

**CONTRACT**

**BY AND BETWEEN**

**THE TOWN OF CROMWELL, CONNECTICUT**

**-AND-**

**CROMWELL POLICE UNION, NIPSEU**

**EFFECTIVE JULY 1, 2016 - JUNE 30, 2019**

75811

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**AGREEMENT  
BETWEEN  
TOWN OF CROMWELL  
AND**

**CROMWELL POLICE UNION, NIPSEU**

**ARTICLE 1  
RECOGNITION AND UNIT DESCRIPTION**

**Section 1.** The Town recognizes the Union as the exclusive Bargaining Agent for the purposes of Collective Bargaining relative to wages, hours and other conditions of employment of all employees of the Unit.

**Section 2.** The Bargaining Unit for the purpose of this Agreement shall be all full-time police officers of the Town, up to and including the rank of sergeant, excluding civilian employees, the Chief of Police and all ranks above sergeant.

**ARTICLE 2  
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 in good standing for the duration of the Agreement.

**Section 2.** Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee" within thirty (30) days as a condition of employment.

**Section 3.** Each new employee, as a condition of employment, shall become a member of the Union in good standing after sixty (60) days of employment or shall be assessed "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

**Section 4.** The Town agrees to deduct from the pay of all the employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union, amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such deductions shall continue for the duration of this Agreement and extension thereof. The Union agrees that it will save the Town harmless from any claims for damages by reason of

carrying out of the provisions of this Agreement concerning the assignment of wages for such dues and fees, as herein before mentioned.

### **ARTICLE 3** **HOLIDAYS**

**Section 1.** There shall be thirteen (13) paid holidays per year for the Town of Cromwell employees.

The following nine shall be standard annual holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Washington's Birthday
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Thanksgiving Day
- (i) Christmas Day

The remaining four (4) holidays shall be designated by the Town Manager. If the Town Hall is closed by the Town Manager for any reason during the term of this agreement, then members of this bargaining unit shall receive an equal amount of compensatory time for the period during which the Town Hall is closed during normal business hours.

**Section 2.** Employees called in to work on such holidays shall be paid time and one-half (1½) times their regular hourly rate in addition to their option under Section 3 below.

**Section 3.** When any of the aforementioned holidays falls on an employee's scheduled work day, day off or during his/her vacation, the employee shall have the following selection:

- (a) The right to receive an additional day off or in addition to his/her regular compensation, an additional days pay.



- (b) The decision to be paid or to take a day off must be made within the calendar week. The selection of the make-up day must be approved by the officer in charge of scheduling.
- (c) The accrued days leave must be taken within a six (6) month period of the accrued day.

**Section 4.** Any employee ordered in on New Year's Day or Christmas Day shall be paid at a rate of double time for all hours worked between 12:01 a.m. and 11:59 p.m. on said holiday.

**Section 5.** Any employee on FMLA or Worker's Compensation leave shall receive pay for any accrued holidays while out on said leave. If earned accrued time is going to expire, the employee shall receive pay for said day.

#### **ARTICLE 4** **SENIORITY**

**Section 1.** Seniority shall commence from the date of employment as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

**Section 2.** Seniority shall not be interrupted by authorized leave, vacation, paid sick leave, FMLA leave or job-related injury.

**Section 3.** If an employee resigns or is discharged for just cause he/she shall lose all seniority.

**Section 4.** Seniority shall prevail with regard to vacation scheduling, layoff, and recall.

**Section 5.** No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Town as full time member of the Department for a period of one (1) year and he/she has completed the minimum basic training pursuant to §7-294e of the Connecticut General Statutes (C.G.S.). During such period, the employee shall be on probation. The discipline or discharge of any employee during such probationary period shall not be subject to the grievance procedure. Upon completion of an employee's probation period, his/her seniority shall be retroactive to the date of his/her original employment with the Town.

**Section 6.** The position of Sergeant shall have a six (6) month probationary period.

#### **ARTICLE 5** **HOURS OF WORK**

**Section 1.** The normal work week for all full-time patrol officers and sergeants assigned to the patrol division shall consist of five (5) working days, nine and one-quarter (9¼) hours per day with three (3) consecutive days off, forty (40) hours per week averaged over eight (8) weeks.

The work schedule shall be posted two (2) weeks in advance. All work outside regular scheduled or out of turn shall be paid at the rate of time and one-half (1½).

- A. The work schedule rotation for any or all patrol officers and sergeants of the bargaining unit shall be one of the following:

from days

to evenings

to midnights

to days, etc.

In addition, the Chief shall have the right to assign patrol officers to the following rotation, contingent upon hiring at least one more officer than that which currently exists:

from days

to evenings

to days

to evenings

to midnights, etc.

Shifts shall change after three (3) consecutive days off, and days off progress by one (1) day each week, for both patrol officers and sergeants.

- B. The schedule for the school resource officer shall be as follows:

**During the school year, including school vacation, snow days, etc.:**

Monday through Friday, days, eight (8) hours per day.

At the Chief's discretion upon at least two (2) weeks prior notice, the hours of work shall be 8:00 a.m. to 4:00 p.m., or 7:30 a.m. to 3:30 p.m. or 7:00 a.m. to 3:00 p.m.

**During summer recess:**

Monday through Thursday or Tuesday through Friday, days, as determined by the Chief upon two (2) weeks notice, ten (10) hours per day. At the Chief's discretion, upon at least two (2) weeks prior notice, the hours of work shall be either 7:00 a.m. to 5:00 p.m., 7:30 a.m. to 5:30 p.m., or 8:00 a.m. to 6:00 p.m.

Assignment to this position shall be at the Chief's discretion after initially seeking volunteers. If no volunteers, the Chief shall have the right to assign an officer to the school resource officer position.

**Section 2.** Up to two (2) patrol officers may be assigned to the late evening shift. The work schedule for the late evening shift is the same as noted in Section 1 except that:

The hours for the late evening shift are 1745 hours - 0300 hours. The patrol officer(s) assigned to the late evening shift will not rotate to other shifts as noted in Section 1(A). The Chief shall have the right to assign patrol officers to the late evening shift. The patrol officer(s) assigned to the late evening shift shall be paid the evening shift differential while working this shift.

In addition, the Chief shall have the right to assign up to two officers to steady day shift.

**Section 3.** The work schedule for Patrol Officers and Sergeants assigned to the Detective Division shall be one week - Monday through Friday, followed by the next week Tuesday through Friday. The assignment to the day shift, evening shift, or rotating shifts shall be as directed by the Chief of Police or his/her designee, provided that such assignment shall be posted two (2) weeks in advance.

**The day shift Detective schedule shall be:**

Monday through Thursday - 8 a.m. to 5 p.m.; Friday, 8 a.m. to 4 p.m.

Tuesday through Friday - 8 a.m. to 5 p.m.

**The evening shift Detective schedule shall be:**

Monday through Thursday - 4 p.m. to 1 a.m.; Friday, 4 p.m. to 12 a.m.

Tuesday through Friday - 4 p.m. to 1 a.m.

The Chief will maintain the right to change hours in accordance with the current practice.

The Youth Detective's schedule shall be Monday through Friday during the school year and either Monday through Thursday or Tuesday through Friday, during summer school vacation periods as determined by the Chief, provided notice of a change is provided two (2) weeks in advance. The Youth Detective shall have the option at the start of the summer, with approval of the Chief, to remain on a Monday through Friday schedule during the summer months. Assignment to the day or evening shift shall be as directed by the Chief of Police or his/her designee, provided that such assignment shall be posted for two (2) weeks in advance.



**The day shift Youth Detective schedule shall be:**During School:

Monday through Friday, 8:00 a.m. to 4:00 p.m.

During summer, unless the Youth Detective remains on school schedule:

Monday through Thursday or Tuesday through Friday, at the Chief of Police's discretion and upon two (2) weeks prior notice, 8:00 a.m. to 6:00 p.m.

**The evening shift Youth Detective schedule shall be:**During School:

Monday through Friday, 4:00 p.m. to 12:00 a.m.

During summer, unless the Youth Detective remains on school schedule:

Monday through Thursday or Tuesday through Friday, at the Chief of Police's discretion and upon two (2) weeks prior notice, 4:00 p.m. to 2:00 a.m.

**Section 4.** Employees shall receive full pay for all compulsory training when off duty, at the overtime rate of pay for a minimum payment of two (2) hours.

**Section 5.** There shall be fifteen (15) hours off between shifts, except when overtime is paid.

**Section 6.** Each shift shall be staffed seven (7) days with a minimum of two (2) regular officers and a Sergeant. The Sergeant position shall be assigned on a rotating basis, provided if all available Sergeants voluntarily refuse overtime, the Chief or his/her designee shall have the discretion to order a Sergeant to work a shift. Sergeants shall be ordered in on a fair and equal basis. The Town reserves the right to substitute the Second-in-Command in the position of Sergeant, as a primary option, should the need arise; the second-in-command shall only be eligible in such capacity on all daytime shifts.

**Section 7.**

**A.** Employees working the evening shift shall be paid a shift differential of three and one-half (3½%) percent above his/her hourly rate of pay. Employees working the midnight shift shall be paid a shift differential of four and one-half (4½%) percent above the hourly rate of pay.

**B.** Officers assigned to the Detective Division while working in that assignment will not be paid shift differential, and instead will be paid the detective rate as defined in Article 25, Section 4.

**Section 8.** The normal work week for all Sergeants shall consist of five (5) working days followed by three (3) consecutive days off at an average of forty (40) hours per week.

**Section 9.** The exchange or "swaps" of tours of duty shall not be considered in the computation of overtime. The exchange or "swaps" of tours of duty between (2) officers shall be permitted subject to compliance with all Federal laws, with the permission of the Chief of Police or his/her designee. "Swaps" shall not under any circumstances result in any additional costs to the Town.

**Section 10.** Probationary employees may be assigned to any shift or division by the Chief of Police or his/her designee. The work schedule for probationary employees is the same as the division assigned to except that these assignments may be changed at any time by agreement between the probationary employee and the Chief of Police, or by the Chief of Police or his/her designee with at least seven (7) days notice. Probationary employees assigned to the Detective Division will not receive the detective rate. The probationary period commences from the date that the employee is certified by P.O.S.T.C. and continues for one (1) year thereafter. For lateral hires who are P.O.S.T.C. certified, the probationary period will be one (1) year from date of hire with the Town of Cromwell.

**Section 11.** The Chief of Police shall have the right to assign an officer as a Canine Handler. The Chief of Police shall have the right to assign said officer to a work schedule of a steady shift or rotating shift, five (5) work days on, nine and a quarter (9 ¼) hours per shift, with one (1) hour paid but duty free per shift, to meet FLSA requirements (i.e., necessary care of canine, including but not limited to time spent feeding, training, grooming and exercising) with three (3) days off.

## **ARTICLE 6** **OVERTIME**

**Section 1.** All overtime and outside work must be assigned by the Chief, Second-in-Command or Sergeant as directed, and shall be posted on the overtime board by Thursday at 10:00 a.m.

**Section 2.** Time and one-half (1½) of the applicable hourly rate shall be paid for all work done in excess of nine and one-quarter (9¼) hours in any one (1) day or over the average forty (40) hours (not pyramided).

**Section 3.** Employees hereunder shall not have their schedules changed for the purpose of voiding the payment of overtime. However, with at least two (2) weeks advance notice, when an officer is scheduled for more than one (1) day of training, the Chief shall have the discretion to modify the Officer's daily work schedule. For K-9 and SWAT training of any duration, the Chief shall have the discretion to modify the Officer's daily work schedule with at least two (2) weeks advance notice.

**Section 4.** Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his/her regular work day. Recall occurs



when an employee has left his/her work station on his/her regular shift or tour of duty and has been off duty for more than one (1) hour, or is an employee who is so recalled on a scheduled day off.

**Section 5.** Station and/or staff meetings. Employees attending mandatory station and/or staff meetings outside their regular work schedule shall be compensated at a minimum of two (2) hours pay at time and one-half (1½) the employee's regular rate. Where any part of such meeting occurs immediately before, immediately after or is contiguous with an employee's shift, the time spent in the meeting outside of the employee's regular schedule shall be paid at the overtime rate of time and one-half (1½) only for the time actually spent in the meeting and shall not be subject to the two (2) hour minimum pay described in this section. An employee who worked the midnight shift immediately prior to a station and/or staff meeting, shall be excused from attending any such meeting that starts later than 10:00 a.m. following the midnight shift worked.

**Section 6.** Whenever possible, all employees shall be given at least four (4) hours advance notice of overtime work opportunities. Scheduled overtime shall be posted for all employees of the Bargaining Unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in the case of an emergency. Unavailability of officers for construction jobs where traffic hazard exists shall be considered an emergency, and an officer in this case may be ordered to work.

**Section 7.** Employees shall not be required to accept compensatory time off in lieu of overtime compensation.

**Section 8.** All private police duty assignments shall be made by the Chief or his/her agent in an equitable and fair manner in which preference will first be given to regular, full-time permanent employees.

**Section 9.** An employee working on private duty shall be paid the amounts shown below:

- (a) For Any Public School Class, Municipal, Public Agency (as defined in the Freedom of Information Act as amended) Functions:

For a period of four (4) hours or less: an employee shall be paid time and one-half (1½) his/her hourly rate for four (4) hours.

For a period exceeding four (4) hours: an employee shall be paid time and one-half (1½) his/her hourly rate for every hour thereafter.

- (b) For a period of four (4) hours or less: An employee shall be paid time and one-half (1½) of the maximum hourly rate for his/her classification for four (4) hours.

For a period exceeding four (4) hours to a maximum of eight (8) hours: An employee shall be paid for eight (8) hours at time and one-half (1½).

For a period exceeding eight (8) hours to a maximum of twelve (12) hours: An employee shall be paid for twelve (12) hours at time and one-half (1½).

For a period exceeding twelve (12) hours to a maximum of sixteen (16) hours: An employee shall be paid for sixteen (16) hours at time and one-half (1½).

- (c) An employee who worked on Saturday, Sunday, or a holiday specified in Article 3 of this Agreement at a private police duty assignment shall be paid at two and one-half (2½) the maximum prevailing hourly rate for police officers as provided by Article 25 of this Agreement for all hours worked.

An employee who commences a private police duty assignment after 1700 hours on a day other than Saturday, Sunday, or a holiday, shall be paid at a rate of double (2 times) the maximum prevailing rate for police officers as provided by Article 25 of this Agreement for all hours worked.

- (d) Any portion of an hour worked shall be considered one (1) full hour for pay purposes.
- (e) Any employee who leaves an extra duty assignment because of illness or other legitimate reason shall be paid for the hours actually served on such assignment and any employee who replaces him shall be paid the remaining hours on the job.

**Section 10.** The term "Private Police Duty" shall mean police duty for which the Town is reimbursed for such police service by a third party. Such duty is performed by employees on time over and above their regular scheduled work day or work week. No member of the Department shall work or negotiate to work a private police duty job as a police officer; all such work must be contracted through the Town.

**Section 11.** The Town shall bill the contracting party and pay the officer who works by the next pay period.

**Section 12.** Cancellation of private duty work shall require no less than eight (8) hours notice to the department or the officer scheduled for said job and shall be paid the minimum four (4) hours at the above rate.

**Section 13.** Overtime and outside jobs, as much as is practicable, will be granted to all regular members of the bargaining unit before other sources are asked to work.

**Section 14.** Whenever any employee is assigned to work in a higher classification than their regular classification, i.e., acting Sergeant, acting Lieutenant, etc., they shall receive the next higher step in the pay scale for all hours served in the higher classification.

**Section 15.** Patrol officers and Sergeants assigned to the Detective Division by the Chief of Police or his/her designee shall be paid the Detective's rate for the balance of his/her assignment to the Detective Division, but shall not hold the permanent rank of Detective.



# **ARTICLE 7** **UNIFORMS AND EQUIPMENT**

**Section 1.** Each regular employee, who has worked for the Town for one full fiscal year following the completion date of their probation period, shall receive an annual uniform allowance of five hundred twenty-five (\$525) dollars. This amount shall increase to six-hundred fifty dollars (\$650) on July 1, 2018. Provided, in lieu of such allowance for the first year of employment each new employee shall be furnished equipment and new uniforms within a reasonable time after his/her date of hire consisting of the following:

Any uniform/issued equipment damaged by carelessness or willful acts shall be paid for by the officer.

1 duty bag	1 Jumpsuit (long sleeve)
6 pants	1 cuffcase
1 winter jacket	1 set cuffs/holder/large cuff key
4 long sleeve shirts - winter	1 hat badge
1 breast badge	1 pair winter gloves
1 rain coat	4 short sleeve shirts - summer
2 collar brass (large& small)	1 tie clasp
1 winter hat	2 neckties
1 cartridge belt	2 nameplates
1 duty belt	1 summer hat
1 Gortex winter fur hat	1 firearm
1 pair water proof boots	1 holster
1 Baton/Baton holder	1 lightweight/spring jacket
1 pepper spray/holder	Service stripes, all department patches
1 rechargeable flashlight/holder	Firearms Training Pin
1 belt	1 portable radio/holder
1 sweater (optional through allotment)	1 Frisker leather gloves
6 Keepers	1 magazine holder/double
1 cap strap w/buttons	1 traffic vest
1 cap rain cover	1 whistle/chain
1 baseball cap	1 winter knit cap
2 turtleneck shirts	1 traffic duty polo shirt
1 BDU traffic pants	1 body armor
1 boots, quarter	

The Town shall provide to each officer a bulletproof vest, which the officer shall be required to wear at all times while on patrol duty.

**Section 2.** Any change of style, type or color of uniform or attire or any change of equipment or accouterments shall be paid by the Town (if required by the Town).

**Section 3.** Uniforms and equipment damaged in the line of duty will be replaced by the Town at no charge to the employee. Personal property used and damaged in the line of duty will be replaced by the Town on the same basis, subject to approval by the Chief of Police whose decision may be appealed through the grievance procedure.

**Section 4.** Each employee shall be paid by check a quarterly cleaning allowance, payable on or before the 15th of July, October, January, and April of each year in the amount of one hundred twenty-five (\$125.00) dollars each quarter. Cleaning Allowance for new employees will begin effective the next quarterly payment.

**Section 5.** Employees assigned to plainclothes shall be paid five hundred twenty-five (\$525.00) dollars clothing expense annually. This amount shall increase to six-hundred fifty dollars (\$650) on July 1, 2018. Payments are in lieu of annual uniform allotment and shall be paid by separate check after presenting receipts.

## **ARTICLE 8** **VACATION**

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

After completion of six (6) months - five (5) work days

After completion of one (1) year to five years - ten (10) work days

After completion of five (5) years to ten (10) years - fifteen (15) work days

After completion of ten (10) years to twenty (20) years - twenty (20) work days

After completion of twenty (20) years - twenty-five (25) work days

**Section 2.** Vacation choice shall be by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1st through September 15th, subject to Section 1. Additional time may be granted during the prime vacation time at the discretion of the Chief, as long as voluntary replacements can be found, except where the granting of such extra time conflicts with Section 2 or Section 8 of this article.

**Section 3.** All employees must submit request for vacation time to the Chief of Police by May 1st of each year for approval. The Chief may at his/her discretion approve other vacation time in case of emergency.

**Section 4.** Vacation pay, at the employee's option, shall be paid in advance of employee's vacation upon ten (10) days notice in writing to the Chief of Police; in this case payment will be made on the last working day prior to the employee's vacation.



**Section 5.** Employees may take no less than one-half (½) day at a time.

**Section 6.** Vacation leave must be taken by the next calendar year. Exceptions may be made by the Chief of Police for employees with special circumstances.

**Section 7.** The Town reserves the right to reschedule vacations previously approved in case of emergency.

**Section 8.** No more than three (3) members of the Bargaining Unit shall be allowed on vacation at a time, not to exceed two (2) Sergeants at any given time at the discretion of the Chief of Police.

**Section 9.** Vacation days shall be earned monthly.

**Section 10.** Vacation may be taken in advance with the permission of the Chief of Police and Town Manager.

## **ARTICLE 9**

### **SICK LEAVE**

**Section 1.** All employees of the Bargaining Unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year pro-rated for each month service. At the anniversary date of this Agreement employees shall be entitled to accumulate sick leave fifteen (15) days per year pro-rated for each month of service. Such leave may accumulate to a maximum of one hundred thirty-five (135) days. Such leave to be used during illness or non-service connected injury. If an employee is out more than five (5) consecutive working days or if there is a reason to suspect abuse after proper warning a doctor's certificate stating the reason of illness and readiness for duty may be requested. Additional sick leave with or without pay for full-time employees may be allowed at the discretion of the Chief of Police.

#### **Section 2.**

**A.** Upon retirement, twenty-five (25%) percent of the amount of sick leave accrued will be converted into cash and remitted to the employee. For purposes of this provision, retirement is defined as completing at least ten (10) continuous years of service to the Town and meeting the requirements to receive a pension under the applicable provisions of the MERS Plan or being medically disabled from performing as a Cromwell Police Officer.

**B.** Upon death, while employed by the Town, one hundred (100%) percent of the amount of sick leave accrued will be converted into cash and remitted to the employee's spouse or estate.

**C.** Sick days accumulated in excess of one hundred thirty-five (135) days will be paid at the rate of thirty (30%) percent of the excess at employee's regular rate of pay on January 1st of each calendar year.

**Section 3. FMLA Leave.** An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, *et seq.*, shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations.

Employees on leave without pay shall continue to accumulate sick leave and the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the employee voluntarily resigns and fails to return to work for reasons unrelated to a medical inability to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

## **ARTICLE 10**

### **WORKERS' COMPENSATION**

**Section 1.** Employees covered by this Agreement will come under the terms of the Workers' Compensation Act. For injury incurred in the line of duty, employees will be retained on the regular payroll status, up to a maximum of eighteen (18) months. As a condition for this regular payroll status any workers' compensation benefit received by the employee will be signed over to the Town of Cromwell, excluding lump sum awards or specific awards.

**Section 2.** The Town shall have the right to implement a Workers' Compensation Preferred Provider Plan in accordance with C.G.S. §31-279 et al.

## **ARTICLE 11**

### **MEDICAL CARE INSURANCE**

#### **Section 1.**

**A.** The Town shall establish a payroll deduction system for employee contributions toward the cost of the premiums for the following coverage for the regular members of the Police Department and their dependents as defined by law. The Town shall continue to maintain an Internal Revenue Code Section 125 pre-tax plan for insurance co-pay.

**B.** A Preferred Provider Plan shall be available until June 30, 2017 including the following co-pay features with additional features as explained more fully and in greater detail in the health benefits summary booklet provided by the health insurance company:



A. IN NETWORK

- i. Home and Office Visit - \$10.00
- ii. Emergency Room - \$50.00
- iii. Inpatient Hospital Services - Unlimited days - \$100.00
- iv. Outpatient Hospital Services - \$75.00
- v. Physical Exam - Infant Care and Eye Examinations - No co-pay
- vi. Prescription Benefits: Commercial Formulary Plan with step therapy protocols
  - a. \$10.00 co-pay for Generic
  - b. \$20.00 co-pay for Formulary
  - c. \$30.00 co-pay for Non-Formulary
  - d. Mail Order – A three (3) months supply at two-times (2xs) the co-pay for the type of prescription selected (a, b, c above)
  - e. Pharmacy – One times (1xs) co-pay for a maximum one month supply. Employees must utilize step therapy for those medications that require step therapy and all other protocols required by the Commercial Formulary Plan.
  - \* Unlimited Calendar Year Maximum
  - f. Unlimited Maximum for In-Network Benefits for Lifetime

B. OUT OF NETWORK

- i. Calendar year deductible - \$200 individual; \$400 two persons; \$500 family
- ii. Coinsurance - 20% after deductible for all services

Annual limits:

\$600 - Individual = \$200 initially then 80% of the next \$2,000  
 \$1,200 - Two Person = \$400 initially then 80% of the next \$4,000  
 \$1,500 - Family = \$500 initially then 80% of the next \$5,000

- iii. Lifetime Maximum Out of Network - \$1,000,000

C. Employees shall have the option through June 30, 2017 to enroll in a High Deductible Health Plan and Health Savings Account (hereinafter “HSA”) as explained in the Summary of Benefits provided in the attached appendix, that satisfies the various requirements of Section 223 of the Internal Revenue Code and its interpretative regulations.

As of July 1, 2017, the HSA Plan shall be the only health insurance plan offered to employees.

The plan shall have the following benefit elements:

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	PPO	
Annual deductible	\$2,000 (single); \$4,000 (two (2) person/family)	
Co-Insurance	0% after deductible.	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$2,000/\$4,000
Out of Pocket Maximum	\$2,000/\$4,000	\$4,000/\$8,000
Preventive Medicine	\$0	
Prescription Drugs	0% after deductible through June 30, 2018 (see below)	20% after deductible, up to co-insurance maximum

Effective July 1, 2018, after meeting the deductible, employees will pay an in-network co-pay for a 3-tier prescription drug program of \$0 co-payment for tier-1 generic drugs; \$25 co-payment for tier-2 listed brand-name drugs; and \$40 co-payment for tier-3 non-listed brand-name drugs. Mail order shall be twice retail. The dispensing maximum at retail is a 30 day supply. The dispensing maximum for the voluntary mail-order program is a 90-day supply.

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

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

- Effective and retroactive to July 1, 2016 - the Town shall contribute 50% of the annual deductible
- Effective July 1, 2017 - the Town shall contribute 50% of the annual deductible
- Effective July 1, 2018 - the Town shall contribute 50% of the annual deductible

For employees hired during the year, the Town's contribution toward the annual deductible shall be the full contribution amount for any employee hired prior January 1<sup>st</sup>. For any employee hired after January 1<sup>st</sup>, the Town shall make a prorated contribution to the deductible that shall reflect the proportional number of months remaining on the plan year at the time of employment. The contribution will begin with the first of the month coinciding with/or following the date the employee is hired. The Town will make the contribution with the first paycheck in that month. By way of example, an employee hired February 4<sup>th</sup> will receive 4/12<sup>th</sup> of the Town's annual contribution, and the contribution shall be made with the first paycheck in the month of March.



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

#### HEALTH SAVINGS ACCOUNT (HSA):

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

D. Life insurance equal to the employee's actual annual salary rounded to the nearest \$1000 fixed as of July 1.

E. Current Dental Plan.

#### Section 2. Premium Cost Sharing:

##### A. Employees in the Preferred Provider Health Insurance Plan Described in Section 1.B. above and Dental Plan

Through June 30, 2017, the High Deductible Plan shall be the base plan for all employees.

Any employee choosing to be in the Preferred Provider Health Plan for the 2016-17 contract year shall pay the difference between the Town's cost for the High Deductible Plan and the premium cost of the Preferred Provider Plan. The Town's cost shall be determined by taking the premium cost of the Preferred Provider Plan and subtracting from that amount (1) the Town's premium for the High Deductible Plan (net after employee premium contribution) and (2) the Town's deductible contribution as described above.

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

**B. Employees in the High Deductible Health Plan Described in Section 1.C. above and Dental Plan**

- (1) Effective and retroactive to July 1, 2016, the Town shall pay 85% of the premium and each employee shall pay 15% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.
- (2) Effective July 1, 2017, the Town shall pay 84% of the premium and each employee shall pay 16% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.
- (3) Effective July 1, 2018, the Town shall pay 83% of the premium and each employee shall pay 17% of the premium cost of the health insurance/prescription plan and the Town shall pay 82% and the employee shall pay 18% of the cost of the dental insurance plan.

**Section 3.** The Town shall provide the Public Safety Employee Assistance Program with the benefits outlined in the applicable brochure.

**Section 4.** The Town shall provide a long-term disability plan through Jefferson Pilot, which will provide employees who are disabled from work for an initial one hundred eighty (180) day period with sixty percent (60%) of earnings thereafter until age sixty-five (65) and as described more fully in the appropriate brochures.

**Section 5. Cost Containment.** The Town reserves the right to implement standard Blue Cross insurance cost-containment procedures, including, but not limited to: second surgical opinions, out-patient testing, limited weekend hospital admissions, discharge planning and admission planning services. The Town will provide sufficient notice to employees before such procedures are implemented.

**Section 6.** In the event that an officer shall be named defendant in a civil action claiming damages for false arrest, imprisonment, misconduct, or vicarious liability occurring during the performance of his/her official duties and within the scope of his/her employment, the Town shall provide counsel to defend such law suit and pay any final judgment obtained therein against such officer. The Town shall post any bonds needed to release any attachments made upon the employee's property as a result of said lawsuit. The Town's obligation of indemnity under the foregoing provision shall not enlarge the Town's duty in indemnity as specified in C.G.S. §7-101 a(a) or (b).



**Section 7.**

A. Officers retiring on or after November 16, 2006 with at least twenty-five (25) years of service as a sworn member of the Town of Cromwell Police Department shall be entitled to the following benefits: The Town shall reimburse the retiree up to \$6,000 per year, until the retiree reaches age sixty-five (65), at which time said payments cease, to offset the premium cost of obtaining health insurance coverage for the retiree and/or dependent(s) through the Town's health insurance plan, another employer or an insurance vendor. In order to obtain the annual reimbursement, the retiree must provide the Town with proof of insurance coverage and the premium cost or cost share of obtaining that insurance. If the retiree premium cost is less than \$6,000, the retiree shall receive an amount equal to the retiree premium cost only.

**Section 8.** The Town may provide the above insurance whether through the carrier(s) listed herein or through alternate carriers provided that the overall level of benefits remains substantially equivalent and employee costs remain as per contract.

**Section 9.** Upon retirement, provided the officer retires with at least twenty-five (25) years of service, the Town shall provide retirees a paid up life insurance policy equal to \$10,000, with coverage through age sixty-five (65).

**Section 10.** Employees may voluntarily elect to waive in writing all health and dental insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of in the following amounts: \$3,000 for individual and two person coverage if the employee waives health and dental insurance and \$2,500 for individual and two person coverage if the employee does not participate in the medical coverage but continues to participate in the dental coverage at the premium cost sharing percentages described above, payable in September of the year following the decision for the buy-out; \$6,000 for family coverage if the employee waives health and dental insurance and \$5,000 for family coverage, if the employee does not participate in the medical coverage but continues to participate in the dental coverage at the premium cost sharing percentages described above, payable in September of the year following the decision for the buy-out. Such payment will be in a separate check from the employee's weekly wages.

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

## **ARTICLE 12** **FUNERAL LEAVE**

**Section 1.** Each employee shall be granted leave with pay in the event of death of his/her family as follows: a maximum of five (5) days for the death of a mother, father, step-mother, step-father, spouse, child or step child; a maximum of three (3) days for the death of a brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law and any member of the employee's household regardless of relation. These days shall be used immediately following the date of death, but in the discretion of the Chief may be granted at different times.

## **ARTICLE 13** **DISCIPLINARY ACTION**

**Section 1.** No permanent officer shall be suspended, discharged or penalized except for just cause.

**Section 2.** No permanent officer shall be suspended, discharged or penalized solely because of activity on behalf of and authorized by the Union.

**Section 3.** The Police Department shall notify the Union in writing of any disciplinary action or discharge as soon as the employee is notified of said charge. Any disciplinary hearing may be postponed for a period of up to seven (7) days upon written request by the Union.

**Section 4.** Whenever a civilian complaint is made against an employee relating to his/her conduct as an officer or the manner in which such an officer discharges his/her duties and such complaint results in a hearing or inquiry, such employee shall be given a copy of the complaint within five (5) calendar days, shall be given three (3) days notice of such hearing or inquiry, and shall have the right to be represented and to present witnesses in his/her behalf.

**Section 5.** The Town or the Union shall have the right to use mechanical recording equipment or a public stenographer during any hearing or inquiry with any costs being assumed by the party actually hiring the equipment or stenographer. All hearings shall be closed to the public, including the press, unless the employee shall request that it be an open hearing. The employee shall receive a letter advising him of the disposition of the complaint within ten (10) days after the hearing with a copy to the Union.

**Section 6.** Copies of complaints or investigative reports, under the circumstances set forth below, will be turned over to the police officer involved as described in Section 4 above.

- (a) Complaints alleging police brutality;
- (b) Complaints alleging disrespectful treatment by the officer;
- (c) Complaints alleging violation of the civil rights of the complainant;



- (d) Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the department;
- (e) Complaints involving any violations of department rules and regulations.

**Section 7.** No officer shall be suspended from his/her duties without pay until a disciplinary hearing has been conducted unless the substance of the charges against the Police Officer would constitute a felony or class A or B misdemeanor under Connecticut law.

**Section 8.** Suspensions for noncriminal and nonemergency offenses in excess of five (5) days shall take effect after the hearing and appeal process specified in the grievance procedure in Article 14 is exhausted and a decision has been reached by the Arbitrators. Suspensions for criminal offenses or in emergency situations, such as when employee reports to work inebriated, etc., shall be effective immediately.

**Section 9. Legal rights.**

**A. False Complaints.** If a false complaint or allegation is made against any officer, the Chief, the Union and the officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial officials.

**B. Constitutional Rights.** Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut, and any other federal or state statute.

**C. Rights of Officer Questioned.** If the officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning. Any questioning of the police officers shall be conducted at a reasonable hour, normally when the police officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

**Section 1. Purpose.** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

**Section 2. Definition.** A grievance, for the purpose of this procedure, shall be considered to be an employee or Union complaint concerned with:

- (a) Discharge, suspension, or other disciplinary action.
- (b) Charge of favoritism or discrimination.

- (c) Interpretation and application of rules and regulations implementing policies of the police department.
- (d) Matters relating to interpretation and application of the Articles and Sections of this Agreement.

**Section 3. Procedure.**

Step 1. Any employee or the Union with a grievance shall within fifteen (15) calendar days of occurrence of same reduce the grievance to writing and submit it to the Chief of Police or his/her designee, who shall use his/her best efforts to settle this dispute. The Chief's or his/her designee's decision shall be submitted in writing to the aggrieved employee and the Union within ten (10) calendar days or receipt of the grievance.

Step 2. If the complainant and/or the Union are not satisfied with the decision rendered by the Chief or his/her designee, said complainant or the Union shall submit the grievance, in writing, to the Town Council no later than ten (10) calendar days following the Chief's decision at Step 1. The Commission shall meet thereon at its next regularly scheduled meeting after receipt of the Step 2 grievance or at a Special Meeting (in either case which shall not be longer than thirty-five (35) calendar days after the Town Council's receipt of the Step 2 grievance) and within ten (10) calendar days after hearing the grievance shall submit its decision in writing to the complainant and the Union.

Step 3. If the Union is not satisfied with the decision rendered and elects further processing, it shall submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties and it must be implemented within fifteen (15) working days except that the decision shall not amend or alter this Agreement in any manner. Neither party waives its right to legal appeal under the Connecticut General Statutes.

**Section 4. Mediation.** The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

**Section 5. Meeting on Grievance.** Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.

**Section 6. Recordings of Minutes or Testimony.** Either party shall have the right to employ a public stenographer or recording device at any step in this procedure, provided that any costs incurred through the use of public stenographer or recording device shall be borne by the party employing same.

**Section 7. Police Union as Complainant.** The Police Union shall be entitled to submit grievances in the name of the Police Union for contract violations in the same manner as is provided herein for employees.



**Section 8.** If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

#### **ARTICLE 15**

#### **COURT DUTY**

**Section 1.** The Chief of Police or the officer in charge will, when possible, try to arrange with the Court that no member of the Bargaining Unit will be scheduled to appear during vacation leave.

**Section 2.** Employees who may be required to attend Court, or to meet with the Court Officials for any purpose during their off duty hours shall be compensated in accordance with Article 6, Section 4.

#### **ARTICLE 16**

#### **STABILITY OF AGREEMENT**

**Section 1.** 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 17**

#### **RULES AND REGULATIONS**

**Section 1.** The Town agrees to provide to the Union and all members of the Bargaining Unit with up-to-date copies of all departmental rules and regulations upon request. Future changes or amendments, which are mandatory subjects of Collective Bargaining, shall be negotiated with the Union before becoming effective.

#### **ARTICLE 18**

#### **GENERAL PROVISIONS**

**Section 1.** Every employee shall have the right to review his/her personnel file as established by Public Act 75-342, upon request to the Director of Human Resources and Risk Management.

**Section 2.** 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 this Agreement.

**Section 3.** There shall be no discrimination, coercion or intimidation of any kind against any employee because of his/her membership in the Union. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union, and such rights shall include the right to participation in the management of the Union,

acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town and the Department, to the Town Meetings or members of the State Legislature.

**Section 4.** The Chief, with the approval of the Town Manager may grant an officer a leave of absence without pay for a maximum of ninety (90) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he/she shall be returned to his/her last previous employment status. Such requests must be submitted in writing to the Chief of Police whose decision may be appealed through the grievance process.

**Section 5.** All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this Section, an employee shall initially follow all orders and directives of his/her superiors as to the use of such vehicles and may thereafter file a grievance for violation of this Section.

**Section 6.** Employees shall not be required to perform non-police duties. Employees shall clean out, gas up and check oil of vehicles at the end of their tour.

**Section 7.** Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his/her two (2) weeks annual tour of duty as a member of such reserve component. The Town shall pay the employee the difference between the military pay and his/her regular pay. Regular pay shall not include overtime.

**Section 8.** In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action be taken against him, without reasonable cause. A complete investigation shall be made before the employee has actually been found at fault.

**Section 9.** The Town agrees that it shall make no requirements in regards to residency during the term of this Agreement, other than that an employee must live within twenty-five (25) miles of the Town.

**Section 10.** All employees shall be paid weekly on Thursday in a plain envelope. If Thursday is a holiday the employees shall be paid the last working day before the holiday. Effective July 1, 2017, all employees shall be paid by direct deposit. In the event the Town changes the payroll system to a bi-weekly payday, the payday shall be Thursday bi-weekly.

**Section 11. Outside Employment.** Outside employment may be permitted subject to the following criteria:

- (a) Such employment shall require the prior written approval of the Chief of Police, and be reported in writing to the Chief of Police in January of each year hereafter.



- (b) Such employment should not place the employee in a conflict of interest situation.
- (c) Such employment should not interfere with the employee's job performance, regular attendance, punctuality or availability for assignments as indicated in his/her job description.

#### **ARTICLE 19** **PERSONAL LEAVE**

**Section 1.** Each employee of the Bargaining Unit shall be granted three (3) personal leave days each year with pay, to be used for personal business with the approval of the Chief. Personal leave is normally not given within the first six (6) months of employment except by specific approval by the Chief of Police.

#### **ARTICLE 20** **PRIOR BENEFITS AND PRESERVATION OF RIGHTS**

**Section 1.** Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employee of the Unit has enjoyed heretofore, except those specifically abridged or modified by this Agreement.

#### **ARTICLE 21** **PROMOTIONS**

**Section 1.** The parties agree that all promotions for any position within the Bargaining Unit shall be from within the Bargaining Unit, when there are qualified applicants in the Bargaining Unit.

#### **ARTICLE 22** **RETIREMENT**

**Section 1.** All uniformed and investigative employees of the Cromwell Police Department shall be covered by the Municipal Employees Retirement Fund B. Solely for the purposes of this Retirement Agreement all full-time police officers are in the Retirement (M.E.R.F.) Fund.

**Section 2.** The employees contributions and benefits shall be in accordance with the Connecticut General Statutes thereafter.



**ARTICLE 23**  
**COPIES OF CONTRACT**

**Section 1.** The Town shall give to each present employee, and to each new employee when he/she is hired, a copy of this contract.

**ARTICLE 24**  
**UNION REPRESENTATION**

**Section 1.** The Town agrees to recognize the duly elected officers and representatives of the Union.

**Section 2.** The Union President, or his/her delegated representative, shall be allowed all necessary time without loss of pay for meeting with designated representatives of the Town by appointment to discuss and confer regarding items of mutual benefit, to negotiate the terms of this Agreement and any supplements and to process grievances up to and including Arbitration, but shall not be compensated for the time not scheduled for active duty.

**Section 3.** Members of the Union's negotiation committee not to exceed three (3), shall be allowed time off from their regularly assigned shifts, without loss of pay, for actual attendance at bargaining sessions with the Town.

**Section 4.** Union Officials, not to exceed two (2), on shifts during which a meeting of Local Union is called may attend such meetings without loss of pay, provided such member is available to return to duty in the event of an emergency situation. (Officers agree not to abuse this privilege, and shall not utilize this provision more than six (6) times annually).

**Section 5.** Officers or delegates of the Union, not to exceed two (2), upon reasonable notice shall be granted time off, which shall not be denied, without loss of pay, in the following instances:

- (a) To attend labor conventions, not to exceed a combined total of fifteen (15) days per year for all Union Officials.
- (b) To attend Union business or educational meetings/conferences not to exceed a total of fifteen (15) days per year for all Union officials.
- (c) The Union President or Vice-President's attendance at all formal or informal mediations and/or labor board hearings scheduled between the parties.

**ARTICLE 25**  
**RATES OF PAY**

**Section 1.** Effective and retroactive to July 1, 2016, there shall be a two and 35/100 percent (2.35%) increase in rates of pay.

**PATROL OFFICER**

STEP		HOURLY	WEEKLY	ANNUALLY
1	START	25.59	1,023.60	53,227.20
2	AFTER 6 MOS.	26.91	1,076.40	55,972.80
3	AFTER 12 MOS.	28.36	1,134.40	58,988.80
4	AFTER 24 MOS.	29.81	1,192.40	62,004.80
5	AFTER 36 MOS.	31.28	1,251.20	65,062.40
6	AFTER 48 MOS.	32.95	1,318.00	68,536.00
7	AFTER 60 MOS.	34.70	1,388.00	72,176.00

**SERGEANT**

STEP		HOURLY	WEEKLY	ANNUALLY
1	PROMOTION DATE	38.96	1,558.40	81,036.80
2	AFTER 12 MOS.	39.63	1,585.20	82,430.40
3	AFTER 24 MOS.	40.38	1,615.20	83,990.40

Patrol Officers not at the maximum shall advance annually on the anniversary date of their employment and Sergeants not at the maximum shall advance annually on the anniversary date of their promotion, as indicated in the above schedule.

**Section 2.** Effective July 1, 2017, there shall be a two and 35/100 percent (2.35%) increase in rates of pay.

**PATROL OFFICER**

STEP		HOURLY	WEEKLY	ANNUALLY
1	START	26.19	1,047.60	54,475.20
2	AFTER 6 MOS.	27.54	1,101.60	57,283.20
3	AFTER 12 MOS.	29.03	1,161.20	60,382.40
4	AFTER 24 MOS.	30.51	1,220.40	63,460.80
5	AFTER 36 MOS.	32.02	1,280.80	66,601.60
6	AFTER 48 MOS.	33.72	1,348.80	70,137.60
7	AFTER 60 MOS.	35.52	1,420.80	73,881.60

**SERGEANT**

STEP		HOURLY	WEEKLY	ANNUALLY
1	PROMOTION DATE	39.88	1,595.20	82,950.40
2	AFTER 12 MOS.	40.56	1,622.40	84,364.80
3	AFTER 24 MOS.	41.33	1,653.20	85,966.40

Patrol Officers not at the maximum shall advance annually on the anniversary date of their employment and Sergeants not at the maximum shall advance annually on the anniversary date of their promotion, as indicated in the above schedule.

**Section 3.** Effective July 1, 2018, there shall be a two and 35/100 percent (2.35%) increase in rates of pay.

**PATROL OFFICER**

STEP		HOURLY	WEEKLY	ANNUALLY
1	START	26.81	1,072.40	55,764.80
2	AFTER 6 MOS.	28.19	1,127.60	58,635.20
3	AFTER 12 MOS.	29.71	1,188.40	61,796.80
4	AFTER 24 MOS.	31.23	1,249.20	64,958.40
5	AFTER 36 MOS.	32.77	1,310.80	68,161.60
6	AFTER 48 MOS.	34.51	1,380.40	71,780.80
7	AFTER 60 MOS.	36.35	1,454.00	75,608.00

**SERGEANT**

STEP		HOURLY	WEEKLY	ANNUALLY
1	PROMOTION DATE	40.82	1,632.80	84,905.60
2	AFTER 12 MOS.	41.51	1,660.40	86,340.80
3	AFTER 24 MOS.	42.30	1,692.00	87,984.00

Patrol Officers not at the maximum shall advance annually on the anniversary date of their employment and Sergeants not at the maximum shall advance annually on the anniversary date of their promotion, as indicated in the above schedule.

**Section 4.** Patrol Officers assigned to the Detective Division shall be paid the Detective Rate, which shall be ten and one-half (10½%) percent of their present rate for hours worked as a detective, capped at \$5,685.00 per year, which equates to \$2.73 per hour. Sergeants assigned to the Detective Division shall be paid the Detective Rate, which shall be ten and one-half (10½%) percent of the top step Sergeant's rate in effect on July 1, 2002 as described in the 2000-2003 collective bargaining agreement, for all hours worked as a Detective Sergeant, capped at \$6,613.00 per year, which equates to \$3.18 per hour in addition to their current step rate.



**Section 5.** The Chief shall have the discretion, subject to the availability of funds and the approval of the Town Council, to place newly hired officers, who by virtue of their qualifications and prior experience do not have to attend and participate in full recruit level P.O.S.T. Academy training, at the salary Step he determines is best suited for the new hire.

## **ARTICLE 26**

### **EDUCATION**

**Section 1.** The Town shall reimburse any officer working toward a degree in police science, criminal justice or similar degree the money spent for books and tuition by any officer enrolled in a degree related course in police science, criminal justice or similar degree, provided that the officer has received prior approval of the Chief and Town Council before enrolling in the course. If the officer's degree related course is approved for reimbursement the Town shall be required to reimburse the officer upon successful completion of the course, which is defined as achieving a "C" grade or better. The Town shall reimburse each employee up to a maximum of \$1,000.00 per semester, per approved request, capped at a bargaining unit maximum of \$10,000.00 per fiscal year. It shall be the duty of the employee to use state or federal funds available for tuition, books, fees and equipment in order to eliminate or minimize expenditures by the Town for this purpose.

## **ARTICLE 27**

### **GROOMING STANDARDS**

**Section 1. Grooming.** All police officers must present a generally neat and clean appearance and except as specifically provided for below appear clean shaven at the time of reporting for duty according to the basic guidelines below:

- (a) Haircuts. Whatever hairstyle the individual chooses to wear must be neatly groomed. The length of the hair will not extend beyond one (1) inch below the top of the collar, unless pinned up, in all cases, the bulk and length of the hair will not interfere with the proper and normal wear of any uniform department head gear.
- (b) Mustache. The pattern will be neatly trimmed and tidy, and not to drop below the top of the lip.
- (c) Sideburns. If worn, they must be neatly trimmed and the base will be a clean shaven horizontal line and shall not extend below the ear lobe.
- (d) Chin Hair. If worn, must be closely trimmed, neat and clean, connected to a mustache on both sides of the mouth and the length of such facial hair shall not exceed one-half (½) inch. In all cases, the wearing of chin hair or any facial hair must not affect the proper fit and wearing of safety related equipment as decided in SBMA Case #9495-A-1374 (December 4, 1996).

- (e) Jewelry. Wrist watches, identification bracelets, and rings are authorized for wear with the uniform, provided that if any combination of such items is damaged in the line of duty, the Town shall not be required to reimburse its fair market value in excess of two hundred fifty (\$250.00) dollars.

## **ARTICLE 28**

### **SAFETY AND EQUIPMENT**

**Section 1.** The Town agrees to maintain safe and sanitary working conditions, facilities and equipment.

## **ARTICLE 29**

### **PERFECT ATTENDANCE**

**Section 1.** The Town shall maintain a record for each employee of all sick leave accumulated and taken. Employees shall receive one (1) personal leave day for each one hundred eighty (180) calendar days of perfect attendance. This day is to be taken off at the discretion of the officer with the Chief's approval.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

**Section 1.** The effective date of this Agreement shall be retroactive to July 1, 2016 where indicated and the Agreement shall remain in force until June 30, 2019.

**Section 2.** At least one hundred and eighty (180) days before the expiration date of this Agreement, the parties agree to meet and discuss a new Agreement. The present Agreement will remain in force until a new Agreement is reached and signed.

## **ARTICLE 31**

### **MANAGEMENT RIGHTS**

**Section 1.** Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of Cromwell, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the Legislature, Town Ordinance, regulation or other type of lawful provision over matters involving the Cromwell Police Department including, but not limited to, control over policies, practices, procedures and regulations with respect to employees of the Department covered by the Agreement shall remain vested solely and exclusively in the Town of Cromwell.

[Signatures on next page]

TOWN OF CROMWELL

  
Town Manager

12/12/16  
Date

Reveratus  
Witnessed

12/12/16  
Date

CROMWELL POLICE UNION, NIPSEU

  
President

12/12/16  
Date

  
Witnessed

12/12/16  
Date