria set forth in b. above.

d. Assignments available with less than twenty-four (24) hours of notice shall be posted on the text message system and shall be awarded after twenty (20) minutes in accordance with b, above.

e. Once awarded an assignment, a member's card shall rotate to the end of the card file. The Town delegates all authority to the Union to resolve disputes regarding assignments under this section and such disputes shall not be subject to the grievance procedure under the contract. The Union shall hold the Town harmless from any claims arising from the distribution and/or assignment of Outside Jobs and/or Construction Jobs under this Section. Remedial action for violations of this Section shall be limited to movement of the aggrieved officer on the assignment list and the Town shall not be responsible for reimbursement of any aggrieved officer.

Section 4. Cancellation for a construction jobs described in Section 1 above shall require that the Police Department be notified not less than eight (8) hours prior to the starting time of the job. The shift supervisor shall be responsible for notifying the employee who has accepted the job. If no notification is forthcoming, or if it has not reached the Police Department prior to the prescribed time, the employee shall be paid the prescribed wages for the prescribed minimum number of hours.



**ARTICLE 7 WAGES**

Section 1. The schedule of wages shall be as set forth in Schedules A, B, C and D attached hereto and made a part of this contract.

Section 2. The recruit wage rate shall be applicable to an employee from the first day of employment until successful completion of academic course work at the P.O.S.T. and satisfactory completion of the Department F.T.O. Program.

Upon successful completion of the F.T.O. Program the employee shall advance to the Grade "D" Wage rate for the balance of the total probationary period (18 months).

The probationary employee will advance in wage rate to the Grade "C" wage rate for the next succeeding period of twelve (12) months so long as that employee satisfies the requirements for probationary employees as outlined in Article 32, Probation.

The employee will proceed to the Grade "B" wage rate for the next succeeding period of twelve (12) calendar months from Grade "C" wage rate. The employee will advance to the Grade "A" wage rate thereafter.

Section 3. Patrol Officers who are assigned as a Detective will receive Grade A Patrol wages for the period of their assignment to the Detective Unit.

The Town and the Union, for itself and on behalf of its members, understand that assignment to and removal from the Detective Unit is to be at the sole discretion of the Chief of Police, without any minimum number of Detectives or duration of assignment required. No assignment of a Patrol Officer to the Detective Unit for any duration shall be considered a promotion or anything other than a temporary assignment of a person with a Patrol Officer rank. No removal from the Detective Unit shall be considered to be a demotion. Neither assignment to nor removal from the Detective Unit shall be the subject matter of any grievance nor grievable by any person or party and the Town need not process any such grievance if one is purported to be filed. No Detective shall have a contract right to or property interest in the Detective position or Detective wage rate. Upon removal from the Detective Unit, a Detective would revert to the Patrol Officer wage scale at the applicable rate depending upon years of service and Patrol Officer Grade.



**ARTICLE 8 TRAINING/MEETINGS**

For attendance at in-service training sessions and meetings which occur other than an officer's regular tour of duty, an officer shall be paid for not less than two (2) hours on an overtime basis.

**ARTICLE 9 STAND-BY**

Section 1. Any off duty employee who is placed on standby shall be paid for not less than three (3) hours at the rate of time and one-half (1 ½). An employee shall be deemed to be on standby status whenever he/she is required to remain within the confines of the Town (or his/her home outside the confines of the Town) and to be available for immediate return to duty. Employees required to carry cell phones shall not be considered on standby status.

Section 2. Effective upon ratification, one (1) Detective and one (1) Lieutenant who are on "on call" status during the week will receive a fifty dollar (\$50.00) stipend for that week.

**ARTICLE 10 OUTSIDE EMPLOYMENT**

Department employees are prohibited from engaging in outside employment which may in any way hinder the objective and impartial performance of their public duties, as determined by the Chief. Illustrative, but not exhaustive, examples of prohibited outside employment are: employment as or working for a private investigator; working as or working for a security guard or security guard firm, or other quasi-law enforcement or security enterprises.

**ARTICLE 11 HOLIDAYS**

Section 1. The following are holidays to be observed in accordance with the provisions of this Article:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day



Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday

Section 2. If the First Selectman declares an official no-work holiday for Town Hall employees, members of the police unit will be entitled to the same number of free hours not to exceed eight (8) in compensatory leave. This is not intended to cover emergency closings such as snow or ice storms, power failures, bereavement for Town Hall employees, or similar non-proclaimed holidays.

Section 3. An employee scheduled to work on a holiday listed in Section 1 of this Article shall be excused from duty on another day agreed upon between the Chief of Police or his designee.

The Chief of Police or his designee may grant holidays which require a replacement as long as no officer is ordered to work the shift. If a replacement cannot be found then the holiday will be denied. Officers who have committed to replace a requested holiday shall not back-out of their commitment to replace a holiday within fifteen hours prior to the start of the shift being replaced.

If the Chief determines that not all holiday requests may be granted and/or a replacement cannot be found for a particular shift, then requests shall be honored based upon seniority.

Section 4. Any employee desiring to take an alternative holiday shall make such request to his/her supervisor with a minimum of fifteen (15) hours of notice. Such Holidays, when approved, will only be considered "locked-in" fifteen (15) hours prior to the start of the shift for which the Holiday is being taken. Such notice shall be in writing and submitted to the on-duty supervisor. The on-duty supervisor shall enter the appropriate notation on the prescribed form. If such request cannot be submitted in writing, the employee making such oral request shall not consider the request as granted until the on-duty supervisor acknowledges such request and gives his/her formal approval. The prescribed form must also be completed for such requests.

The fifteen hour minimum may be waived by the supervisor to an officer present at shift briefing for a whole holiday, when there is sufficient manpower as determined by the shift



supervisor.

Section 5. All days off in lieu of holidays must be taken prior to the expiration of the Town fiscal year in which the holidays fall. However, a maximum of three (3) days may be carried over to the next fiscal year. The carried over holidays shall be used within the first two (2) months of the new fiscal year. Such carried over holidays shall not now or in the future be the basis of any claim for payment for such carried over holidays.

Section 6. In the event that the Chief grants the use of a holiday(s) before it is earned and the employee thereafter quits or is terminated through discharge, death, or retirement, prior to the holiday's occurrence, the Town shall be entitled to reimbursement for all holiday pay used prior to the holiday's occurrence. Reimbursement may be made from any other monetary benefit for which the employee may be eligible, including, but not limited to, wages, unused vacation, sick time payment, longevity, clothing allowance or any other form of compensation.

#### **ARTICLE 12 COMPENSATION DAY**

Any employee desiring to take a compensation day shall make such request to his/her supervisor with a minimum of fifteen (15) hours of notice. Such notice shall be in writing and submitted to the on-duty supervisor. The on-duty supervisor shall enter the appropriate notation on the prescribed form. If such request cannot be submitted in writing, the employee making such oral request shall not consider the request as granted until the on-duty supervisor acknowledges such request and gives his/her formal approval. The prescribed form must also be completed for such requests. Compensation days shall be carried over year to year and when in conflict between individual officers, such days shall be awarded by seniority. However, holidays shall take precedence over compensation days. The fifteen hour minimum may be waived by the supervisor to an officer at shift briefing for a whole comp day, when there is sufficient manpower as determined by the shift supervisor.

#### **ARTICLE 13 VACATIONS**

Section 1. Employees with less than one (1) year but more than six (6) months continuous service shall be entitled to one (1) week paid vacation.

All employees with one (1) year of continuous service and less than five (5) years of



continuous service shall be entitled to two (2) weeks paid vacation.

Employees with more than five (5) years of continuous service shall be entitled to three (3) weeks paid vacation.

Employees with more than ten (10) years but less than seventeen (17) years of continuous service shall be entitled to four (4) weeks paid vacation.

Employees with more than seventeen (17) years of service shall be entitled to five (5) weeks paid vacation.

Section 2. Employees who are entitled to two (2) weeks or three (3) weeks of paid vacation may take up to five (5) single vacation days. Employees who are entitled to four (4) weeks or more of paid vacation may take up to ten (10) single vacation days. All Individual Vacation Days will be taken in eight (8) hour increments.

Section 3. All vacations shall be taken within the fiscal year and at times satisfactory to the Chief.

Section 4. Vacation time shall not accumulate from year to year. A maximum of five (5) days (one (1) week) of vacation time may be carried over into the next fiscal year, subject to approval by the Board of Police Commissioners and the operational needs of the department

Section 5. Pay in lieu of vacation may be granted in special cases upon approval of the Board of Police Commissioners.

Section 6. Vacation pay shall be paid in the event of a disability retirement, and a layoff, but no vacation pay will be granted when an employee is dismissed or quits.

Section 7. If a holiday occurs during a vacation period, the employee will not be charged for this holiday.

Section 8. All vacation selection is based on seniority. Vacation requests shall be submitted at least two (2) months, fifty-six (56) days prior to the date of the next shift rotation for which the vacation is bid. If a vacation selection cannot be approved, the employee will be so notified and may be offered other available vacation dates within the existing bidding period. For the purposes of this Section, "consecutive vacations days" shall include vacation days which are used in conjunction with regular days off.



Section 9. Subject to sections 10 and 11 below, any employee desiring to take individual vacation days within the fifty-six (56) day bidding period shall make such request to his/her supervisor with a minimum of twenty-four (24) hours' notice. These days will be awarded as first come, first serve, then by seniority. However, vacation days shall take precedence over holidays. Single vacation days requested within the fifty-six (56) day bidding period will be granted where a replacement is not required at the time of the request. When a replacement is necessary at the time of the request, the request will be denied when a voluntary replacement is unavailable twenty-four (24) hours prior to the proposed vacation date. Such notice shall be in writing and submitted to the on-duty supervisor. The on-duty supervisor shall enter the appropriate notation on the prescribed form. If such request cannot be submitted in writing, the employee making such oral request shall not consider the request as granted until the on-duty supervisor acknowledges such request and gives his/her formal approval. The prescribed form must also be completed for such requests.

Section 10. Only one (1) patrol shift supervisor may be off on vacation during the same twenty-four hour period. However, vacation overlaps may be granted during the same twenty-four hour period as long as the overlap does not create a replacement.

Section 11. Vacation will be granted to only one patrol officer per shift. However, up to two officers may be granted during the same shift as long as any overlap created by that vacation does not require a replacement.

#### ARTICLE 14 SICK LEAVE

Section 1. Each employee shall be entitled to ten (10) days of sick leave after completing three (3) months of service. An additional day of sick leave with pay shall be granted for each year of continuous service after the employee's first year of service.

Those employees hired after July 1, 1991, shall be entitled to fifteen (15) sick days per year according to the time requirements above. Employees shall receive eighteen (18) sick days upon reaching his/her fifteenth (15<sup>th</sup>) anniversary of his/her date of hire.

Section 2. Sick leave to which an employee is entitled during any year of service may be drawn against by him/her for personal illness. Employees may use their accrued time off prior



to requesting FMLA. FMLA usage will only be charged to the employees accrued sick time bank when it is requested by the employee and approved by the Town.

Section 3. Sick leave to which an employee is entitled during any year of service may be drawn against by him/her for personal illness of another family member which would require the employee to care for said ill family member. Sick leave that is requested to care for a personal illness of another family member will be charged to the employees accrued sick time bank. Employees may use their accrued time off prior to requesting FMLA. FMLA usage will only be charged to the employees accrued sick time bank when it is requested by the employee and approved by the Town.

Section 4. An employee may not carry over more than one hundred forty (140) sick days into the next fiscal year.

Section 5. a) Any employee absent from duty for six (6) or more consecutive days due to a personal illness shall, on request, provide the Chief of Police with documented medical evidence certifying the nature of the personal illness. The Chief of Police or his designee may, at the town's expense, send an employee for a second opinion before accepting the employee back to work, provided there is no loss of pay to the employee if return to work is thereby delayed.

b) When an employee is caring for an ill family member(s), under Section 3 above, for six (6) or more consecutive days, the Chief or his designee may request the employee to provide a note from the treating family member's doctor.

Section 6. At death, retirement, or separation, an employee or his/her estate shall receive payment for the employee's unused accumulated sick leave, not to exceed one hundred forty (140) days. Those employees hired after July 1, 1991 shall be entitled to payment for the employee's unused sick leave, not to exceed seventy (70) days, providing the employee has completed ten (10) years of service. No accumulated sick pay will be granted to an employee dismissed for just cause. Those employees hired after July 1, 2002 shall not be entitled to any payment for any unused sick leave time.

Section 7. Any employee who has more than one hundred forty (140) sick days on the books may, at his/her option, turn back to the Town any unused sick time in excess of the one hundred forty (140) day maximum accumulation. The pay compensation shall be at the rate of



twenty percent (20%) of a day's pay for each day returned.

Section 8. Any employee absent from work during a scheduled shift as a result of sickness or absence charged to sick leave shall not be eligible for or entitled to further hours of employment until sixteen (16) hours have passed from the end of the shift for which such sick time was taken.

#### **ARTICLE 15 PERSONAL DAYS**

Each employee shall be entitled to three (3) personal days during the fiscal year to be used for personal reasons. Personal days may be used to extend vacation periods if approved by the Chief of Police. Personal days will not be taken on the day of a holiday or the day on which the Town celebrates such holiday. Personal days will be prorated when an employee quits or resigns; the Town shall be entitled to reimbursement for such personal days used, but not earned. Reimbursement may be made from any other monetary benefit for which the employee may be eligible, including, but not limited to, wages, unused vacation, sick time payment, clothing allowance or any other form of compensation. One Personal day earned before May 1<sup>st</sup> and any personal day(s) earned in May or June, unused by June 30<sup>th</sup> of that fiscal year, shall be carried over into the next fiscal year, to be used by December 1<sup>st</sup>.

#### **ARTICLE 16 EMERGENCY LEAVE AND/OR DOCTORS APPOINTMENTS**

Section 1. When an employee is working and a family member requires their care, they shall be released from duty. The time off required for this immediate care shall not be charged to any time off account. Examples of emergency leave are, but not limited to, sudden illness, accident or unforeseen sickness of family member. The term "family" shall mean person related by blood or marriage to the employee. No more than six (6) days can be used for emergency leave during a fiscal year.

Section 2. Employees shall be granted paid time off for dental or doctor appointments. Employees shall attempt to schedule said appointments during off duty hours if possible. Requests for said doctor's appointment and/or emergency leave shall be submitted in writing to the Chief of Police or his designee on the department time off form. In case of a doctor/dentist appointment, employees shall notify the department forty-eight (48) hours prior to



said appointment if possible, so scheduling conflicts, if any, can be determined.

Employees who have doctor/dental appointments scheduled which would require the employee to be absent from duty for a prolonged period of his/her shift (more than half), shall use sick leave for said appointment.

#### **ARTICLE 17 FUNERAL LEAVE**

Three (3) days' leave plus travel time at the discretion of the Chief of Police, without loss of pay, will be granted an employee for death in his/her immediate family (mother, father, brother, sister, spouse, child, grandparents, grandchild, father-in-law or mother-in-law). Time off necessary to attend funeral functions, without loss of pay, will be granted an employee for death of any other relative, not to exceed one (1) day, providing the employee actually attends the funeral.

#### **ARTICLE 18 ATTENDANCE INCENTIVE**

Section 1. Any full-time employee who has a record of three (3) months of perfect attendance, not interrupted by sick leave, emergency sick leave, workman's compensation days, police academy, unauthorized absences, or leave of absence without pay as measured from July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30, shall be entitled to one (1) floating holiday. Qualified employees have the opportunity to earn up to four (4) additional holidays for each fiscal year. Such days earned must be used in accordance with Article 11, Holidays.

Section 2. Officers using sick leave for parental leave (birth or adoption of a child) shall still be entitled to receive sick leave incentive pay provided they have at least eight (8) hours of sick time remaining at the end of the quarter.

#### **ARTICLE 19 MEDICAL INSURANCE**

Section 1. Group health insurance subject to the terms of the insurance policies and service contracts obtained by the Town is provided in accordance with Appendix A attached.

New employees are eligible for Group Health Insurance on the first day of the month following two (2) full months of employment. The month in which the employee begins



employment does not count as one of the full two (2) months.

(Example: If an employee has a date of hire of December 1, 2014, the two (2) full months of employment would be January and February, 2015. Thus, said employee would be eligible for Group Health Insurance on March 1, 2015.)

Group Health Insurance (PPO)

The Town shall provide a Century Preferred PPO plan (See Appendix A) for full time regular employees and eligible dependents, to age twenty-six (26).

The Town shall also provide the Blue Cross Full Service Dental Plan for full-time regular employees and eligible dependents, including Rider A (additional basic benefits) with the limiting age being to age nineteen (19) for unmarried dependent children.

A copy of the group policy or certificate of such insurance shall be given to each employee.

Effective July 1, 2016 employees shall contribute through payroll deductions seventeen percent (17%) premium sharing for the PPO and Dental. Effective July 1, 2017, the applicable employee premium sharing percentage shall increase to eighteen percent (18%) for the PPO and Dental. Effective July 1, 2018, the applicable employee premium sharing percentage shall increase to nineteen percent (19%) for the PPO and Dental. Effective July 1, 2019, the applicable employee premium sharing percentage shall increase to twenty percent (20%) for the PPO and Dental.

At the request of either party, the parties agree to reopen the contract for the sole purpose of negotiating the medical plan (including premium cost share) for plan year beginning July 1, 2019, in the event that prior to March 1, 2019, the Affordable Care Act excise tax ("Cadillac Tax") is not repealed or postponed from the current effective date of January 1, 2020.

It is understood that the Town may change insurance carriers/administrators. Such change in carriers shall result in comparable benefits to those enjoyed under the prior insurance policies.

Employees shall have the option of making such payments with pre-tax dollars as long as that option is available under law.

Section 2. After three (3) months of service and subject to the terms of policies, the following coverages shall be provided to employees at Town expense:



a) Sickness and Accident: 66 2/3 % of base salary with the benefits, commencing after accrued sick leave is expended. This benefit will commence the first day for an accident, 8<sup>th</sup> day for sickness, and is payable for a maximum of 13 weeks.

Section 3. In each case where the name of a particular company or a specific plan has been used in this article, the intent is to indicate a general type of insurance, and not to establish a relationship with one particular company or specific plan. In each case, the Town/Commission is free to seek substantially comparable benefits with other companies. The Town/Commission will provide the Union thirty (30) days advance written notification of intent to change insurance carriers.

Section 4.

a) Members of the bargaining unit who are eligible for health insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules, regulations and requirements of the appropriate insurance carrier(s).

b) Employees electing such waiver shall receive cash payments from the Town in the amount equal to fifty percent (50%) percent of the Town's cost for the individual's waived insurance coverages. Employees hired on or after November 16, 2009 and electing such waiver shall receive cash payments from the Town in the amount equal to twenty-five (25%) percent of the Town's cost for the individual's waived insurance coverages. Employees hired on or after July 1, 2014 and electing such waiver shall receive cash payments from the Town in an amount equal to twenty five percent (25%) of the Town's cost of single coverage for the employee only.

c) In order to exercise this waiver option, employees must apply in writing to the Director of Human Resources. All waiver applications must be completely voluntary on the part of the employee and must be accompanied by a signed waiver of coverage document acceptable to the Town. Employees whose waiver applications are acceptable to the Town shall receive monthly cash payments from the Town.

d) Any employee who obtained a voluntary waiver of health insurance coverage pursuant of this section may revoke this waiver at any time by serving written revocation notice upon the department head. Upon receipt of such revocation notice, the Director of Human Resources will



promptly notify the appropriate insurance carrier(s) of the reinstatement request and take steps to have the coverage(s) reinstated. All such reinstatements shall be subject to all requirements of the applicable carrier(s) including, but not limited to, any mandatory waiting periods.

e) As of July 1, 2016, any employee who would otherwise be eligible for Group Health Insurance coverage through another employee or retiree of the Town of Guilford or the Guilford Board of Education will be ineligible to receive a medical waiver payment. Any current employee of the bargaining unit who was receiving a medical waiver payment as of July 1, 2016, who was otherwise eligible for Group Health Insurance coverage through another employee of the Town of Guilford, shall have the current waiver payment reduced by twenty percent (20%) per year commencing July 1, 2016 and each July 1 thereafter (employee receives 80% of the waiver amount 7/1/16; 60% on 7/1/17; 40% on 7/1/18; and 20% on 7/1/19). Effective July 1, 2020, no further waiver payment shall be made to the grandfathered current employee(s). This agreement shall also be set forth in a Memorandum of Understanding which shall survive the expiration of this Collective Bargaining Agreement.

Section 5. When an employee with twenty-five (25) or more years of service retires, the officer may elect to receive health care benefits for the officer and spouse until the retiree reaches age sixty-five (65). Such election must be made at the time of retirement. When a retiree or a spouse waives medical coverage at the time of retirement or subsequently at any time, that waiver is final and the retiree/spouse will not later be eligible for health care benefits from the Town. Retiree health care benefits will include only those plans available at any point in time to active police officers and will require the same premium contribution as that assessed from active police officers. A retired police officer shall pay the same percentage of premium contribution in effect at the time of his/her retirement. It is understood that health benefits and premium contributions will change from time to time and that retirees who elect to receive continued health benefits will be subject to those changes. The Town shall provide Supplemental Medicare Part "A" (High Option 65) and Supplemental Medicare "B" (Plan 83) to the employee after he/she reaches sixty-five (65).

The Town shall have no liability involving any claim of a retired employee or dependent who has not fulfilled his/her obligation in the timely submission of his/her premium payment.

Section 6. For Employees hired after July 1, 2014, the Town will provide a long term



disability plan through age sixty-five (65) up to fifty percent (50%) of pay.

Any employee hired on or after July 1, 2014, who retires with total disability due to injury arising out of and in the course of employment, and who qualifies for Social Security Disability, shall receive fifty percent (50%) of base pay (salary in effect at the time of the injury) after the LTD policy stops paying the benefit at or about age sixty-five (65), as set forth in the LTD policy. Such disability payments from the Town will be reduced by Social Security Disability so that the Town will pay the difference between fifty percent (50%) of base pay and the amount of Social Security Disability to continue for the rest of the disabled employee's lifetime.

#### **ARTICLE 20 LIFE INSURANCE**

Section 1. All sworn Police Officers shall receive a \$100,000.00 term life insurance policy which will provide coverage until the individual Officer's sixty-fifth (65th) birthday. The cost of this life insurance policy will be borne by the Town.

Section 2. Officers who meet the requirement for normal retirement under the Town's pension plan, shall receive a term life insurance benefit of \$40,000.00 from the date of retirement until age sixty-five (65).

Section 3. Officers who retire with service-related disability will received the life insurance benefit outlined herein and in Article 20, Section 1.

#### **ARTICLE 21 WORKERS COMPENSATION**

Section 1. Employees who are eligible for compensable injures will receive their full salary until recovered or retired. Worker's Compensation insurance payments will be credited against the foregoing guaranteed benefits. For Employees who suffer a compensable injury after July 1, 2014, the Town will continue the employee's full salary less the Workers' Compensation insurance payments for up to eighteen (18) months from the date of the initial injury or until the employee reaches maximum medical improvement, whichever occurs first. Employees who suffer a compensable injury after July 1, 2014 must return to full duty within two (2) years from the date of the initial injury. However, the employee may apply to the Board of Police Commissioners for an extension of up to six (6) months provided a physician certifies in writing that the employee will be physically able to return to perform the essential functions of his/her



regular job at the end of the extended leave period.

The Town's responsibility for benefits shall only continue for so long as the employee is receiving weekly compensation payments, and provided that the Town shall be entitled to reimbursement for payments made under this section should the employee have recourse against third party in accordance with the procedure contained in the Worker's Compensation Law.

Section 2. In cases where the employee does have a third party claim, he/she shall advise the Town Counsel or have his/her attorney advise the Town Counsel on progress of the third party claim. Where the employee does recover on the third party claim, the Worker's Compensation carrier's lien first priority and the Town treasury has second priority on repayment out of the recovery.

Section 3. At the time an employee is found to be totally disabled from performing the prescribed duties of a police officer by the police medical provider, that employee shall file for retirement with the Town retirement committee and submit a letter of resignation to the Guilford Police Department within two (2) weeks of receiving such doctor's report. At the request of the disabled employee, a hearing for cause may be scheduled within two (2) weeks of receiving such request by the Board of Police Commissioners. At such hearing the affected employee may submit other medical documentation. The employee may, at the conclusion of such hearing, if just cause is established, be placed on involuntary retirement.

Section 4. Effective July 1, 2002 officers who retire on a service-related disability and are no longer eligible for Workers Compensation benefits shall receive the same health care benefits as those available to active police officers and shall pay the same premium contribution as that assessed from active police officers. The retiree shall also have the option, at his or her own expense, to purchase coverage for a spouse or other dependents. The Town's obligation to provide health insurance benefits for an officer who retires on a service-connected disability shall terminate at such time as the retiree becomes gainfully employed with health benefits available or becomes eligible for Medicare benefits whichever occurs first.

Section 5. Workers Compensation

Enacted in Legislature effective January 1, 1992 (Statute 31-279) allows an Employer, Insurance Co., or a Managed Care Organization to establish a managed care plan.



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MANAGED CARE-  
ITS ROLE IN WORKERS'  
COMPENSATION AND HOW  
THE COMMISSION  
REGULATES AND REVIEWS IT  
STATUTE 31-279

- Enacted by Legislature-effective January 1, 1992
- Allows an Employer, an Insurance Co., or a Managed Care Organization to establish a managed care plan
- Plan must be approved by Chairman
- Plan must describe how the “quality & quantity” of medical care will be managed

STATUTORY STANDARDS FOR APPROVAL 31-279

1. Timely, Effective & Convenient Medical Care
2. Adequate Choice of Physicians
3. A means of reducing costs without reducing the quality of medical care

ADMINISTRATIVE REGULATION 31-279-10

1. Standards for Plan Operations
2. Standards for Approving the Plan
3. Reporting Requirements

ARTICLE 22 [RESERVED]

ARTICLE 23 UNIFORMS AND EQUIPMENT

Section 1. Each uniformed officer shall be granted an annual clothing allowance in the

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amount of one thousand three hundred dollars (\$1,300.00). Each officer assigned to the detective unit shall be granted an annual clothing allowance in the amount of one thousand six hundred dollars (\$1,600.00). Such clothing allowance is to be used for the purchase of items and the maintenance of uniforms and equipment for the performance of the employee's duties. This shall not include cleaning, but does include the purchase of civilian clothing by employees assigned to the Detective Unit. The clothing allowance shall be paid in one payment directly to the employee in the first pay period in August of each fiscal year.

Section 2. Each newly hired employee shall be outfitted with a complete set of uniforms as outlined in Chapter 14 Uniforms of the Department Duty Manual, the cost shall be borne by the Town. Should the new employee leave the employment of the department within two (2) years of purchase, all uniforms and equipment purchased with Town funds shall be returned to the Department. Once received, affected employees shall not receive further clothing allowance under Article 23 for a period of eight (8) months. The payment referred to under Article 23, Section 1 shall be prorated for the remaining portion of the fiscal year.

#### **ARTICLE 24 DAMAGE TO PERSONAL PROPERTY**

An employee shall be reimbursed for the repair or replacement of personal property damaged or lost during the course of employment, providing normal and adequate safeguards have been observed by said employee, for his/her personal property, in an amount not to exceed three hundred fifty dollars (\$350.00) for any one incident.

#### **ARTICLE 25 EDUCATIONAL INCENTIVE PAYMENT**

Section 1. The Town will provide the following:

- a) Full payment of books for all officers attending police science/police administration courses.
- b) Full Tuition not covered by an available stipend or grant. Employees must apply for qualified stipends for such courses when such funding becomes available, as a condition of continuing tuition payments being made under this Article.
- c) Each employee holding an Associate's Degree in Police Science shall be entitled to an annual payment of three hundred dollars (\$300.00) in addition to any other payments



provided herein. For each additional year that the employee successfully completes at least twelve (12) credits of Police Science or Police Administration there will be a payment of one hundred dollars (\$100.00) to a maximum of five hundred dollars (\$500.00) except that any officer who holds a Master's in either academic program shall receive a seven hundred dollars (\$700.00) annual payment. Each employee who has completed one (1) year of college, thirty (30) credit hours, shall be paid one hundred dollars (\$100.00) for each year. The maximum payment for four (4) years, one hundred twenty (120) credit hours, shall be four hundred dollars (\$400.00).

d) Sections a) and b) above apply only to all employees employed by the Town of Guilford as of July 1, 1981.

e) The above annual payments will be made to eligible employees on the first payday in December, annually.

f) Employees, to qualify, must have completed the probationary period.

g) In the event that an officer's educational status increases or they become eligible for this benefit, they will submit documentation from their college to the Chief's Office prior to November 1<sup>st</sup> to be eligible for the increase or change.

## **ARTICLE 26 RULES AND REGULATIONS AND MANAGEMENT RIGHTS**

Section 1. The "Rules and Regulations" adopted and periodically altered or modified by the Guilford Board of Police Commissioners shall be valid and binding during the life of this agreement unless they conflict with the terms of this agreement, in which case this agreement controls, or they have been amended contrary to state statutes. They shall be printed in booklet form and given to each employee of the Guilford Police Department.

Section 2. All rights, powers, authority and functions of the Town formerly exercised or exercisable by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to:

a) the full and exclusive control, management and operation of the Police Department;

b) the determination of the scope of the Department's activities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized;



- c) the establishment of the job classifications and job descriptions;
- d) the determination of the number and type of jobs;
- e) the determination of reasonable standards or work
- f) the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary;
- g) the determination of the number of hours to be worked;
- h) the direction of the work force, including but not limited to, the right to hire, assign, lay off, recall, promote, transfer and discipline for just cause any of its employees;
- i) the right to maintain order and efficiency.

Section 3. Nothing in this agreement shall be construed as abridging any prior rights, benefits or privileges that the employees have heretofore enjoyed, except those specifically abridged or modified by this agreement.

## ARTICLE 27 SENIORITY

Section 1. For purposes of this Collective Bargaining Agreement, seniority shall be determined first by which employee has the higher rank. As between employees of equal rank, the more senior is the one with the most continuous service in the rank. If employees of equal rank have equal continuous time in rank, then seniority is determined by continuous service as a full-time police officer in the Guilford Police Department. For police officers hired after 7/1/91, starting on the same date, seniority shall be based on their relative class standing upon graduation from the Police Officers Standards and Training Academy. If a tie exists after completion of the Academy, the written test score by departmental hiring shall determine the seniority.

Section 2. Seniority shall prevail whenever specifically provided for in this contract. Seniority will also prevail as provided for in written policy statements promulgated by the Chief of Police and approved by the Board of Police Commissioners, provided, however, that such policy may be changed from time to time in the discretion of the Chief and with the approval of the Board of Police Commissioners.



**ARTICLE 28 LAYOFF AND RECALL**

Section 1. In the event of a layoff, seniority shall prevail, with the most recent employee or employees hired or promoted in each rank to be first laid off. However, any officer so laid off may displace an officer with less seniority in a lesser rank. Said displaced officer(s) shall have the privilege of displacing any other officer(s) with lesser seniority in any other equal or lesser rank.

Section 2. At the time of layoff, employees shall undergo a complete physical examination. Employees shall be recalled from layoff according to their seniority in the classification from which the employee was laid off, provided the employee's physical condition is substantially the same at the time of recall. At the time of recall the employee shall be examined by the Town's physician and at the Town's cost. The results of the medical examination(s) shall be presented to the Police Commissioners to determine if they employee is eligible for recall.

Section 3. The right to be recalled shall continue for a period not in excess of two (2) years from the date of layoff. The seniority of any employee recalled within said two (2) year period shall be the most recent period of continuous service, including the time spent on layoff status.

Section 4. In the event that an employee is laid off prior to taking the vacation to which he/she is entitled in any fiscal year, the employee shall receive payment determined by the portion of the fiscal year he/she had worked at the time of the layoff, in relation to his/her total vacation entitlement for that fiscal year.

Section 5. Any employee on layoff shall not be entitled to contract benefits unless specifically provided for herein.

**ARTICLE 29 GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Purpose

The purpose of the grievance procedure shall be to settle employees within the bargaining unit or Union grievances on as low an administrative level as practicable so as to ensure efficiency and morale.



Section 2. Definition

The term “grievance” is defined as a dispute between a member of the Union and the Town or Police Commission over the application or interpretation of any provision of this Collective Bargaining Agreement, including the discharge, suspension or other discipline of such member. It is understood that the term “business day” is Monday through Friday not including legal holidays.

Section 3. Procedure

Step 1. Within fifteen (15) business days from the date the employee or the Union knew or in the exercise of reasonable diligence should have known of the event giving rise to the grievance, the employee and/or Union representative shall present the grievance in writing to the Chief or his designee, on a form agreed to by the parties. The parties shall attempt to resolve the matter at this level. In any event, the Chief or his designee shall respond to the grievance in writing within twenty (20) business days.

Step 2. If the aggrieved member, and/or the Union, is dissatisfied with the response of the Chief or his designee, the member and/or Union shall, within five (5) business days of receipt of such response by the Union and/or aggrieved member, submit the grievance to the Police Commission. Thereafter the Police Commission shall schedule a mutually convenient meeting to review the grievance with the grievant and/or the Union not to exceed thirty-five (35) business days from receipt of such request. The Commission, after such hearing, shall render its decision within five (5) business days of such meeting.

Step 3. In the event the Union is not satisfied with the decision of the Police Commission, the matter may be submitted to the Connecticut State Board of Mediation and Arbitration (S.B.M.A.) within ten (10) business days of receipt of such decision by the Union from the Commission, with a copy to the Chief of Police.

The arbitrator provided for in Step 3 shall conduct a hearing in accordance with the current rules of the respective tribunal at which the facts and arguments relating to the grievance shall be heard. The arbitrator’s jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this agreement. The arbitrator



shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the agreement in effect at the time of occurrence. The decision of the arbitrator shall be final and binding upon both parties, provided it is in accordance with law.

Section 4. Arbitration filing fees and expenses shall be paid as required by the respective tribunal. Each party shall be responsible for the cost of presenting its respective case.

Section 5. In the event a reply to a grievance is not forthcoming within the allotted time, the matter may be pursued to the next level.

Section 6. The grievant and one representative from the Local shall be permitted to attend each step of the grievance and disciplinary hearings. If such officer is on duty at the time, he/she shall be excused from duty without loss of pay for the time required to attend such hearing, including reasonable travel time plus thirty (30) minutes. If such officer is off duty at the time, he/she shall be paid his/her normal straight time hourly rate for his/her attendance at such hearing, provided however, that there shall be no trading of shifts to create non-duty paid hours for such officers. The Union officer must submit a request for such time off forty-eight (48) hours prior to the hearing, when known in advance.

Section 7. Time extensions beyond those stipulated in this grievance procedure may be arrived at by the written mutual agreement of the parties concerned.

Section 8. Any grievance brought in connection with the action of the Chief of Police concerning disciplining of a police officer shall be instituted within five (5) business days of such action, in writing, to the Police Commission. Any disciplinary action taken by the Chief of Police shall be for just cause.

Section 9. Any grievance brought in connection with the action of the Police Commission concerning the disciplining of a police officer shall be instituted within five (5) business days, in writing, to the Connecticut State Board of Mediation and Arbitration (S.B.M.A.). Any disciplinary action taken by the Police Commission shall be for just cause.

#### ARTICLE 30 NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that during the term of this agreement, it will neither call nor support any work stoppage, strike, slowdown or interference with the operation of the



Department.

Section 2. The Town agrees that it will not lock out the employees during the term of this agreement.

#### **ARTICLE 31 MISCELLANEOUS CONDITIONS**

Section 1. The Town shall provide each bargaining unit employee with a copy of this contract no later than thirty (30) days after it is signed.

Section 2. Paychecks

The amount of the overtime and other extra duty pay shall be separately shown on the employee's paycheck stub.

Section 3. Town officials and employees will refrain from harassing, discriminating or taking revengeful action against one another because of the other's Union and governmental activities.

Section 4. The Town shall reimburse employees assigned to the Detective Unit for dues and meeting expenses incurred by them in connection with their membership in the New Haven County Detectives Association, the State Narcotics Enforcement Officers Association and the International Association of Identification (IAI) up to seventy-five (\$75) dollars per event. Other expenditures made by them in connection with their duties in the Detective Unit must have prior approval of the commanding officer.

Section 5. Any officer who voluntarily completes and passes the POST Physical Standards Test at 40% for their age and gender will receive one (1) compensatory day. Officers can only take the test offered by the Department while off duty and they will not be paid for their time.

#### **ARTICLE 32 PROBATION**

Recruit Probationary Status:

An employee shall be a probationary employee from the first day of employment for a period not to exceed eighteen (18) months.

An employee shall be considered probationary during recruit training (P.O.S.T.), F.T.O.  
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and during the period from successful completion of F.T.O. until completion of eighteen (18) months of continuous employment from the first day of employment.

To satisfactorily complete the probationary period , an employee must meet minimum passing grades for academic courses at the P.O.S.T., successfully complete the Department F.T.O. program and have obtained satisfactory departmental performance evaluation(s). If an employee does not satisfy any of the requirements of the P.O.S.T., that employee may be terminated.

If an employee does not satisfactorily complete the department F.T.O. Program that employee may be terminated or the F.T.O. period extended. If the F.T.O. period is extended, that employee will not advance in wage grade until satisfactorily completing such program. A decision to extend an employee's F.T.O. Program will be based on the recommendation of the employee's F.T.O. training, the training officer and the supervisors of the F.T.O. trainees. Any decision to extend an employee's F.T.O. period shall rest with the Chief of Police.

Any extension of an F.T.O. Program shall not exceed three (3) months. At the conclusion of such extension the employee shall advance to the Grade "D" wage rate or be terminated. Only the Board of Police Commissioners shall have the authority to terminate a probationary employee.

If an employee is so terminated during the probationary period, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of the agreement.

### ARTICLE 33 LATERAL TRANSFERS

Section 1. If the Town employs a full-time police officer who has prior experience as a police officer in a municipal police department in the State of Connecticut and who has received certification from the Police Officers Standards and Training Council (P.O.S.T.), the Board of Police Commissioners may place said officer at the Grade A, B, C or probationary wage scale depending upon his/her years of service in another department as follows:

5 years.....	Grade A
4 years.....	Grade B
3 years.....	Grade C

Individuals shall, at the discretion of the Board and based upon the needs of the Department and evaluation of the officer's prior employment history, be placed at any of the above pay grades. However, the employee may not be elevated to a pay grade to which he/she has not the prescribed Town of Guilford and Local 356, AFSCME Council 4 CBA 7/1/16 – 6/30/20

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number of years' experience.

Section 2. Any presently employed full-time officer, with prior P.O.S.T. certified municipal police experience in the State of Connecticut, hired since July 21, 1985, may be placed in the Grade A, B or C classification by the Board of Police Commissioners in accordance with item a) above; however, there shall be no retroactive payment.

Section 3. The forgoing applies to rates of payment only; it shall not otherwise affect or modify the terms of the collective bargaining agreement.

Section 4. For employees hired under this section, the employee shall be considered a probationary officer for one year, 12 months from the date of hire. At the conclusion of this 12-month period, the employee shall advance to the Grade "C" seniority level, same language as covered in Article 5, Wage, Section 2. During probationary period the employee may be subject to termination for unsatisfactory completion of Department F.T.O. Program or unsatisfactory performance evaluation(s).

#### **ARTICLE 34 LIGHT DUTY**

It is the purpose of this policy to provide temporary light duty assignments, when available, to accommodate officers who temporarily cannot perform the full range of police duties and responsibilities. Use of the temporary light duty can provide employees with an opportunity to remain productive while convalescing, when physically or mentally unfit for their regular assignments, without risking their health and safety or the safety of others. Temporary light duty also provides the Department with the cost effective service of an officer who is absent with pay or worker's compensation benefits because of a job-related injury. Temporary light duty applies only to an officer whose disability or condition is temporary and is not a matter of right. Nor is there any guarantee that an officer will be assigned to light duty at any given time.

Nothing in this policy is intended to curtail the rights of officers under the relevant federal and state laws.

##### Eligibility

An officer convalescing from an injury or illness who is absent from work may apply for temporary light duty assignment. In addition, a supervisor may recommend an officer who is



working full time for temporary light duty assignment, if in the opinion of the supervisor, the health and safety of the officer or the safety of other so requires. The Chief may order an officer who is absent on a work-related compensable leave to assume a temporary light duty assignment. In all cases, eligibility and assignment to light duty shall be subject to and supported by medical documentation.

#### Light Duty Assignment

Light duty assignment may be made in any of the Department's divisions that employ sworn police officers but the positions shall be administrative or supportive in nature. Temporary light duty assignments may be drawn from a wide range of administrative areas including but not limited to, dispatch, clerical functions, handling walk-in calls for service, special projects and general administrative functions. Such light duty assignments shall not eliminate any work normally performed by member(s) of another bargaining unit.

Temporary light duty positions are limited in number and variety. The Police Commission has determined, based on the needs and resources of the Department at the time of the adoption of this policy, that it can accommodate up to two temporary light duty assignments. No specific position in the Department will be established or dedicated for use as a temporary light duty assignment nor shall any existing position be designated or otherwise dedicated exclusively for temporary light duty. An employee granted light duty status shall not cause the reassignment or loss of job of another employee. Furthermore, officers granted temporary light duty are only eligible for Department overtime which would not conflict with their current medical restrictions but cannot be ordered in. Officers on light duty are at the bottom of the overtime list.

Light Duty assignments are strictly temporary and should not exceed three months' duration unless approved by the Chief of Police. An initial or extended light duty assignment may be discontinued at any time depending upon a change in the officer's medical condition and/or the needs of the Department as determined by the Chief. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotion eligibility or other benefits unless otherwise stated in this policy.

Employees assigned to temporary light duty are expected to wear professional attire when working in the office such as shirt and tie or police polo shirt and casual dress pants. Jeans and



sneakers are not permitted. Police officers while on temporary light duty may not wear the department uniform, carry the department-issued firearm, drive a marked patrol vehicle, ride with another police officer in a marked vehicle when the officer is on patrol or otherwise employ police powers.

#### Supervisor's Recommendation

An officer may be recommended for temporary light duty assignment by the submission of a written request from a Department supervisor. Such a request must be accompanied by an evaluation of the officer conducted by a competent medical authority expressing the need for temporary light duty or by a request for a medical or psychological fitness for duty examination. The Department shall provide the officer with notice of the proposed temporary light duty assignment together with justification for the recommendation. The decision whether to make the light duty assignment shall be made by the Chief based upon the needs of the Department and the medical evidence.

#### Chief's Order

The Chief and employee who is absent on a work-related compensable leave will mutually agree on a temporary light duty assignment consistent with a physician's assessment of the officer's medical capabilities. When an employee is unable to perform their function as a police officer due to illness or off-duty injury, that employee may, at his/her option, request a light duty assignment consistent with a physician's assessment of the officer's medical capabilities.

Any officer assigned to a temporary light duty position over his/her objection, whether initiated by a supervisor or by the Chief, shall have access to the labor contract grievance procedure to pursue any remedy, but may not refuse to undertake the assignment while the grievance is pending.

The Chief is the decision maker on all aspects for temporary light duty assignment and his decision is based on the availability of an appropriate assignment, the physical limitations of the officer as documented by medical opinion and the officer's knowledge, skills and ability. All decisions regarding temporary light duty are made by the Chief. While every effort shall be made to assign officers to a position consistent with their, rank and pay classifications, an officer may be assigned to an alternate position designated for personnel of lower rank or pay classification. It



is understood by the parties that this is not intended to alter the employees rate of pay.

### ARTICLE 35 UNION SECURITY

Section 1. All employees are members of Council 4, AFSCME, AFL-CIO upon the effective date of this agreement.

All new employees shall become members of Council 4, AFSCME, AFL-CIO after the 31<sup>st</sup> day of their employment.

Section 2. The Town agrees to deduct Union dues or agency fee required to be paid pursuant to this article, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be on a form mutually agreed to by the Town and the Union.

Section 3. The Union shall notify the Town sufficiently in advance, so that regular payroll procedures may be followed, of the amount of the dues or agency fee to be charged pursuant to Section 1 of this article.

Section 4.

a) The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Town in reliance upon the union security provisions of this agreement or on the correctness of any dues deduction authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings. If the Union fails to promptly defend such suits or proceedings the Town shall undertake such defense and all costs thereof shall be charged to the Union.

b) The Town shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earning shall be less than the amount authorized for deduction.

### ARTICLE 36 PROMOTIONAL PROCEDURES

Section 1. Promotional examinations will be given for the following ranks when



necessary to fill vacancies within the department when deemed necessary or when a new position in these ranks is created by the Board of Police Commissioners.

Section 2. If all minimum qualifications are met, including but not limited to personnel records, the Board of Police Commissioner shall subject each candidate to a written, and oral or assessment center examination by impartial examiners for the rank of Sergeant Grade B, Lieutenant and Captain. Candidates must pass the written test with a 70% score or higher to be eligible for the oral or assessment center. Candidates must pass the oral assessment center with a score of seventy percent (70%) or higher to be eligible for the next phase of the promotional process. All candidates who successfully pass the written and oral or assessment center examination may be given medical examinations. For those who pass the medical examinations, the result of the combined written and oral or assessment center examinations will result in the issuance of an eligibility list in rank order of those passing the examination. For each position to be filled, the Police Commission and the Chief will interview candidates as necessary and the Police Commission may select any one (1) of the three (3) highest ranking applications remaining on the list at the time each position is filled. Advance to Sergeant Grade A shall be based on achieving a satisfactory rating on department evaluation(s) and an interview with the Board of Police Commissioners.

Section 3. Eligibility requirements to:

Sergeant Grade B Grade A patrol officer with one (1) year in Grade A prior to examination. See Lateral below for exception

Sergeant Grade A Grade B Sergeant with one (1) year in grade, satisfactory rating on his/her evaluation and an interview before the Board of Police Commissioner.

Lieutenant Grade A Sergeant with one (1) year in grade prior to examination.

Captain Lieutenant with one (1) year in grade prior to examination.

Nothing herein contained shall require the promotion to or filling of any positions within the Department.

Lateral Transfers: An employee that received a lateral transfer shall be an officer with the Guilford Police Department for a period not less than four (4) years prior to being eligible for the Sergeant Grade "B" promotional exam.



Section 4. The following procedures shall apply when the Department is filling vacancies by promotional examination.

- a) Promotion shall be based on overall scores obtained as follows:
  - 1) Written exam: Fifty percent (50%)
  - 2) Oral exam or assessment center; Forty percent (40%)
  - 3) Longevity: 10% (as defined in Section 5(a), below).

Section 5.

a) Longevity shall be added to the foregoing result score based on the number of full months of service with the Guilford Police Department as a police officer and applied in a uniform fashion for all candidates, one quarter (1/4) point for each full six (6) months of service provided that a total of ten (10) points for twenty (20) years of service shall represent the maximum seniority points allowed. An officer may obtain his/her grade or relative rank.

b) Written exam will be a generalized exam in all areas of police work.

c) Oral exam/assessment center will be conducted by three (3) or more police officers at least one (1) rank above that for the position being examined. All promotional examinations will be given and compiled by an impartial examiner and no candidate will have any contact with the examiner during the period of the exam, or if the candidate does, then said candidate will be ruled ineligible for consideration.

d.) The examiner will supply the Commission with a list of at least two (2) names above the number of vacancies being filled, where possible. The list will remain in effect for twelve (12) months from the date of acceptance of the list by the Police Commission, except that the Commission may in its discretion extend the list for up to an additional six (6) months. The appointments will be made by the Board of Police Commissioners from the list provided by the examiner. All score components will be given to the examiner. No scores will be given to the Commissioners prior to the final list being issued.

e) Newly promoted employees will be on probation for six (6) months. The six (6) month probation will start from the first date of the promotion to the new rank. During the six (6)



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month probation period the newly appointed employee may elect to revert back to their previous rank, he/she will not lose seniority.

#### **ARTICLE 37 SUPERNUMERARY AND AUXILIARY ACTIVITY**

As of February 29, 2000, language previously appearing in this article concerning supernumerary and auxiliary officers shall be eliminated. However, such elimination shall not preclude the Town through its management rights or under the law from utilizing supernumerary and auxiliary officers.

#### **ARTICLE 38 SAVINGS CLAUSE**

If any article, section or paragraph of this Agreement shall be ruled invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Agreement nor the context in which the article, section or paragraph held invalid may appear, except to the extent that an entire article, section or paragraph may be inseparably concerned in meaning and effect with an article, section or paragraph to which such holding is directly applied.

#### **ARTICLE 39 DURATION**

Section 1. This agreement shall be in force and effect, except as otherwise specifically provided herein, for the period July 1, 2016 through June 30, 2020, subject to the reopener language in Article 19. No provision shall be applied retroactively except where specifically stated.

Section 2. This agreement shall also remain in effect as required by Connecticut General Statutes Section 7-475 until a new agreement has been negotiated and signed or goes into effect by law.

#### **ARTICLE 40 RETIREMENT**

Section 1. The Police Pension Plan (effective date, October 2, 1983) as exclusively set forth in the "Rules and Regulation Governing the Town of Guilford Police Retirement Fund" shall remain in full force and effect, except as it may be amended by mutual agreement of the parties or by operation of law. Only employees hired prior to July 1, 2014, shall be entitled to participate in the Police Pension Plan.



Section 2. The Police Pension Plan as enumerated shall be amended as follows:

a.) Effective July 1, 1986, there shall be a new Section 5.11 added to the Police Pension Plan as follows:

PENSION BENEFIT REVIEW

The Retirement Board shall cause a study to be made by the Plan actuary and prepare a report to the First Selectman for submission to the Board of Selectman every two (2) years commencing with the fiscal year ending June 30, 1986, on the current status of the pension benefits made to all retirees who were previously police employees and the effect of economic conditions on the payment over that period.

The Board of Selectman, after receiving the report referred to in the preceding paragraph, shall have the right in its sole and exclusive discretion to make adjustment in the payments being made to former police employees previously retired under this Plan. The Board of Selectman shall vote on any such proposed adjustment within ninety (90) days from the date of its receipt of the report from the actuary.

b) The assessments upon the regular straight time, and up to twelve (12) hours of police overtime compensation of regular police department members in accordance with Section 9.1 of the Police Pension Plan shall be seven (7%) percent. Effective July 1, 2017, employees shall contribute eight percent (8%) of their straight time wages and up to twelve (12) hours of police overtime. Appropriate changes regarding the increased assessments shall be made to the pension plan language.

c) Effective July 1, 2000, employee contributions to the Police Pension Plan shall be made on a pre-tax basis in accordance with Section 414 (h)(2) of the Internal Revenue Code. It is understood that annual straight-time pay, weekly straight-time pay, and any hourly rate of hours included in the pension compensation base would have to be reduced in conjunction with this change. The Town, the Union, and all individual employees shall cooperate by executing whatever documentation might be required from time to time to implement and maintain this provision.

d) Effective for retirements on and after July 1, 2000, Section 5.1 of the Police Pension



Plan shall be amended to provide that the Normal Retirement Date will be the first day of the month following the earlier of the date on which the Employee a) attains his sixty-fifth (65<sup>th</sup>) birthday, or b) completes twenty (20) years of Credited Service without regard to age. Appropriate changes regarding the amended Normal Retirement Date shall be made to the Pension Plan language.

e) Effective July 1, 2004 police overtime of up to twelve (12) hours per week will be included for pension benefit calculations.

f) Section 1.7 of the Police Pension Plan shall be amended to state that “The term ‘regular members’ shall not include Employees hired on or after July 1, 2014 who shall not be eligible to participate in the Town of Guilford Police Retirement Fund or receive any benefits thereunder. Instead, Employees hired on or after July 1, 2014, shall participate in the Town’s Defined Contribution 401a Plan.”

g) Section 5.3 of the Police Pension Plan shall be amended to add to the current language the following: “Effective July 1, 2014, the multiplier shall increase from two percent (2%) of the Compensation Base of the Employee to two and one quarter percent (2.25%) of the Compensation Base of the Employee.”

Section 3. Notwithstanding the language of the pension agreement regarding re-openers and expiration dates, the Police Retirement Fund shall continue without modifications until June 30, 2024, when it shall be subject to renegotiation. Appropriate changes regarding duration shall be made to the pension agreement.

Section 4. Effective upon the signing of this agreement, Appendix B attached hereto, describes additional benefits available to retiree’s under the Police Retirement Fund and this collective bargaining agreement.

Section 5. Employees hired on or after July 1, 2014 shall participate in the Town’s Defined Contribution 401(a) Plan. The Defined Contribution Plan will follow these guidelines, subject to the language of the Plan itself:

- a. Employees beginning employment with the Town on or after July 1, 2014 will have three percent (3%) of their base salary deducted from each pay period for a



minimum contribution to a Defined Contribution Plan.

- b. Participants may contribute additional amounts in full percentage values up to a total of eight percent (8%) of their base salary each pay period.
- c. The Town will match the participant's contributions, beginning with the minimum contribution of three percent (3%) and up to the maximum contribution of eight percent (8%).
- d. Employee contributions are vested immediately.
- e. Town contributions are vested under the following schedule:

up to one (1) year continuous service:	0%
one (1) year continuous service:	20%
two (2) years continuous service:	40%
three (3) years continuous service:	60%
four (4) years continuous service:	80%
five (5) years continuous service:	100%

Dated at Guilford, Connecticut, this 6<sup>TH</sup> Day of SEPTEMBER, 2016.

TOWN OF GUILFORD

Local 356, Council 4, AFSCME, AFL-CIO

By: [Signature] 9/2/16  
 By: [Signature] 9/6/16

By: [Signature] 9/1/16  
 By: [Signature] 9/1/16



**SCHEDULE A**WAGES EFFECTIVE 7/1/2016 - 6/30/2017

Effective and retroactive to July 1, 2016, wages in effect on June 30, 2016 shall be increased for employees on the payroll as of the date this Agreement is ratified by two and one half percent (2.50 %), as follows:

	<u>HOURLY</u>	<u>ANNUAL</u>
<u>PATROL OFFICERS</u>		
Probationary	\$30.60	\$63,648.00
Grade D Probationary	\$31.41	\$65,332.80
Grade C	\$33.43	\$69,534.40
Grade B	\$34.39	\$71,531.20
Grade A	\$36.75	\$76,440.00
 <u>SERGEANTS</u>		
Sgt. Grade B	\$39.63	\$82,430.40
Sgt. Grade A	\$40.88	\$85,030.40
 <u>LIEUTENANTS</u>	\$46.07	\$95,825.60
 <u>CAPTAINS</u>	\$45.61	\$94,868.80



**SCHEDULE B**WAGES EFFECTIVE 7/1/2017 - 6/30/2018

Effective on July 1, 2017, wages in effect on June 30, 2017 shall be increased for employees on the payroll as of the date this Agreement is ratified by two and one half percent (2.50 %), as follows:

	<u>HOURLY</u>	<u>ANNUAL</u>
<u>PATROL OFFICERS</u>		
Probationary	\$31.37	\$65,249.60
Grade D Probationary	\$32.20	\$66,976.00
Grade C	\$34.27	\$71,281.60
Grade B	\$35.25	\$73,320.00
Grade A	\$37.67	\$78,353.60
 <u>SERGEANTS</u>		
Sgt. Grade B	\$40.62	\$84,489.60
Sgt. Grade A	\$41.90	\$87,152.00
 <u>LIEUTENANTS</u>	\$47.22	\$98,217.60
 <u>CAPTAINS</u>	\$46.75	\$97,240.00



## SCHEDULE C

WAGES EFFECTIVE 7/1/2018 - 6/30/2019

Effective on July 1, 2018, wages in effect on June 30, 2018 shall be increased by two and sixty five hundredths percent (2.65 %), as follows:

	<u>HOURLY</u>	<u>ANNUAL</u>
<u>PATROL OFFICERS</u>		
Probationary	\$32.20	\$66,976.00
Grade D Probationary	\$33.05	\$68,744.00
Grade C	\$35.18	\$73,174.40
Grade B	\$36.18	\$75,254.40
Grade A	\$38.67	\$80,433.60
 <u>SERGEANTS</u>		
Sgt. Grade B	\$41.70	\$86,736.00
Sgt. Grade A	\$43.01	\$89,460.80
 <u>LIEUTENANTS</u>	\$48.48	\$100,838.40
 <u>CAPTAINS</u>	\$47.99	\$99,819.20



**SCHEDULE D**WAGES EFFECTIVE 7/1/2019 - 6/30/2020

Effective on July 1, 2019, wages in effect on June 30, 2019 shall be increased by two and sixty five hundredths percent (2.65 %), as follows:

	<u>HOURLY</u>	<u>ANNUAL</u>
<u>PATROL OFFICERS</u>		
Probationary	\$33.05	\$68,744.00
Grade D Probationary	\$33.93	\$70,574.40
Grade C	\$36.11	\$75,108.80
Grade B	\$37.14	\$77,251.20
Grade A	\$39.69	\$82,555.20
 <u>SERGEANTS</u>		
Sgt. Grade B	\$42.81	\$89,044.80
Sgt. Grade A	\$44.15	\$91,832.00
 <u>LIEUTENANTS</u>	\$49.76	\$103,500.80
 <u>CAPTAINS</u>	\$49.26	\$102,460.80



## APPENDIX A

## Town of Guilford

## Police Department

## Summary

## In-Force Medical Benefits and Plan Costs

Benefit Plan	
Network	Century-Preferred
<b>In-Network Copayments</b>	
Office Visit	\$5
Hospital	\$0
Urgent Care	\$25
Emergency Room	\$25
Outpatient Surgery	\$0
Generic Drugs	\$5
Formulary Brand Drugs	\$15
Non-Formulary Brand Drugs	\$25
Rx Benefit Maximum	Unlimited
<b>Out-of-Network Benefits</b>	
<i>Deductible</i>	
Single	\$200
Two Person	\$400
Family	\$600
Coinsurance	20% after deductible
<i>Out of Pocket Maximum</i>	
Single	\$1,200
Two Person	\$2,400
Family	\$3,000



**APPENDIX B**

Article 3.6 A participant shall be allowed to purchase Credited Service for prior service as a full time, paid sworn police officer with a United States federal, state or local law enforcement agency, provided (1) the break in service between such prior service and the date of application to the Town's Police Department shall not exceed one year, (2) the Credited Service shall be purchased in the same manner as provided for purchasing military service in Section 3.2 (B)(ii), above, to a maximum of three (3) years, and (3) no credit shall be granted for any such prior service with respect to which the Participant has acquired a vested pension right. Notwithstanding the foregoing, Credited Service for Active Military Service shall be governed exclusively by the provisions of section 3.2 above and not by the provisions of this Section 3.6

Article 7.1 For all purposes under this Plan an Employee shall be deemed to be totally and permanently disabled if in the sole opinion of the Pension Committee, due to the physical or mental disability, he will be totally unable to discharge or resume such part of his duties of employment with the Employer or, deemed to be necessary to his satisfactory continued employment by the Employer, provided, however that such disability originated while the Employee was in active service of the Employer and (1) did not arise while engaged in or as a result of having engaged in or as a result of having engaged in illegal or criminal act or act contrary to the best interests of the Employer, or (2) did not result from habitual drunkenness or addiction to narcotics or in a self-inflicted injury while sane or insane, or (3) did not result from voluntary or involuntary service in the armed Service of the United States, any of its allies or any other foreign country which prevents a return to employment with the Employer, and for which Employee receives a military pension. To aid the Committee in determining whether such disability exists, the Committee may require, as a condition precedent to the receipt of any benefits hereunder, that the employee submit to examinations by one or more duly licensed and practicing physicians selected by the Committee.

Side Agreement - Payment of Pension An officer is required to submit his retirement date to the Director of Human Resources in writing a minimum of thirty (30) days prior to that retirement date. The Director of Human resources will calculate forty percent (40%) of the officer's monthly base pay (regular hours not including overtime) and submit that figure to Insurance Programmers, Inc. An initial pension check will be issued on the first day of the month after the retirement date. The notification to Insurance Programmers, Inc. needs to be by the fifteenth (15<sup>th</sup>) day of the month



for a check to be issued on time. After the actual periodic monthly payment has been determined by the Town's actuary, the Director of Human Resources will notify Insurance Programmers, Inc. of that amount and any amount of retroactive payments necessary so that the officer receives the proper amount of Pension Distribution. In no case will the officer receive more than they are entitled to.

Article 1.3

Side Agreement - 2009-2010 Pension Calculation A Retiree who uses fiscal year 2009-2010 as one of the retiree's two best years for purposes of calculating his/her pension (pursuant to Article I, Section 1.3 "Compensation Base" of the Police Retirement Fund) will be treated as if he/she had received a 2.5% general wage increase for years 2009-2010 for the purposes of the pension calculation only. The parties agree that the Town shall amend the Police Retirement fund to provide for this term.

Side Agreement - Retirement Health Benefit Credited Service, as described in the Guilford Police Retirement Fund, including Credited Service for Military Service, shall be included in calculating the number of years of service required for retiree health benefits pursuant to Article XIX, Section 5 of the Collective Bargaining Agreement.