

EMPLOYMENT AGREEMENT

BETWEEN

**THE TOWN OF BLOOMFIELD,
CONNECTICUT**

AND

**THE UNITED PUBLIC SERVICE
EMPLOYEES UNION/COPS**

UNIT #14

JULY 1, 2016 – JUNE 30, 2019

July 1, 2016 to June 30, 2019

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PREAMBLE

This agreement entered into by the Town of Bloomfield, hereinafter referred to as the "Town" and The United Public Service Employees Union/ Cops Unit #14, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Town and the Union: the establishment of equitable peaceful procedures for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE I - RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all police officers, detectives, dispatchers, animal control officers, sergeants and lieutenants.

ARTICLE II - MANAGEMENT RIGHTS

Except that to the extent expressly modified by a specific provision of this agreement, the Town of Bloomfield reserves and retains solely and exclusively all of its rights of authority conferred by the Charter of the Town of Bloomfield, Connecticut, or the Connecticut General Statutes, as such rights existed prior to the execution of this or any other previous agreement with the Union or its predecessor including, but in no way limited to, the direction of its affairs and working forces, and maintaining of discipline and efficiency of employees.

ARTICLE III - UNION SECURITY

Section 1. As a condition of employment all present employees who are members of the Union upon the effective date of this agreement shall remain members for the duration of this agreement; all employees who are not members shall within thirty-one (31st) days after the effective date of this agreement become members of the Union and remain members for the duration of this agreement.

Section 2. All new employees, as a condition of employment, shall become members of the Union on or before their thirty-first (31st) date of employment and remain members for the duration of this agreement.

Section 3. The Town agrees to deduct from the wages of all employees covered herein, who authorize such deductions from their wages, such dues as may be fixed by the Union and allowed by Statutes. The Town will remit a monthly report to the Union with the amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such dues shall continue for the duration of the agreement. The Union agrees that it will indemnify, defend and hold the Town harmless from any and all claims for damages or any and all suits or other causes of

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action against the Town or its agents based upon action by the Town to comply with the provisions of this article. Any action requested of the Town by the Union for purposes of enforcing the provisions of this article shall be requested by the Union in writing. In the event an employee receives no pay on a payday in which Union dues are deducted, the deduction(s) shall be made from the next regular pay period.

ARTICLE IV - NO STRIKE OR SLOW DOWN OR SICK OUT

The Union and the Town recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Town subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the operation of the department. The Union, therefore, agrees that there shall be no strikes, work stoppages, or other concerted efforts to hamper operations of the Police Department, by employees covered by this agreement.

Subject to the above however, the Union shall be permitted to engage in peaceful and orderly picketing.

ARTICLE V - EMPLOYEE RIGHTS AND REPRESENTATION

Employees have, and shall be protected in the exercise of, the right without fear of penalty or reprisal, to join and assist the Union. Freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative.

ARTICLE VI - UNION BUSINESS LEAVE

Section 1. The three members of the Union negotiating committee and its alternate member shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of an agreement when such members are scheduled to be on duty.

- a) It is agreed that should any negotiating session take five (5) or more hours and a member or members of the negotiating committee and its alternate member are required to remain at

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such a long bargaining session, and are scheduled to work the A Shift, they shall be excused from work on the A Shift.

Section 2. Three members of the Union Bargaining unit shall be granted leave from duty with full pay for all meetings between the Town and Union for the purposes of processing grievances and municipal prohibited practices.

Section 3. The three members of the Union Bargaining Unit described above in Section 2 who will be granted leave to process grievances and municipal prohibited practices, shall have such leave limited to situations that progressed to Section 3 of Article XX of this agreement. Any grievance or municipal prohibitive practice (M.P.P.) that falls within the realm of either Section 1 or Section 2 of Article XX will allow only one member of the Union Bargaining Unit to be granted leave.

Section 4. Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business such as attending Union meetings, conventions and educational conferences. One officer or more per shift may be granted such leave at the same time. During any fiscal year, no more than a total of ten (10) days for all members shall be granted for such purposes. Such leave shall be contingent upon a written request by the member(s) two (2) weeks in advance of the requested leave dates. If circumstances do not allow two (2) weeks' notice, such leave will be granted with the approval of the Chief of Police.

ARTICLE VII -- WORK WEEK AND OVERTIME

Section 1. Regular Work Period. The regular work period shall consist of an average of forty (40) scheduled hours over a seven (7) day period. This does not apply to members attending service schools or a Police Academy.

Section 2. Work Week. The work week shall be five (5) consecutive eight (8) hour work days and the current swing shift for dispatchers, unless alternate working schedules are mutually agreed upon between the Union Executive Board and the Chief of Police, and providing that days off are consecutive. Consecutive days off shall be specifically excluded from schedule changeover time.

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Section 3. Pay Period. It is understood that the normal work week begins on Sunday and ends on Saturday, that a pay period is a two week period as established by the Town, and that consideration for overtime will be computed at the time in excess of forty (40) scheduled hours in any seven (7) day period.

Section 4. Overtime Computation. Overtime shall be computed to the next nearest one-quarter hour.

Section 5. Compensatory Time. Employees may state a preference in payment for overtime by either monetary reimbursement or accrual of compensatory time, for overtime earned as the result of department-generated overtime. No employee may accrue more than one hundred twenty (120) hours at one time without specific permission of the Chief of Police.

Section 6. Overtime Rate. All employees covered by this contract shall be compensated for all overtime at the rate of time and one-half of their regular pay for all hours in excess of forty (40) scheduled hours in a seven (7) day period, changeover time exempted, except that employees shall be compensated at the rate of two times any such employee's then regular pay for work on Christmas Day and New Year's Day.

Section 7. Leave without Pay. In the event that an employee does not have accrued time, including sick time, compensatory time, perfect attendance time, personal time, or vacation time and that employee is permitted to take time off, the hours taken will be docked from his/her regular pay and will impact his/her ability to earn overtime as specified in Section 3 of this article.

- a) An employee who is suspended without pay or on leave without pay status is not eligible for overtime or accrual of perfect attendance time during that period.
- b) An employee who is on sick leave is not eligible for voluntary overtime for a twenty-four (24) hour period, beginning eight (8) hours immediately prior to and eight (8) hours immediately after his/her regularly scheduled shift.

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Section 8. In-Voluntary Overtime. In the event that sufficient personnel do not accept offered overtime on a voluntary basis or in the event of an emergency situation where time is of the essence in executing overtime work, such additional personnel as are deemed necessary by the Town will be required to work and will be compensated at their overtime rate.

- a) The Union agrees that it will in no way discourage or attempt to discourage any member of the bargaining unit from accepting voluntary overtime.

Section 9. Overtime Call-In/Shift Hold Over. Employees called back to work shall be paid a minimum of four (4) hours at their overtime rate; however, employees who are called in within two (2) hours of the start of their shift will be paid a minimum of two (2) hours at their overtime rate. Employees held over will be paid for time worked. Travel time is excluded from compensation calculations.

Section 10. Departmental Meetings.

- a) There may be a maximum of three (3) department meetings during the calendar year called by the Chief of Police or his/her authorized designee. The town shall provide at least two (2) weeks' notice of any such meeting.

b) At those department meetings in subsection (a), compensation will be paid at one and one half (1½) of the individual's hourly rate for the actual hours of the meeting for those individuals called in from non-duty time for the meeting.

- c) Any other staff meeting shall be at one and one-half (1½) of the individual's rate of pay for persons called in for actual hours spent in meeting.

Section 11. Shift Exchange. Nothing contained herein shall prevent the voluntary exchange of one employee for another to work a shift within a division. Such voluntary substitution or exchange shall not impose additional cost upon the Town and shall be posted on the schedule. Regularly scheduled shift exchanges shall fall within the same pay period. Scheduled overtime exchanges will be granted to those who are eligible, without regard to pay period boundaries.

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Section 12. Modification of Normal Shift. An employee's normal shift shall not be reduced, altered or modified during any fourteen (14) day period in order to eliminate the payment of overtime, provided that the Detective Division and Administrative Services Division need not be staffed at normal levels on paid holidays.

Section 13. Distribution of Voluntary Overtime. A system (standard operating procedure) for the equitable distribution of authorized voluntary, non-emergency overtime shall be created and adhered to by the department. This system will be mutually agreed upon between the Union and the Chief of Police.

Section 14. Error in Administration. In the case of an error in the administration of the voluntary overtime system, the perceived error must be reported and if the error cannot otherwise be corrected, the aggrieved party shall receive two hours of compensatory time. All employees have an affirmative responsibility to immediately report any perceived error to a supervisor, whether they are personally impacted or not. Supervisors, upon learning of the perceived error, have an affirmative responsibility to immediately address the matter. In cases of overtime that occur with little advance notice, the department will endeavor to distribute this overtime on an equal and equitable basis among members of the police department willing to take such assignment.

Section 15. Training/Contract Jobs. Employees who are required to return or hold over for Training will be compensated at one and one half (1½) of the employee's regular rate for a minimum of two (2) hours. Individuals who are scheduled for training contiguous with their scheduled shift will be paid for the training at one and one half (1½) of the employee's regular rate for hours actually worked. Employees will be compensated at the rate of one and one half (1½), calculated to the nearest quarter hour.

The following are excluded from one and one half (1½) of the employee's rate consideration: contract jobs and any special jobs where special rates of pay are established in this agreement.

Section 16. Court/Administrative Hearings. Employees who may be required to attend court hearings with court officials, administrative officials or administrative hearings for any purpose directly related to their employment as a Bloomfield Police Officer during their off duty hours shall be compensated at one and one-half (1½) the employee's hourly rate of pay for hours actually

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attended. The pay as set forth herein shall in all cases be a four (4) hour minimum, and an eight (8) hour minimum if said employee is not scheduled to work the A, B, or C shift during the twenty-four (24) hour period during which he or she is so called to testify.

ARTICLE VIII – PAY SCHEDULE AND RATES

Section 1. Pay Scale/Step Increases.

For those hired on or after October 19, 2012, the pay scale and step increases are:

Step 1= 80% of top pay

Step 2= 82.5% of top pay

Step 3= 85% of top pay

Step 4= 87.5% of top pay

Step 5= 90% of top pay

Step 6= 92.5% of top pay

Step 7= 95% of top pay

Step 8= 97.5% of top pay

Step 9= 100% of top pay

Detectives = 105% of top Officer's pay

Sergeants = 116% of top Officer's pay

Lieutenants = 125% of top Officer's pay

- a) Police recruits hired after the effective date of this agreement and who are currently CT P.O.S.T. certified and have no less than two (2) full years of Field Patrol experience, may submit a request to the Chief of Police requesting a one time salary increase, by one "Step". Requests may be submitted upon successful conclusion of the Field Training Program, but no later than the next natural "Step" increase date. If the request is approved, the increase will take effect for the remainder of the "Step" period and is not subject to back-pay to any preceding date.
- b) Step increases for employees shall be effective on the employee's anniversary date.

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c) Annual percent raises are as follows: Upon execution - 2.75% (retroactive to July 1, 2016 for employees on the payroll as of execution)

July 1, 2017 = 2.5%

July 1, 2018 = 2.5%

d) Specialty Position Detectives will be paid at the detective rate of pay for the duration of their tenure in those respective divisions and will be returned to their appropriate rate of pay upon the completion of the assignment or re-assignment.

e) Upon execution, a one-time signing bonus in the amount of \$400.00 (four hundred dollars), will be paid to each member after the effective date of this contract. This amount will be paid by separate check and will be issued no later than thirty (30) days after the effective date of this contract. Employees can choose to direct some or all of the \$400 into their HSA.

Section 2. Cancellation of Contract Job. If a contract job is canceled and the information is not passed on to the assigned officer by the Town, that officer shall be compensated with four (4) hours, at straight time pay, with no work assignment. Notice of cancellation shall be considered to be “passed on” if a telephone call is placed to the employee’s residence or to an alternate number provided by the employee, at least four (4) hours prior to the scheduled commencement of the job.

Section 3. Special Job Rates. All voluntary overtime jobs shall be paid at one and one half (1½) the maximum officers’ rate, with the exception of Detectives, Sergeants, and Lieutenants, who will be paid at one and one half (1½) of their actual rate of pay, as follows, unless otherwise stated in this section or elsewhere in the contract:

Five Hours minimum five (5) hours minimum at the rate described above, and hour by hour thereafter, for jobs generated outside the police department.

Contract Jobs four (4) hour minimum,
Over 4 hours – eight (8) hour minimum,
Over 8 hours – twelve (12) hour minimum, and hour by hour thereafter.

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Section 4. Reimbursement for Detectives' expenses. All officers assigned as detectives shall be eligible for reimbursement for approved expenses made in the conduct of their assignments.

Section 5. Tuition Reimbursement. The Town shall provide an education incentive to all employees who wish to actively pursue a college education to benefit their current employment, at a nationally accredited institution, in areas of study approved in advance by the Chief of Police, up to and including the achievement of a Master Degree.

- a) Reimbursement shall be at the rate of 80% reimbursement of tuition per semester, up to nine (9) credit hours per semester, based upon the cost of credit hours at the University of Connecticut, Storrs campus.

- c) Personnel receiving bonuses due to the prior contract (2000-2005; those employed prior to 1995) will continue to receive, and remain at, their current yearly bonuses.

- d) Unless exempt by subsection b of this section, if otherwise qualified under this section, an employee will receive a one-time, lump sum *Degree Bonus* upon proof of completion and receipt of a diploma, on the following schedule:
 - Associates Degree = \$450.00
 - Bachelors Degree = \$650.00
 - Masters Degree = \$850.00

Section 6. Longevity. The Town shall pay a longevity bonus to all employees, for years of continuous service with the Bloomfield Police Department, on the following schedule.

Five (5) full years of service \$400 per year
 Ten (10) full years of service..... \$600 per year
 Fifteen (15) full years of service.... \$900 per year
 Twenty (20) full years of service... \$1,050 per year

- a) The longevity bonus will be made in one lump sum as part of the employee's regular pay check, the pay period following the employee's anniversary date of hire, providing the employee is an active employee on his/her anniversary date.

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b) No longevity bonus will be paid to employees hired on or after October 19, 2012.

ARTICLE IX - SICK LEAVE

For the purposes of this section, "sick leave benefits" shall mean receipt of regular base pay when absence from work is caused by personal illness, non-compensable bodily injury or disease and for absence because of enforced quarantine.

Section 1. Accrual. Each employee shall be entitled to earn sick leave benefits at the rate of one and one-quarter (1¼) days per month during the term of this contract, and such sick leave may accumulate without a maximum. One day shall mean eight (8) hours for those assigned to the 8-hour day, 5 day week; and one day shall mean ten (10) hours for those assigned to the 10 hour day, 4 day week. Sick leave shall continue to accumulate during workers' compensation leave, vacation time and sick leave, but shall not accumulate during suspension for cause or for unpaid leave of absence.

Section 2. Workers' Compensation. No sick leave shall be charged for injuries sustained in the line of duty.

Section 3. Doctor's Certificate. The employee may be required to furnish a doctor's certificate to substantiate the sick leave if the employee has been under the care of a physician during his/her illness or if he/she is absent for three (3) or more working days. The Chief of Police may require a doctor's certificate from any employee when the employee's attendance record indicates possible abuse of sick leave.

Section 4. Sick Leave for Family Members. Sick leave or any other accumulated time may be allowed for illness in the family requiring the personal attention of an employee that qualifies for FMLA.

Section 5. Medical Appointments During Scheduled Work Hours. Sick leave will not be charged if an employee requires a medical appointment during the tour of duty, and authorization is granted by the shift commander. See Appendix I, Bloomfield Police Department Departmental Directive 15-001.

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Section 6. Maximum Accrual/Payout of Sick Leave. Sick leave may accumulate without a maximum. Upon death, thirty (30) days accrued sick leave shall be converted into cash and shall be paid to the employee or beneficiary of the employee. Dismissal, under Article XXI, shall result in forfeiture of all accrued sick leave.

- a) Bargaining unit employees hired on or after July 1, 1995 shall be paid for unused sick leave upon resignation in accordance with the retirement schedule.

Section 7. Recordkeeping. The employer shall maintain an accurate and up to date record of each employee's sick leave.

Section 8. Perfect Attendance.

- a) Each employee shall be entitled to one-half (1/2) day off for each period of forty (40) consecutive days of perfect attendance without any time missed from work because of illness, lateness for work, or suspension. Any employee who has perfect attendance for any full year shall be given one (1) extra day off with pay.
- b) Employees hired prior to October 19, 2012 may accumulate a maximum of twenty (20) perfect attendance days which upon termination, retirement or death shall be payable at the rate of one (1) day's pay for each day of perfect attendance, rounded off to the next higher number for fractional days.
- c) Employees hired on or after October 19, 2012 may accumulate a maximum of fifteen (15) perfect attendance days which upon termination, retirement or death shall be payable at the rate of one (1) day's pay for each day of perfect attendance, rounded off to the next higher number for fractional days.

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ARTICLE X - EMPLOYEE GROUP INSURANCE

The Town agrees to provide the following insurance benefits for employees and enrolled dependents as follows:

Section 1. Medical. The current Anthem Blue Cross Blue Shield Century Preferred or equivalent coverage. In addition, if implemented no later than February 1, 2017, the Town shall provide a HDHP plan with a Health Savings Account (“HSA”) or equivalent coverage. There will be a \$2,000 deductible for individual coverage and a \$4,000 deductible for coverage for a single plus one or family coverage. The Town will contribute 50% of the applicable deductible in a lump sum no later than February 10, 2017 and thereafter within the first 10 days of each fiscal year; employees are responsible for the remaining 50% of the deductible. Bargaining unit members and their eligible dependents may enroll, on an annual basis in this plan. If a newly hired employee chooses to enroll in the HDHP, (s)he will be reimbursed in accordance with a Health Reimbursement Arrangement (HRA) up to 50% of the applicable deductible for the fiscal year in which (s)he begins employment; in each fiscal year thereafter, the employee may enroll in a HSA. The Town will pay the fee charged for the HSA for a period of twelve consecutive months, February 2017 through January 2018. See Appendix II, PPO and HDHP Plan Summaries.

Section 2. Dental. Anthem Blue Cross Blue Shield Full Service Dental Plan with Flex plan. (Diagnostic/Preventive Benefits from Full Dental – 100%, Basic - Benefits from Rider A - 80%, Additional Benefits – Benefits from B & C – 80%, Orthodontics – 50% to \$1,000 life time Maximum for children to age 26)

Section 3. Vision. Anthem Blue Cross Blue Shield Vision Rider

Section 4. Life Insurance. Life Insurance policy will be funded on the basis of double the base salary rounded to the nearest \$1,000.00.

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Section 5. Premium Share. The employee premium share is:

| | |
|------------------|-----------|
| February 1, 2017 | PPO - 17% |
| | HSA – 12% |
| July 01, 2017 | PPO - 19% |
| | HSA – 13% |
| July 01, 2018 | PPO - 21% |
| | HSA – 14% |

Section 6. Retiree Medical. Medical Insurance for retiree's will be governed by the provisions set forth in the Retirement Contract.

- a) For employees who retired before 6/30/1989, the Town will continue to pay fifty percent (50%) of the retiree's premium and fifty percent (50%) of the additional cost of dependent coverage and the retiree shall pay the rest.
- b) Employees hired after December 30, 2014 will have 3.5% deducted from their gross paycheck each pay period to be put into a Town fund used for retiree medical coverage (3% plus .5% for Medicare insurance). Employees hired after ratification and approval of this Agreement that expires on July 30, 2019 will have 4% deducted from their gross paycheck each pay period to be put into a Town fund used for retiree medical coverage (3.5% plus .5% for Medicare insurance).

Section 7. Insurance Carrier. The Town may, at its discretion, change the identity of insurance carriers provided that there is no reduction in insurance coverage available to bargaining unit members as a result thereof. Questions concerning whether or not a change from one carrier to another represents a continuation of existing coverage or a reduction in such coverage shall be subject to the grievance and arbitration procedures of this agreement and any arbitration shall take place before an arbitrator with knowledge and experience of the insurance industry.

Section 8. In-Lieu Of. The Town of Bloomfield will offer an option to those who have the ability to obtain health insurance coverage from another source. For those who opt out of the Town's health and dental insurance plan, the Town will credit the employee the sum of \$3000.00

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(three thousand dollars). For those who opt out of the medical coverage only, the Town will credit the employee the sum of \$2600.00 (twenty six hundred dollars). The credits will be paid to the employee in the same manner as deductions into the plan are made for other employees and will show as additional compensation of approximately \$115.39 (one hundred fifteen dollars and thirty nine cents) or \$100.00 (one hundred dollars) respectively per bi-weekly pay period. To take advantage of this provision, proof of coverage must be provided to the Town of Bloomfield. A bargaining unit member will not receive an opt out payment if his/her spouse or a retiree is an employee of the Town of Bloomfield or the Bloomfield Board of Education and (s)he is eligible for insurance benefits.

Section 9. Long-Term Disability. The Town will maintain a LTD (Long Term Disability) insurance plan for union members (not applicable to dependents) that are: Profession Based, 66.67% up to a monthly maximum of \$5,000.

Section 10. Wellness Program. The Town will provide a Wellness Program. Compliance with the program for participants in the PPO will result in up to two (2) gift cards of \$50.00. Compliance with the program for participants in the HDHP will result in up to two (2) deposits of \$125 into the employee’s HSA account. See Appendix III.

ARTICLE XI - VACATION

Section 1. Vacation Schedule. Employees will be granted vacation benefits as follows:

| <u>YEARS OF CONTINUOUS SERVICE</u> | <u>VACATION TIME EARNED</u> |
|------------------------------------|-----------------------------|
| six month anniversary | 40 hours |
| one year anniversary | 40 hours |
| two year anniversary | 80 hours |
| five year anniversary | 120 hours |
| ten year anniversary | 160 hours |
| fifteen year anniversary | 200 hours |
| twenty year anniversary | 240 hours |

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Section 2. Carry-Over. Employees may carry over accrued vacation time equal to two (2) times their annual accrual rate each year. No more than ten (10) days can be taken at one time without prior approval of the Chief of Police or his/her designee. The approval may not be arbitrarily or capriciously denied. Vacation time for part time employees shall be pro-rated.

Section 3. Use of Time. Vacation time may, at the employee's option, be taken a day at a time, if the employee gives prior notification of his/her intent and gains the approval of the Shift Commander.

Section 4. Payout of Accrued Vacation. Upon death, resignation or retirement, accrued vacation time shall be converted into cash and paid to the employee or his/her beneficiary. Dismissal, under Article XXI, shall result in the forfeiture of all accrued vacation days.

Section 5. Bargaining unit employees resigning or retiring will be paid for accrued but unused vacation leave.

ARTICLE XII - WORKERS' COMPENSATION

Employees covered by this agreement will come under the terms of the Workers' Compensation Act for injury incurred in the line of duty and will be retained on the regular payroll status for twenty-four (24) months. "Regular payroll status" includes all time in which an employee is unable to return to full duty status. The twenty-four (24) month period starts on the date of the compensable injury. The Town shall have the right to demand an examination every three (3) months of said employee, and the employee so injured shall be required to have his/her own compensation doctor furnish to the Town a statement indicating that he/she cannot return to work in the medical opinion of the said doctor. It is further agreed that in the event that said employee can return to work in a limited capacity, he/she may return to work, once certified by his/her compensation doctor and/or the doctor for the Town. In the event that any employee shall fail to furnish the certificates as specified above, or shall fail to submit to the quarterly examinations which the Town may require, then and in that event, that employee shall lose any additional Workers' Compensation benefits to be paid by the Town and shall be limited in his/her recovery to only those benefits payable under the Workers Compensation Act.

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In the event that an employee is involved in a suit with a third party relative to a compensable injury, written notice of such suit shall be furnished to the Town Manager through the Police Chief.

The method of payment shall be: An employee, out on job related injury time, will continue to receive his/her regular paycheck. After the claim is processed, and the insurance check is issued, the Town will adjust future payroll to accommodate the amount of the insurance check. Thus, the employee receives uninterrupted pay and the benefit of the tax free Workers' Compensation amount. Any Workers' Compensation benefits for lump sum awards are excluded from this section.

ARTICLE XIII – HOLIDAYS/ PERSONAL TIME

Section 1. Holiday Schedule. Each employee shall receive the following twelve (12) paid holidays during the fiscal year:

| | |
|------------------------|----------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Day following Thanksgiving |
| Memorial Day | Christmas |

Section 2. Personal Time. On July 1st of every year, forty (40) hours of Personal Time shall be credited to each employee. Personal time shall be granted if such request is made no less than six (6) hours in advance of the requesting employee's next scheduled shift, unless the following exceptions exist: (1) Days may not be taken consecutively, (2) No greater than two (2) personnel may be granted personal time per day, per shift/assignment, (3) Discretionary time-off has been restricted for the requested shift, or (4) An emergency situation exists or is reasonably anticipated to exist. Personal time is not cumulative, cannot be applied to the next fiscal period, and is prorated for new personnel hired after July 1st of each year according to the following schedule:

| | |
|-----------------------------|----------|
| July, August, September | 40 hours |
| October, November, December | 30 hours |
| January, February, March | 20 hours |
| April, May, June | 10 hours |

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Section 3. Holiday Pay Rate. An employee working on a holiday shall receive his/her holiday pay plus regular pay at the rate of one and one-half (1½) times the current salary of said employee, except when an employee works on Christmas Day or New Year's Day, in which case he/she shall receive his/her holiday pay plus regular pay at the rate of two (2) times the current salary of said employee.

- a. Animal Control Officer will not work holidays unless ordered to do so.

Section 4. Holiday Pay Period. For the purpose of Holidays, the pay period will be by shift starting with the beginning of the Midnight Shift (for example, 2230, 2245, 2300, or 0000 hours or any time within that period) to the end of the Evening shift, covering a 24 hour period.

Section 5. Holiday During Sick Leave/Vacation. When a holiday falls during any period of an employee's paid sick leave or vacation, it shall not be charged against vacation or sick leave, but charged as a holiday.

Section 6. Specially Declared Holidays/Days of Mourning. In addition to those holidays enumerated in Section 1 of this article, holidays shall include any specially declared holidays or days of mourning, insofar as they are so declared by the President of the United States, the Governor of the State of Connecticut, Mayor or Town Manager of the Town of Bloomfield, Connecticut, if such declaration provides other Town employees a holiday. Weather and/or related emergencies are excluded.

Section 7. Adequate Coverage. If there is adequate coverage in the opinion of the Chief or his/her designee, employees may elect or may be required to take a holiday off when they are scheduled to work on that holiday.

Section 8. Forfeiture of Unused Holidays. Dismissal, under Article XXI, shall result in the forfeiture of all unused holidays or personal holidays.

ARTICLE XIV - FUNERAL LEAVE

Section 1. Amount of Leave. An employee shall be allowed five (5) scheduled working days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection with it.

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Section 2. Immediate Family. Immediate family, as used in Section 1 above, shall include spouse, child, mother, father, brothers, sisters, step-child, step-parent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, legal ward, brother-in-law, sister-in-law, aunt, uncle or with the approval of the Chief or his/her designee, another person living in the household.

Section 3. Leave for Other Than Immediate Family. An employee shall be allowed one (1) day off with pay to attend a funeral where a death of a person in the employee's family, other than his/her immediate family, occurs.

ARTICLE XV - PROMOTIONS

Section 1. Compliance with Town Charter. All promotions shall be filled and made pursuant to the Bloomfield Town Charter and Personnel Rules and Regulations and the laws of the State of Connecticut.

Section 2. Detective Positions. Promotions to the rank of Detective, Sergeant, and Lieutenant shall be made on a competitive basis.

a) Three (3) Permanent Detective positions will be established and filled in accordance with the promotional process set forth in this contract.

b) One (1) additional position may be filled within the Detective Unit in accordance with the Special Assignment Selection Process, and for which selected personnel will receive the Detective rate of pay for only that time they are actually assigned to the Detective Unit in a full time, temporary capacity.

Section 3. Administration of Examinations. All phases of all police promotional examinations will be administered for the Town of Bloomfield by the Town of Bloomfield Human Resources Department.

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Section 4. Qualifications for Promotions. In order to qualify for promotion to Sergeant or Detective, the applicant must have a minimum of four (4) full years as a Police Officer with two (2) full years as a Bloomfield Police Officer. In order to qualify for promotion to Lieutenant, the applicant must have a minimum of five (5) full years as a Police Officer with three (3) full years as a Bloomfield Police Officer and two (2) of the three (3) years as a Bloomfield Police Officer at the rank of Sergeant.

- a) Proper notice of a forthcoming promotional process will be posted at an appropriate place within the police department, no less than fourteen (14) days prior to the application closing date.

Section 5. Promotional Process.

- a) Promotional examinations for Sergeant, Detective, and Lieutenant shall include a written test. In addition to the written test the process may also include either an oral panel or assessment center evaluation. The written test, oral panel, and assessment center passing score is 70%.
 - 1) The written test shall weigh at 50% of the total score.
 - 2) The oral or assessment center shall weigh at 50% of the total score.
 - 3) For promotions to Sergeant and Detective, the top twelve (12) candidates will proceed to the next step within the process when more than one testing method is used.
 - 4) Service points shall be added to the overall score at the completion and scoring of the written and oral or assessment center, at a rate of one-half (1/2) point for each full year of service as a Bloomfield Police Officer, to a maximum of five (5) points.
 - 5) If three (3) or less candidates apply for a promotional exam, each candidate will be placed on the eligibility list and proceed to section 8, subsection b.

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Section 6. Eligibility to Proceed in Process. Candidates must successfully pass each section of the promotional process to be eligible to proceed in the process, and/or to qualify for the eligibility list, except as provided in Section 5 of this Article.

Section 7. Ranked List of Eligible Candidates. At the completion of a promotional process, a list will be created based upon the final overall score earned in the process. A ranked list of eligible candidates will be maintained by Human Resources for two (2) years from the date of the process application closing date, or until there are less than three (3) eligible candidates on the list, at which time the list shall expire. The Town shall strive to maintain a list of those candidates eligible for the position of Detective, Sergeant and Lieutenant.

Section 8. Confirmation of Testing Scores/Overall Rank. At the conclusion of a promotional process, each applicant will be mailed a confirmation letter stating his/her testing scores and his/her overall ranking.

a) The Department and Union will be furnished a list of personnel who comprise the eligibility list, according to their final score. As promotional opportunities arise, Human Resources will advise the Department as to which candidates are eligible for an interview.

b) The Chief of Police, with the approval of the Town Manager, maintains the right to promote any person who scores within the top three (3) if one position is open, or within the top four (4) if two positions are open.

c) The Chief of Police or the Town Manager will give a brief written explanation to an employee not promoted in the order he/she appeared on the promotional list, if requested. This explanation is intended to be advisory only.

Section 9. Review of Written Examination. The Town will make every effort to allow the candidates to review their performance on the written exam in all promotional processes.

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Section 10. Temporary Promotions. If a Temporary Promotion becomes necessary, one (1) of the top three (3) highest ranked candidates on the most recent applicable promotional list shall be offered the temporary assignment by the Chief of Police. If an individual elects not to take advantage of this opportunity, the person will be passed without prejudice and the Chief of Police will offer the assignment to one (1) of the two (2) other candidates in the top three (3). If the top three (3) candidates all decline the assignment, the Chief of Police shall offer the assignment at his discretion.

ARTICLE XVI - STABILITY OF AGREEMENT

No amendment, alteration, or variation of the terms of this agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE XVII - RULES AND POST ORDERS

Section 1. Requirement to Provide Copies. The Town agrees to provide to any member of the bargaining unit, upon the specific request of said member, up-to-date copies of all rules, regulations, general orders, and special post orders in force on the effective date of this contract.

Section 2. Posting. Any rules, regulations, general orders or post orders adopted subsequent to the effective date of this contract shall be posted at an appropriate place within headquarters. This posting shall occur within a reasonable time prior to the effective date of such rule, regulation general order or post order.

Section 3. Implementation of New. Prior to implementing any non-emergency new rule, regulation, general order, policy or post order, or changes or amendments thereto, the department will meet and confer with the Union Executive Board before said item becomes effective. When any such rule, regulation, general order, policy or post order conflict with this agreement, this agreement shall supersede. If they conflict with State or Federal Law or regulation, said law or regulation shall supersede.

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ARTICLE XVIII - UNIFORMS AND EQUIPMENT

Section 1. Supply of. The Town shall supply each new employee with mandatory uniforms and equipment.

Section 2. Damaged. All worn-out or damaged clothing and/or equipment including but not limited to personal items such as wrist watches and eye glasses damaged in the line of duty, as well as those items listed in Section 1 will be repaired or replaced at the Town's expense for all employees after inspection and approval by the Chief of Police or his/her designee. Equipment and or personal items (see above) lost in the line of duty will be replaced after an investigation by the Chief or his/her designee. If it is determined that the loss is due to negligence, personnel may be held responsible.

Section 3. Ownership. All uniforms and/or equipment will remain the property of the Town.

Section 4. Cost for Cleaning Uniforms/Clothes. Cleaning of uniforms for uniformed personnel and cleaning of civilian clothing for plain clothes personnel will be provided by the Town.

Section 5. Cost for Change in Required Uniform. Any change of style, type or color of uniform or attire or any change of equipment or accouterment authorized by the Town shall be paid by the Town.

Section 6. Cost for Required Equipment. All flashlights, batteries and any equipment required of members of the department shall be supplied by the Town at no charge to the employee.

Section 7. Reimbursement for Civilian Clothes. Employees assigned to duty in civilian clothes capacity will be eligible for reimbursement of clothing expenses in an amount up to \$1,000.00 per fiscal year. This does not apply to light duty assignments. Clothing must be approved by the Division Commander in accordance with General Order 2-32 and original receipts must be submitted for reimbursement.

Section 8. Exemption from Clothing Allowance. Specifically exempt from any consideration of clothing allowance as specified in Section 7 will be attendance at any Police School.

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Section 9. Patrol Cars. The Town agrees to provide properly maintained and serviced patrol cars. The responsibility for bringing any mechanical or operational problem with said motor vehicle to the attention of the Shift Commander, which problem may occur between regular service stops (including but not limited to condition of tires), shall be upon the employee operating said vehicle. Any problem that could have been discovered by an employee on a previous shift and not reported, which problem results in the inability to use said vehicle by the next subsequent shift, may be cause for disciplinary action.

ARTICLE XIX - PROBATIONARY PERIODS

Section 1. Police Officer. There shall be a one (1) year probationary period for all sworn police officers from the date of successful completion of instruction required by the Bloomfield Police Department's Field Training Program. The Town will not hire new police officer candidates until they determine the employee's potential beginning training date at a Connecticut Certified Police Training Academy.

Section 2. Animal Control Officer. The Animal Control Officer shall serve a probationary period of one (1) year from the date of hiring.

Section 3. Promotions. There shall be a six (6) month probationary period for employees promoted to a new rank.

Section 4. Dispatcher. Dispatchers will serve a probationary period of one (1) year from the completion of the training program.

ARTICLE XX - GRIEVANCE PROCEDURE AND ARBITRATION

Any grievance or dispute which may arise between a member of the bargaining unit and/or the Union and Management concerning the application, meaning, interpretation of this agreement, or any questions of favoritism or equal application of the rules and regulations, unless excluded from this agreement by virtue of the management rights provision hereof, shall be settled in the following manner:

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Section 1. Definitions. A grievance is defined as a written claim filed by a member of the bargaining unit and/or the Union concerning the application, meaning or interpretation of any article or section of this agreement, unless specifically excluded by virtue of the management rights provision set forth elsewhere in this agreement. "Business Days" are Monday through Friday.

- a) Step I. All grievances, after the member first attempts to remedy his/her concern at the lowest possible level and preferably with the direct supervisor involved, in order to be valid must be filed in writing and submitted to the Chief of Police or his/her designee, within thirty (30) calendar days of the date of the action which prompts the grievance. Said grievant must set forth the article and sections of this agreement claimed to have been violated, together with a brief summary of the alleged violation and the relief requested.
- b) The Chief of Police shall answer the grievance in writing within ten (10) business days from its receipt, unless an extension is mutually agreed upon.

Section 2. Step II. If the employee or the Union is not satisfied with the decision rendered by the Chief of Police it may be submitted in writing to the Town Manager within ten (10) business days. The Town Manager shall render his/her decision in writing within ten (10) business days.

Section 3. Arbitration. If the Union is not satisfied with the decision rendered by the Town Manager, the Union shall have the right to submit the grievance to Arbitration to the State Board of Mediation and Arbitration within ten (10) business days after receipt of the written decision of the Town Manager. The Union shall also have the right to utilize mediation services of the State Board of Mediation and Arbitration. A request for mediation must be filed with the board by the Union simultaneously with the demand for arbitration. It is understood that mediation should be utilized in an effort to resolve the grievance while the arbitration is awaiting hearing. The decision of the Board shall be final and binding on both parties, subject only to court appeal of the decision. Said Board shall not have the authority to change, modify, or otherwise amend this agreement.

Section 4. Grievance Submitted At Next Higher Level. Any grievance concerning the specific person who is charged in the said grievance shall commence at the next higher level of the grievance procedure.

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Section 5. Copies of Reprimands. Copies of all reprimands or accusative letters shall be given to the member if placed in the personnel file. This shall include all evaluations by superior officers.

Section 6. Opportunity to Respond. No memoranda of verbal reprimand, written reprimand or accusative letters shall be issued or placed in a member's personnel file without prior notice to the member and an opportunity for the member to respond in writing.

Section 7. Complaints of Discrimination. Union members shall not be discriminated against. Except as set forth below, complaints of discrimination shall be subject to the grievance procedure set forth in this agreement. The Town shall render its decision along with a full copy of the investigation to the complainant within fourteen (14) days. The agreement shall be construed as requiring Town officials to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

A claim of discrimination that can be brought before the CHRO and/or the EEOC may be processed up to the step of the grievance procedure in which a decision is made by the Town Manager. However, said claim shall not be processed to arbitration. Rather, the employee can choose, at any time, to file a claim with the CHRO and/or the EEOC.

ARTICLE XXI- DISCIPLINARY ACTION

Section 1. Pre-Disciplinary Hearings. Except as hereinafter provided, no non-probationary employee shall be dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined without just cause, prior notice of the charges and an opportunity for a pre-disciplinary hearing thereon. In those cases where an employee is subject to termination, dismissal, demotion or a suspension of greater than five (5) working days said employee shall be provided with an opportunity for a hearing thereon. The Town shall promptly furnish the employee with the written notice containing the time, place and location of the hearing and a statement of the charges against the employee. Such notice shall be furnished to the employee no less than five (5) business days prior to the date of the hearing and shall be either personally delivered to the employee or sent by certified mail, return receipt requested, to the employee's last known address. A copy of such notice shall be sent to the Union. The disciplinary hearing may be waived by mutual agreement.

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- a) The Town Manager shall preside over such hearing, shall receive evidence and shall render a final written decision on such charges, including the action, if any, to be taken against the employee, within ten (10) business days following the close of evidence and the filing of documents and/or briefs in such proceedings.
- b) At such hearing, the employee shall have the right and choice of representation, all witnesses shall be sworn, and any oral or documentary evidence may be received, but the presiding official may exclude irrelevant, immaterial or unduly repetitious evidence and may sequester witnesses. At such hearing, opportunity shall be afforded all parties to present evidence, cross-examine witnesses and make argument on all issues involved. The use of mechanical recording equipment approved by the presiding official, or a qualified court stenographer, shall be permitted at the option and expense of the Town or the employee involved depending on who requests same.
- c) Such hearings shall be closed to the public, including the press, unless such employee or the Town shall request that it be an open hearing.
- c) The final written decision by the presiding official may be grieved in accordance with Article XXI of this agreement.

Section 2. Rescheduling Hearings. The Town or the Union, for good reason, shall have and enjoy the right of rescheduling the pre-disciplinary hearing or hearing date, as reference above. Such pre-disciplinary hearing or hearing, as referenced above, may be continued for a maximum of five (5) business days or to a date set by mutual agreement.

Section 3. Civilian Complaints. Whenever a civilian complaint is made against a member or group of members of the department relating to his/her or their conduct as an officer, or the manner in which such officer discharges his/her duties, and such complaint results in a formal hearing or formal inquiry, said member shall be entitled to be represented by, if he/she so desires an attorney of his/her own choice and for which attorney he shall be responsible for payment if the Union signs a waiver allowing the attorney to represent the employee in its place.

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Section 4. Informal Investigations. It is expressly understood by the Union and the Town that the provisions of Sections 1 and 3 of this article specifically exclude the informal demand or request by the Chief or his/her designee for a full report of all facts pertaining to the specific incident from the member about whom said complaint or accusation has been made when such request or demand by the Chief is for the purpose of fact gathering or information which will allow the Chief or his/her designee to determine whether or not said inquiry shall be carried to a more formal level. The Union agrees that its members will cooperate with informal investigations. Union members who are the subject of an investigation shall enjoy all their rights provided to them by the Constitution of the United States and the Constitution of the State of Connecticut.

Section 5. Right to Grieve. Nothing herein shall be construed to limit a member from grieving, in accordance with said Article XX, any other disciplinary action taken by the Town against such employee.

Section 6. Remedy by Hearing Authority. Any employee who has been disciplined or discharged and is subsequently exonerated shall be entitled to an appropriate remedy as determined by the hearing authority which may include reinstatement with or without back pay.

ARTICLE XXII -SAFETY AND HEALTH

Section 1. Cooperation. The Town and the Union shall cooperate fully in matters of safety, health and sanitation affecting employees.

Section 2. Inclement Weather. The Town recognizes that long exposures to inclement weather might be injurious to employees' health, and will, where practical, accomplish adequate relief for those employees so exposed.

Section 3. Union/Management Committee. It is the express intent of the parties to this contract to secure a working environment within which the efficiency and safety of the police department and the Town are optimum. In this regard, there shall be created a Union/Management Committee which shall meet at the request of either party as necessary to discuss problems relating to any area

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of the operation of the police department, including but not limited to health, safety, morale, and potential grievances. In no event shall this provision supersede, replace or alter the grievance procedures set forth in this contract.

Section 4. Arrest Warrants. No less than two (2) sworn Bloomfield officers shall be sent to serve an arrest warrant outside of Hartford County.

ARTICLE XXIII - GENERAL PROVISIONS

Section 1. Insurance Against False Arrest Suits. The Town shall insure each member of the bargaining unit against false arrest suits, on or off duty, but only while acting as a police officer. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut. Each employee shall be protected to a minimum sum of \$1,000,000 each incident/\$1,000,000 aggregate dollars. Each employee agrees to abide by the terms of said policy. The Town shall fund the premiums of this insurance policy.

Section 2. Seniority Computation. Seniority of employees shall be computed according to continuous service in each rank. For employees hired prior to 7/01/2000, seniority shall be computed by continuous service in each rank except for an Officer and Animal Control Officer, where seniority shall be computed according to continuous service from the date of the original employment by the Town; provided, however, as to any employee whose employment is interrupted for active service in the Armed Forces of the United States, such service shall be considered part of said employee's continuous service. Prior service with the Town of Bloomfield in some other department, or some other police department of another city or town, or Police Auxiliary time, shall not be considered in determining employee's seniority with the police department.

a) Seniority Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other paid leave.

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b) Seniority-Dismissal/Layoff. Seniority shall be broken when a police officer is dismissed for just cause, resigns his/her employment, is laid off in excess of two (2) years and one (1) day or fails to report without justifiable cause upon receiving a recall notice or upon conclusion of authorized leave.

c) Master Seniority List. A master seniority list shall be established by the Human Resources Department comprised of all members of the police department, which shall be maintained at all times on a current basis. This list shall be posted each year from July 1st until July 31st in a conspicuous place at headquarters. Objections to the seniority list shall be reported to the Chief of Police within sixty (60) days of posting.

d) Order of Layoff. In the event of a layoff, the employee with the most recent date of hire shall be laid off first, regardless of his/her assignment. An employee in a laid off position may bump another employee with a more recent date of hire in an equal or lower classification. Whenever an employee may be laid off, such employee shall have the opportunity of returning to his/her former position or rank before any new person is employed. For the purpose of this section, rank shall not prevail.

e) Seniority-Date of Hire. Application: In the event of a dispute concerning layoff or recall not covered by the terms of this agreement, all other things being equal, date of hire shall prevail.

f) Recall Rights. Employees who are laid off under this article shall have recall rights as follows:

- 1) For a period of two (2) years and one (1) day, the affected employee shall have the right to be recalled to the rank from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower rank.

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2) Employees who are bumped to a lower rank shall have recall rights to their former rank. When an employee is bumped to a lower rank, he/she shall be placed on the appropriate pay scale and step that represents the least reduction in pay to the employee.

3) No person shall be newly employed, either full time or part time, until all persons on the recall list have been notified by certified mail and such persons either are offered re-employment or decline such employment offer. An employee who declines an offer of re-employment in the same rank as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment.

g) Work Performed by Non Bargaining Unit Employees. In the event of a layoff, no non-bargaining unit employees will be used to perform police work normally performed by members of the bargaining unit.

h) Maintenance of Health Insurance. In the event of a layoff, the Town will help maintain current insurance for the employee and family members in accordance with the following schedule: first sixteen (16) weeks - 90% town pay, next ten (10) weeks - 50% town pay. If the laid off employee accepts employment with a new employer who provides a medical insurance package, the former employee must accept the offered package and leave the Town coverage, even if the new coverage is not as good as that formerly provided by the Town. In the weeks in which cost of coverage is shared, failure to pay by the former employee will result in cancellation of coverage.

Section 3. Invalid Contract Provisions. If any article or section of this agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the agreement.

Section 4. Unlawful Discrimination. The Town and Union agree that, in accordance with the provisions of applicable Federal and State law, there shall be no unlawful discrimination against any employee, including discrimination based upon marital status, age, race, creed, religion, color, sex, Union activity or national origin, either by the Town or by the Union or its members.

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Section 5. Copies of Contract. The Town shall give each present employee, and each member subsequently hired, a copy of this contract.

Section 6. Use of Bulletin Board/Meeting Rooms. The Town shall permit the Union to have the reasonable use of the bulletin board located in the police station for the posting of notices concerning Union business and activity. It is agreed that the Town, upon one (1) weeks' notice, will also provide a meeting room, which may be the training room, at least twice per month for meetings of Union members, when such room is available. The Union shall endeavor to give one (1) weeks' notice to the Town for such meetings.

Section 7. Birth or Adoption Leave With Pay. Employees shall be granted five (5) scheduled work days off with pay for a birth or adoption in the immediate family. Immediate in this regard will be construed to mean the employee and/or the employee's spouse.

Section 8. Review of Personnel File. Each employee, upon a request made to the Director of Human Resources, or his/her designee, may review his/her personnel file. The Town agrees that it shall maintain each employee's departmental personnel file in an orderly manner, as up-to-date as possible and with correct information. No document shall be placed in any member's file without his/her knowledge, and if a document is requested by an employee, it may be made public. Said items may be subject to challenge under the grievance procedure. Only one departmental personnel file shall be maintained by the employer and this file shall be open to inspection by the employee. The training portion of the personnel file will be maintained in the training division and shall be open to inspection by the employee.

Section 9. Supervision on Duty. Except in cases of emergency or unusual circumstances, the Town will make every reasonable effort to have a supervisory officer on duty for each shift.

Section 10. Pay Rates-Amount of Service/Step Increases. All members of the various ranks listed in the pay schedule shall be paid at a rate in accordance with the amount of service they have in that particular rank, except that any member advanced or promoted to a higher rank shall be paid the next higher rate of pay, not step, over that which he/she was receiving at the lower rank.

July 1, 2016 to June 30, 2019

Section 11. Masculine vs Feminine Gender. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, the singular shall include the plural/ the plural the singular.

Section 12. Discussions with Media. Neither party to this contract, or any designees, agents or representatives of either shall, before or during the pending of any grievance procedures, discuss the matter with the press or other forms of media, until the grievance is settled, or Article XX, Section 4 of the grievance procedure has been commenced. To the extent that this provision conflicts with Article XXI, Section 1 of this agreement, it shall not, in that specific instance of conflict, be effective.

Section 13. Distribution of Payroll Checks. The town shall distribute payroll checks on a bi-weekly basis. Overtime pay and contract jobs will be included in the bi-weekly check. The checks will be distributed on Thursdays at 0900 hours. In the event a holiday falls on a Thursday payday, the checks will be distributed on the Wednesday before the holiday at 1500 hours.

Section 14. Military. Any employee, who is an active member of the Connecticut National Guard, or a Federal military organization, shall be relieved of his/her duties, upon request, to serve under orders on training duty. The employee will be compensated by the Town, that difference between his/her guard pay or other military pay (as the case may be) and his/her normal police salary. The period of such relief shall include the eighty (80) working hours (for the mandatory two week training period). If an employee's drill weekends fall on his/her regularly scheduled workdays, the employee will be granted the time off at no cost to the employee, limited to one weekend per month. Any such absence shall not be deducted from the employee's accrued time.

July 1, 2016 to June 30, 2019

ARTICLE XXIV – EVALUATIONS AND COUNSELING

Section 1 Members shall receive an annual evaluation, within twenty (20) working days of their anniversary date (at their current rank). The evaluation will be assigned to and prepared by the employee's most direct supervisor. This supervisor will compile input from all supervisors, and upon completion, he/she shall submit the evaluation to his/her immediate supervisor for review and for additional comments.

- a) Evaluations are not to be used for disciplinary purposes; they are to establish goals to develop weaknesses, to expand on strengths and to develop goals for the following year.
- b) An evaluation period begins on a member's anniversary date, at rank, and runs through the day prior to his/her next anniversary date.
- c) The original evaluation will be filed in the employee's personnel file.
- d) The department shall utilize the mutually agreed upon evaluation format and process.

ARTICLE XXV. PHYSICAL FITNESS INCENTIVE & FITNESS FOR DUTY PROGRAM

Section 1. The Chief of Police will meet with the Union President to discuss and come to an agreement on the terms of the Physical Fitness Incentive Program. If the Chief and the Union President are unable to reach an agreement by January 31, 2017, the parties agree that there will be a reopener of this agreement which shall be limited to this sole section. The parties agree further that negotiations pursuant to the aforementioned reopener shall begin on or about February 1, 2017 and shall be subject to the mediation and arbitration provisions provided by the Connecticut Municipal Employee Relations Act.

July 1, 2016 to June 30, 2019

ARTICLE XXVI - DURATION OF AGREEMENT

Section 1 The effective date of the agreement shall be upon execution and the agreement shall remain in force until June 30, 2019.

Section 2 This agreement shall remain in force after that date during negotiations until agreement is reached to amend, modify or supersede this agreement.

In Witness Whereof, the parties hereto have caused this agreement to be signed and dated this

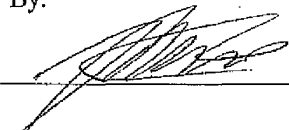
5/27 day of January, 2017.

Local 14, UPSEU

Town of Bloomfield

By:

By:



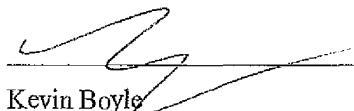


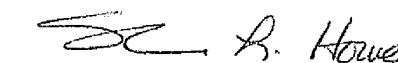
Jason Piccirillo
Union President
Local 14 UPSEU

Philip Schenck, Jr.
Town Manager

Witnessed By:


Witnessed By:





Kevin Boyle
President, UPSEU

APPENDIX I

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--|-----------------------------------------------|--------------------------|
|  | BLOOMFIELD POLICE DEPARTMENT Departmental Directive 15-001 | | EFFECTIVE DATE: 02/19/2015 | EXPIRATION DATE: NONE |
| | <i>Medical Appointments during Work Hours</i> | | | |
| RISK: LOW | DISTRIBUTION: All Personnel | | REVISES: None | |
| CALEA Std.: None | | | BY ORDER OF: Paul Hammick, Chief of Police | |
| This directive is for BPD use only. It is not meant to enlarge the Department's or an employee's criminal or civil liability in any way and should not be construed as creating a higher standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this directive, if proven, can only form the basis for departmental administrative sanctions. | | | | |

From: Paul Hammick

Sent: Wednesday, February 18, 2015 1:22 PM

Subject: Medical appointments During Work hours

I have reviewed the current Bargaining Agreement regarding employee requests to attend medical appointments for non-compensable injury or illness during their tour of duty. Specifically, Article IX – SICK LEAVE, Section 5 reads: "Sick leave will not be charged if an employee requires a medical appointment during the tour of duty, and authorization is granted by the shift commander."

Shift supervisors are authorized to grant authorization for such medical appointments provided that adequate staffing coverage is available, the employee has provide at least 24 hours and preferably 48 hours' notice of their request to attend a medical appointment, and the appointment is for a reasonable amount of time. Supervisors should consider approximately 2 hours duration as a reasonable time frame. Requests for additional time or multiple appointments will be considered on a case by case basis and will require approval at the Operations Commander's level. Employees requiring additional time, or requiring multiple appointments, should be encouraged to contact the Human Resources Department for additional guidance and benefit information.

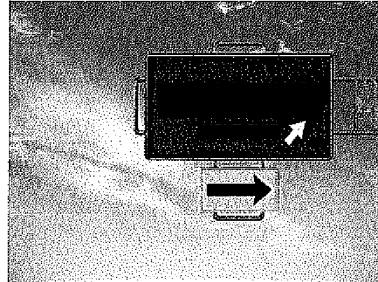
Paul B. Hammick
 Chief of Police
 Bloomfield Police Department

Appendix II Town of Bloomfield Police Medical Plan Summaries

| | <u>PPO</u> | <u>HDHP with HSA</u> |
|---------------------------------------|---------------------|--------------------------------------------------------|
| Type of plan | CP PPO | Lumenos HSA |
| HSA Funding | N/A | 50% |
| <u>In Network</u> | | |
| Deductible | N/A | \$2,000/4,000 (combined w/ OON) |
| Coinsurance | N/A | 0% |
| Out of Pocket Maximum | \$6,850/13,700 | \$2,000/4,000 |
| Preventive Care | No charge | No Charge |
| Mammography | No charge | No Charge |
| Office visit copay | \$20 | 0% after ded. |
| Specialist visit copay | \$20 | 0% after ded. |
| X-ray & Lab (stand alone facility) | No copay | 0% after ded. |
| High Cost Diagnostic | No charge | 0% after ded. |
| Vision Exam | No charge | 0% after ded. |
| Outpatient Rehab | \$20 | 0% after ded. |
| Chiropractic | \$20 | 0% after ded. |
| Emergency Room | \$75 | 0% after ded. |
| Urgent Care | \$50 | 0% after ded. |
| Outpatient Surgery | No charge | 0% after ded. |
| Inpatient Services | \$100 | 0% after ded. |
| <u>Out of Network</u> | | |
| Deductible | \$250/500/625 | \$2,000/4,000 (combined w/ IN) |
| Coinsurance | 20% | 20% |
| Out of Pocket Maximum | \$1,250/2,500/3,125 | \$4,000/8,000 (includes Ded and OON coinsurance) |
| <u>Prescription Drugs</u> | | |
| <u>Retail</u> | | |
| Generic | \$5 | 0% after ded. |
| Listed Brand | \$20 | 0% after ded. |
| Non Listed Brand | \$35 | 0% after ded. |
| <u>Mail Order</u> | | |
| Generic | \$5 | 0% after ded. |
| Listed Brand | \$20 | 0% after ded. |
| Non Listed Brand | \$35 | 0% after ded. |
| Annual Rx Maximum | Unlimited | Unlimited |
| Anthem Rx Rider | PS 2 | PS2 |

Appendix III (Page 1)

To: All Benefited UPSEU/COPS Employees
From: Human Resources
Subject: Employee Wellness Program
2016-2019



You are invited to participate in the Town's Wellness Incentive Program. Participation in this program is voluntary and confidential. The incentives are based on which healthcare plan you choose.

PPO PLAN

If you are in the PPO plan, you can earn up to (2) bank gift cards each valued at \$50.00. You must complete these steps:

- Get a yearly checkup with your doctor and earn one \$50.00 gift card.
- Fill out a Health Assessment form on Anthem's Website and earn another \$50.00 gift card.

LUMENOS HSA PLAN

If you are in the LUMENOS HSA Plan, you can earn up to \$250.00 by completing the steps above but instead of receiving a gift card, money will be deposited into your HSA account.

- Get a yearly checkup with your doctor and receive a \$125.00 deposit into your account.
- Fill out a Health Assessment form on Anthem's Website and receive an additional \$125.00 in to your HSA account.

The deadline for completing this process is June 30th of each plan year.

If you have questions about this program, you may contact Jan Bellinger at (860) 769- 3544.

Appendix III (Page 2)

Employee Attestation Form Instructions

Follow these instructions to learn more

Good health is its own reward. We've all heard that before. And it's true. But did you know you can also get financial rewards for taking a few basic steps to staying healthy?

Your commitment to good health can really pay off

Each year, you can get extra money from your employer as an incentive for doing a few things toward good health. Just complete the steps below and you'll receive a \$50.00 bank gift card if you are in the PPO or \$125.00 added to your LUMENOS HSA if you are in the HDHP.

Step 1: Get a yearly checkup with your doctor.

- Get the exams and tests that your doctor feels are right for you based on your age, health and whether you are male or female.
- These might include biometric screenings. Biometric screenings (tests) are simple tests that include checking things like blood pressure, cholesterol levels, triglycerides, sugar levels and body mass index (BMI).
- After you take the exams and tests, your doctor should fill out and sign the **Employee Attestation Incentive** form that came with this notice and give it back to you.

Step 2: Give the form to your Human Resources Department.

- Human Resources will process the form.
- You do not need the results of your biometric tests to hand in your form.
- **This is all you need to do to earn a \$50.00 bank gift card or \$125.00 deposited into your HSA. For an additional \$50.00 gift card or another \$125.00 deposited into your HSA see below.**

Step 3: After you get your biometric test results, fill out a Health Assessment on our website.

- Go to **anthem.com** and log in using your Anthem username and password. (If this is your first visit to anthem.com, select **Register** to complete the registration process. Once you've registered, log in to get started).
- Then simply select the **Health & Wellness** tab, look for the Health Assessment and fill it out.
- Then you've done everything you need to do.

Step 4: We'll make sure the Health Assessment is filled out and let your employer know.

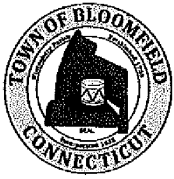
- Then your gift card(s) will be issued to you.
- Please know that your privacy matters to us. Rest assured, we'll only let your employer know that you filled out the Health Assessment. No other health information will be given out. Everything you put in the Health Assessment will stay private between you and your health plan.

Have a question about these steps? Speak with your Human Resources Department.

Need help with your Health Assessment?

Contact our Customer Service department at 1-800-233-4947, Monday – Friday, 8 a.m. – 5 p.m. EST.

It pays to stay healthy. So get started today!



Appendix III (Page 3)

Employee Attestation Incentive Form

Dear Medical Professional:

Each employee covered by the **Town of Bloomfield** Health Plan has been asked to have an annual routine physical examination performed during the **7/1/2016 to 6/30/2017** plan year. This routine physical should consist of the items listed below as deemed appropriate by the member's physician.

Once the exam is complete, please sign and date this form and return it to the employee so they may turn it in to the Town of Bloomfield as confirmation. You may also mail the form directly to the Town. Please do not fax the form – we need the original signature.

The Routine Physical Exam Must Include the Following (if appropriate):

- Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc.) and measurement of height and weight
- Routine blood pressure and urine screenings
- Cholesterol and lipid level screenings
- Blood glucose screening
- Eye chart vision screening
- Immunizations (tetanus every ten years, others as appropriate)
- Pelvic examination, Pap Smear, and Mammography screenings (*females only – may be done in a separate visit to an OB/GYN*)
- Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- Colorectal cancer screening – *health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done.*

I certify that I performed a routine physical exam on the Town of Bloomfield employee listed below and that the exam included the age appropriate items listed on this form.

Employee's Name: _____

Physician's Name: _____

Physician's Signature: _____

Date of Physical: _____

If second physician is seen:

Physician's Name: _____

Physician's Signature: _____

Date of Physical: _____