

AGREEMENT
BETWEEN
THE TOWN OF BERLIN, CONNECTICUT
AND
THE BERLIN POLICE UNION LOCAL 1318, AFL-CIO
AND
COUNCIL #15, AFSCME, AFL-CIO

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AGREEMENT

This AGREEMENT is entered into as of July 1, 2011 by and between the Town of Berlin (hereinafter called the "Town"), and the Berlin Police Union Local #1318, and Council #15, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

It is the intention of the parties in entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate rights and needs of the employees of the Police Department as well as the obligation of the Town to protect the public safety consistent with the traditions exhibited in the line of duty by Policemen everywhere.

Wherever necessitated in this Agreement, the Berlin Police Department shall be referred to as the "Department", and the Department Head shall be referred to as the "Chief".

Now, therefore, in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I
UNION RECOGNITION

1.1 The Police Commission of the Town of Berlin, Connecticut, pursuant to the authority of MERA, as amended, having been furnished with satisfactory evidence that a majority of the members of the Berlin Police Department have designated Local #1318 and Council #15, of the American Federation of State, County and Municipal Employees Union, AFL-CIO, to be their representative for the purpose of collective bargaining over wages, hours and other conditions of employment, does hereby extend recognition to Local #1318, and Council #15, AFSCME, AFL-CIO, as the exclusive bargaining representative for all employees in the classification of Officer, Detective, Sergeant and Lieutenant on the Berlin Police Force excluding all other members.

ARTICLE II
THE RIGHTS OF THE TOWN

2.1 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Town and any of its Departments, Agencies, Commissions or Boards pursuant to any Charter, General or special statute, ordinance regulation or other lawful provision, over matters involving the municipality and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Police Department shall remain vested solely and exclusively in the Town of Berlin.

2.2 It is expressly agreed that practices with respect to wages, hours and conditions of employment that are not addressed by a specific provision of this Agreement are mandatorily negotiable in accordance with the provisions of the Municipal Employee Relations Act.

ARTICLE III
UNION SECURITY

3.1 All present employees who are members of the Union upon the effective date of this Agreement shall remain members of the Union in good standing.

3.2 All employees who are hired hereafter, as a condition of continued employment, shall become and remain members in good standing of the Union or pay a service fee to the Union equal to the portion of Union dues that are applied towards the costs of Collective Bargaining, Contract Administration and grievance adjustment, on and after their date of appointment.

3.3 The Town agrees to deduct the monthly dues from the wages of all Union members covered by this Agreement, and transmit same to the Financial Secretary of the Union not later than the third pay period of the month. The Union agrees to submit to the Town an authorization card signed by each individual employee covered by the Agreement authorizing the aforesaid deduction. This authorization card shall be in accordance with the requirements of the law.

3.4 The Union agrees to indemnify and save the Town harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV
SENIORITY/PROMOTION TESTING

4.1 Seniority shall be defined by total continuous length of service in the employee's job classification except that in the case of vacations and layoffs, seniority shall be determined by the employee's total continuous length of-service in the department.

4.2 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed on the same day shall be determined by their relative position on the qualifying examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

4.3 Each employee shall serve a one (1) year probationary period commencing with the date of certification. During such period, the employee may be discharged by the Town without recourse to the Grievance and Arbitration provisions of this Agreement by either the Union or the employee. During the probationary period, an employee may be scheduled by the Chief to a particular shift, for training and experience.

4.4 In filling any promotional vacancy within the bargaining unit, the Board of Police Commissioners shall appoint one of the three (3) candidates or employees from the Department with the highest passing marks on the examination. Notice of the examination shall be posted on the Union Bulletin Board at least sixty (60) days prior to said testing date. Examinations will be created by an independent, outside entity chosen by the Town, and shall be composed of:

PARTS

Written Test..... 60%

Oral Test..... 40%

Candidates must meet minimum experience and training and other requirements to be

admitted to the examination. Once admitted, all candidates may take all phases of the examination. No designated passing grades shall be used for any one phase of the examination process. When all phases are complete, the combined weighted score must be 70% or greater to be deemed passing. If the candidate standing highest on the promotional eligibility list is bypassed for promotion, at said candidates written request, within thirty (30) days of posting the Town shall explain to said candidate the reason for the bypass.

When an employee invokes a review and appeal of test procedures pursuant to General Order 34.1.1.IVA2a, the appeal provided for therein must be filed within (7) seven days of the employee's completing the test. Employees shall have the following additional rights.

1. Candidates may review only the items that they got wrong;
2. Candidates may be told which incorrect answer they selected;
3. Candidates may not be told what the correct answer is-they are to defend their answer or to challenge all provided answers;
4. Candidates may bring in reference materials from which documentation can be provided for their selected answer;
5. Candidates may not review their answer sheet or the answer stencil;
6. Candidates may not copy down or reproduce answers;
7. The review must take place one-on-one with a town official authorized by the testing authority.

In the event, after making a good faith effort, the Town is not able to retain an independent, outside testing entity that will accept items 1-7 of this paragraph for a particular test, then the challenge procedure shall be determined by the Union's election to either (A) accept the review policies and procedures of said testing authority or (B) use those portions of

General Order 34. 1. 1. IV A 2 a as amended above, which the testing authority will accept.

The recommendations of the reviewing authority shall be implemented and the results of the review and appeal procedure set forth in revised Article 4.4 shall be binding on all parties and not subject to further grievance and appeal beyond step 2 of the collective bargaining agreement.

4.5 An employee's seniority shall be considered as broken if he/she voluntarily quits, is discharged or terminated for just cause, is absent from work when scheduled for three consecutive days without notifying the Department or fails to return to work within fifteen (15) days after notice of recall from a layoff. Seniority that is "broken" shall mean that it is reduced to zero (0).

4.6 In the event of reduction in the force, layoff shall be in inverse order of hiring and recall shall be by seniority.

4.7 A seniority list of members in the Department shall be given to the Secretary of the Union by the Chief and the list shall be kept up to date by the Chief.

4.8 All members assigned temporary duty or performing duties of a higher classification shall be paid a higher rate of pay. That rate being of the same rate normally paid for the duties being performed. When speaking of job classification, it is to mean any and all duties not normally performed in one's own classification. However, no member shall be entitled to the higher rate of pay if they are serving in the post for on-the-job training purposes only, as designated by the Chief. Said training period shall not exceed ninety (90) calendar days in length and shall not be used more than once every twelve (12) months for the same member, nor shall any member have more than one ninety (90) calendar days training period in any year, and provided further that such trainee shall not be used for replacement purposes for a regular employee assigned to that division.

4.9 One (1) Detective position will be a tested promotional position. An Officer shall have three years of experience to be eligible for promotion to detective. Any other Detective positions will be acting positions not to exceed four (4) years in duration. The Youth Officer shall be deemed an Acting Detective during tenure as Youth Officer, but shall not be subject to the four (4) year limitation. Absent exigent circumstances, a 14-day notice will be provided to a person whose assignment is changing.

ARTICLE V
HOURS OF WORK

5.1 The basic workweek for Officers assigned to the patrol division shall be as follows:

Each Officer will alternate weekly working five (5) days with two (2) days off, then work five (5) days with three (3) days off. Each workday shall consist of eight and one half (8 1/2) hours. In any calendar week an Officer may work between thirty-four (34) and forty-two and one half (42 1/2) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek.

The basic workweek for Sergeants assigned to the patrol division shall be as follows:

Each Sergeant will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week an Officer may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty- (40) hours pay for the workweek.

The patrol division shall consist of a day/evening rotation, a tactical shift, and a midnight bid shift. The day and evening shifts shall rotate after the completion of four (4) workweeks. Such change of shift shall commence upon return to work from scheduled days off. Sergeants assigned to the patrol division may need to adjust their day/evening rotation to maximize supervision of their assigned personnel. Such adjustment shall be mutually agreeable between labor and management and usually during the fourth rotation cycle. The midnight shift shall work sixteen (16) consecutive weeks (midnight shift rotation). The number of personnel that shall be assigned to each shift shall be as the Chief deems necessary except that the three standard shifts shall be filled with at least six Officers before filling the tactical shift. Minimum staffing will remain at 3 patrol Officers and a supervisor for each shift.

The tactical shift may usually be staffed by the department canine officers.

Tactical Officers schedule rotation will consist of a day shift, (4 work weeks) and tactical shift (4 work weeks). When two officers are scheduled to work the tactical shift on the same

night one of the officers, determined by seniority, will be allowed to work the day or evening shift. The Lieutenant of the Support Services will be advised no later than two weeks in advance of the scheduled shift.

An officer assigned on the tactical shift may adjust their schedule to fill overtime vacancies for the first half of evening shift and the second half of the midnight shift. An officer working the tactical shift can also be counted toward minimum staffing for the second half of evening shift and the first half of midnight shift should vacancy arise due to sick time, etc.

An officer assigned to the tactical shift may also be counted toward minimum staffing should staffing on a given day be minimum and another officer assigned to the evening shift requests a day off. Such a request must be made at least 24 hours in advance of the time off requested. Reasonable effort will be made to notify the tactical officers as soon as possible should they be required to change their hours to accommodate another officer's day off request.

The tactical shift may be discontinued due to budgetary and/or departmental needs. Budgetary constraints may cause the tactical shift to be eliminated. In that event, the officers will be reassigned per Section 4.9 of the contract.

The Union shall be solely responsible for filling the midnight shift positions. The Union shall provide the Chief with a list of Officers to be assigned to the midnight shift with at least sixteen (16) weeks notice prior to any midnight rotation. New employees may enter the Field Training Officer (FTO) Program. The FTO program is where a new employee is assigned to a trained Police Officer for field training purposes. It is recognized that a new employee may be required to be transferred to different shifts and/or divisions, and that his/her days off may be changed to correspond with his/her Training Officer's days off to facilitate a better training environment.

Upon successful completion of the FTO program, a new employee shall be assigned to positions available on any patrol shifts. Members who remain on either the day/evening rotation or midnight shift shall not have their days off changed. Members transferring from the day/evening rotation to midnights, or midnights to days/evenings may be required to have their new days off changed to correspond with their new assignments. When such change occurs, the member's days off will stay as consistent as possible. If the workweek does not remain consistent, his/her days off shall be separate so that the member does not work an excessive amount of consecutive days.

5.2 All other Police Officers, Acting Detectives and Detectives shall work a three (3) week rotation schedule consisting of either a five (5) days on two (2) days off, five (5) days on two (2) days off, four (4) days on three (3) days off; or a five (5) days on two (2) days off, five (5) days on three (3) days off, four (4) days on two (2) days off work schedule. In either case each employee shall work 8.5 hours each day.

The basic work week for Lieutenants, the Sergeant of Detectives and the Support Services Sergeant will be two (2) week rotation of either a five (5) days on two (2) days off, four (4) days on three (3) days off or a five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, each employee shall work 8.75 hours each day.

5.3 The workday shall consist of the following shifts:

Officers

Days	0645-1515
Eves	1445-2315
Mids	2245-0715
Tactical	1745-0215

Sergeants

Days	0630-1530
Eves	1430-2330
Mids	2230-0730

5. 4 Nothing in this Agreement shall be deemed to prevent the Department from utilizing the services of any member thereof when absolutely necessary regardless of his/her regular work schedule or status in or out of the bargaining unit, provided that any alleged abuse of this provision may be grieved in accordance with the provisions of Article XII of this Agreement.

5. 5 All employees working eight (8), eight and one half (8 1/2), eight and three quarters (8.3/4) or nine (9) hour shifts shall be entitled to a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks, providing that no two (2) members of the same division shall take such lunch period or coffee breaks at the same time. Any member working a four (4) hour block of overtime shall be allowed one (1) fifteen (15) minute coffee break during the four (4) hours.

5. 6 Exchange of shifts may be permitted when feasible, within the requirements of the department, with the approval of the Chief. Such requests for exchange shall be submitted seven (7) days in advance of the exchange when practical. Reassignment of shifts and days off to permit attendance at training schools and similar functions shall be permitted when feasible within the requirements of the department. Such reassignments shall only affect those Officers attending training schools and similar functions. Notification of such reassignments will be made at least seven (7) days prior to the date(s) of reassignment. Officers who have days off reassigned for this purpose shall have first refusal of any overtime created on their newly assigned days off.

5. 7 No Police Officer shall work for an outside employer while the Officer is employed by

the Town of Berlin, unless the outside employer and the work hours are approved by the “Outside Employer Committee.” The “Outside Employer Committee” will be composed of the Chief and a Union representative.

OVERTIME

5. 8 All overtime duty shall be paid at the rate of time and one half for all hours or any portion thereof in excess of the basic workweek or workday as referenced to in Sections 5.1, 5.2, and 5.3.

An Officer, Detective or Acting Detective will not work more than seventeen (17) hours in any 24-hour period without permission of the Chief or his/her designee. A Lieutenant or Sergeant will not work more than eighteen (18) hours in any 24-hour period without permission of the Chief or his/her designee.

5. 9 When an employee is called to return to duty from home or other off-duty locations and the hours of such duty are not contiguous with the terminal hours of a regular shift or tour of duty, he shall be guaranteed a minimum of four (4) hours pay in the event that his/her services are not required for such a period or the prescribed rate of pay times the number of hours worked, whichever is greater.

5. 10 Overtime assignments shall be allocated by means of the distribution system, mutually agreed to between the parties and attached as appendix titled Overtime Distribution System. Said system shall be subject to the Grievance Procedure set forth in the parties' Collective Bargaining Agreement except that a member's only remedy for alleged violations of the distribution system shall be limited to preferential assignments of overtime assignments outside of normal rotation.

5.11 Employees shall be allowed to work overtime on vacation time, holiday time, or personal time, except during their regularly scheduled hours.

5.12 The use of Sick Leave, Injury Leave, Earned Time, Union Time, Holiday Time, Vacation Time, Funeral Leave or Compensation Time shall not be a penalty in determining time and one-half for hours of overtime worked. These days shall be counted as days worked for the purpose

of computing overtime pay.

5.13 In lieu of pay for department overtime, any member may opt to receive compensating time off for any overtime they work during the year based on 1 ½ times the number of hours actually worked. Section 5.8 shall apply to this section. Compensatory time will be tracked by days or fractions thereof. (e.g. one-half (.5) day, three quarters (.75) day). Any member wishing to receive compensatory time in lieu of pay shall write "CP" on their overtime slip for that period. No member shall be credited with more than six (6) days of compensating time during any fiscal year based on four (4) days of work. One-half day (.5) minimum will apply for the purpose of compensating time. Members shall be allowed to take compensatory time off in blocks, one-half day (.5) or whole days, except that requests for compensatory time off shall be denied if it creates overtime. Unused compensatory time shall be carried over from fiscal year to fiscal year with a maximum accumulation six (6) days during any fiscal year. No member can be ordered to take compensating time in lieu of pay by the Town for any reason.

5.14 Court Time: Each employee who may be required by the Town or compelled by valid subpoena to attend any State or Federal Court or administrative agency for any purpose connected to his/her official duties and while off-duty, except as otherwise provided herein, shall receive time and one-half for all hours worked and shall be guaranteed a minimum of four (4) hours time, except as otherwise provided for herein. Any fees received by an employee from third parties for such court appearances, official hearings or other legal proceedings, shall be signed over to the Town by the employee, provided the employee is compensated by the Town under this Agreement.

ARTICLE VI
MINIMUM STAFFING

6.1 Consistent with available resources, operational requirements, and available funds, the Chief will attempt to arrange the departmental schedule so that each shift or tour of duty shall consist of a supervisor, three (3) patrolmen/women, when such persons are available. Any Officer promoted to Detective after 7/1/04 shall not be considered a supervisor eligible for any sergeant or supervisory overtime.

6.2 During the Berlin Fair weekend, beginning Friday at 1500 hours, and continuing through Sunday at 1900 hours, all personnel of the Berlin Police Department may be required to work, and shall be paid according to the terms of this agreement if so required to work. Requests for time off will not be approved except by special request and approval of the Chief.

During the Berlin Fair weekend, the "Order In" Process described in section marked as Appendix II is not intended to be utilized for the time period. Instead a list of volunteers will be solicited from Union members. Once the volunteers are scheduled, a list will be created of personnel working that time period.

Personnel with the lesser amount of overtime hours scheduled will be assigned in reverse seniority e.g. a person with no hours scheduled will be assigned first. Two Officers with equal hours, the more junior Officer will be scheduled.

ARTICLE VII
EXTRA OR SPECIAL POLICE DUTY

7.1 The terms "EXTRA POLICE WORK" or "EXTRA POLICE DUTY" for the purpose of this Article shall mean duty for which the Town bills the user of the employees' services and which is paid for through the Town's payroll as set forth in this Article.

7.2 (a). Employees working on extra duty assignments shall be paid at the rate of time and one half their regular hourly rate with a four (4) hour minimum. Assignments involving more than four (4) hours, but less than eight (8) hours, will be paid on the basis of the above rate.

NOTE: (The Town will sign a side-letter limiting its "surcharge" to no more than 25% of the hourly rate.)

(b). Notwithstanding subsection (a), members working road construction, utility, or any other extra duty assignment outside the boundaries of the Town of Berlin on Sundays or holidays, shall be paid double time.

7.3 All extra duty assignments (private work) will be made through the Department by the Chief of Police or his/her designee in accordance with the distribution system attached in appendix labeled Extra Duty Distribution System. Members shall be paid at their overtime rate for those assigned. Any member wishing extra duty work must at all times comply with the distribution system agreed upon between the parties. A member's only remedy for alleged violations of the distribution system shall be limited to preferential assignments of extra duty outside of normal rotation.

ARTICLE VIII
SICK LEAVE

8.1 Each employee shall be entitled to fifteen (15) working days of sick leave each fiscal year. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days per month for the first five years of employment. After the fifth (5th) anniversary of employment, the fifteen (15) days annually shall be allocated as follows:

Seven and one-half (7 1/2) days on July 1st and seven and one-half (7 1/2) on January 1st. Any portion of sick leave which has been or shall be unused shall be accumulative up to two hundred (200) working days. Up to 1/4 of the total accumulated sick leave may be paid upon retirement after achieving the "Normal Retirement Date" criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated Effective July 1, 1998. No more than 50 (1/4 of 200) days will be paid.

8.2 For any period of absence, not service connected, consisting of three (3) or more consecutive working days, or three (3) days for the same illness recurring within (10) calendar days, or for suspected abuse, the Chief may require evidence of eligibility for sick leave in the form of a medical doctor's certificate.

8.3 An employee's absence from work shall be authorized and shall qualify him for sick leave and sick leave pay, if it is due to or arises out of:

- 1) Illness, incapacity or injury to the employee, except where they arise out of or during the performance of duty.
- b) The need to undergo medical, optical or dental treatment that cannot be accomplished during off-duty hours.
- c) Illness, incapacity or injury to the employee's spouse or child requiring his/her personal attendance.

8.4 A list showing the sick leave of all members of the Department shall be kept up to date by the Chief and a copy shall be given to the Secretary of the Union.

8.5 Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act.

ARTICLE IX
FUNERAL LEAVE

9.1 Special leave of five (5) working days with pay for any days that the employee may be scheduled for duty shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Son or Daughter
Mother	Relative domiciled in employee's household
Brother	

9.2 Special leave of three (3) working days with pay for any days that the employee may be scheduled for duty shall be granted an employee in the event of the death of his/her:

Father-in-law	Brother-in-law
Mother-in-law	Son-in-law
Sister-in-law	Daughter-in-law
Grandmother	Grandfather
Grandchild	

9.3 Special leave of one (1) working day with pay for any days that the employee may be scheduled for duty shall be granted an employee to allow attendance at local services in the event of the death of his/her:

Aunt	Uncle
Niece	Nephew

ARTICLE X
VACATIONS AND PERSONAL DAYS

10.1 Employees hired prior to January 1, 1995, upon completion of the following periods of service with the department as of the anniversary date of their appointment, shall receive vacation with pay according to the following schedule:

One year of service	11 days
Five years of service	16 days
Twelve years of service	21 days
Twenty years of service	26 days

Employees hired on or after January 1, 1995, upon completion of the following periods of service with the Department as of the anniversary date of their appointment, shall receive vacation with pay according to the following schedule:

One year of service	11 days
Five years of service	16 days
Fifteen years of service	21 days
Twenty-five years of service	26 days

10.2 Vacations between June 1 and September 15 shall be for no more than two (2) weeks. An employee may take any additional vacation to which he is entitled as scheduled with the approval of the Chief. No vacation may be accumulated from year to year.

10.3 Requests for vacation must be submitted in writing to the Chief by March 1 of each year if the vacation is desired between June 1 and September 15th. In return, a reply from the office of the Chief shall be returned to the person submitting said request by April 1st approving or denying the request. A copy of such approval or disapproval shall be forwarded to the union president.

10.4 When a holiday occurs during a regular vacation, the employees shall be entitled to

Holiday Pay in addition to vacation pay.

10.5 In the Patrol Division, employees shall choose vacations in accordance with seniority, with no more than one (1) Officer from each shift to be off on vacation at the same time.

Personnel may be substituted so as to permit more than one person to take a vacation on the same shift, at the same time, subject to the approval of the Chief of Police. Overtime may be authorized by the Chief to allow for two (2) persons to be on vacation at the same time when a short-term overlap occurs.

10.6 Vacation pay, pro-rated on the employee's service with the Town, shall be granted to any member who leaves the force with two weeks notice, and returns all Town-issued equipment.

10.7 In the event of any employee's death, his/her pro-rated accumulated vacation pay shall be paid to his/her estate.

10.8 Excluding vacation requests of three (3) or more consecutive days or requests submitted in accordance with section 10.3, all other written requests for time off or change in work schedule will be submitted no more than 16 weeks in advance of the dates requested. Written requests submitted for time off or change in work schedule by any employee must be answered and returned to such employee within three (3) working days, (excluding Saturday, Sunday, and holidays) of the administration receiving such requests. Failure by the administration to do so shall result in the request being automatically granted to such employee.

10.9 Vacation periods shall start and end any day of week desired by the employee.

10.10 Any remaining current fiscal year vacation not used in accordance with section 10.2 must be requested no later than May 1st of said year. Any such vacation not so requested shall be scheduled by the Chief in accordance with staffing requirements.

10.11 Employees shall be allowed to take up to eleven (11) vacation days of their annual vacation in periods of one (1) or more days.

10.12 During any fiscal year, an employee may elect to receive pay in lieu of vacation for any vacation he is entitled to in excess of ten (10) vacation days, such payment to be made when requested by the employee.

10.13 Each employee shall be entitled to five (5) personal days per fiscal year.

10.14 Request for personal days shall be made upon the appropriate form and shall be in increments of four (4) hours. No such time off shall be permitted, if an overtime situation is created, without special permission of the Chief of Police. During any fiscal year if an employee's request for personal days creates an overtime situation, the Town will attempt to fill up to two (2) days of personal days through the use of the overtime system. If the Town is unable to fill the vacancy through the overtime system, the request shall be denied. Employees shall note on their request if they desire to exercise this option. Only one (1) employee per shift may use a personal day that requires the Town to attempt to fill through the use of the overtime system and employee requests shall be honored on a first requested basis.

10.15 There shall be no advance vacation pay.

ARTICLE XI
HOLIDAYS

11.1a Employees shall receive eight (8) hours holiday pay for each of the following holidays whether or not worked:

New Years' Day	January 1st
Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Independence Day	July 4th
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11th
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25 th

11.1b Employees, in lieu of holiday pay, shall have the option to receive a day off at some other mutually agreed time. Holiday time must be used in the fiscal year that it is earned.

11.1c Employees may take Thanksgiving or Christmas Day off in lieu of holiday pay, keeping within the minimum staffing requirements outlined in Article VI, provided such days off do not create a "mandatory" overtime situation. Requests will be granted by seniority before September 1. After September 1, requests will be granted on a first come, first served basis.

11.2 An employee working on a holiday shall receive double time pay for all hours worked on a holiday plus holiday pay as provided in Section 11.1a provided the Officer works the day before the holiday and the day after the holiday unless one of these days is a scheduled day off.

ARTICLE XII
GRIEVANCE PROCEDURE

12.1 PURPOSE

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

12.2 DEFINITION

A grievance, for the purpose of this procedure, shall be considered to be an employee or UNION complaint concerned with:

- a) Discharge, termination, suspension or other disciplinary action;
- b) Interpretation and application of specific rule(s) and regulations and Policy(s) of the police department;
- c) Matters relating to the interpretation and application of specific article(s) and

section(s) of this agreement.

12.3 Within twenty (20) days of the union's receipt of the decision at Step Two and if the complaint and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative may submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the tripartite panel of Arbitrators shall be final and binding upon both parties. Notice of the submission to the CSBMA must be forwarded, by the Union to the Town, at the time of submission. Within twenty (20) days of such notice of submission, the Town may elect to have the grievance arbitrated through the rules of the American Arbitration Association. If the Town makes such election, the town shall pay all administrative costs and fees assessed by AAA. The decision rendered by the AAA arbitrator shall be final and binding upon both parties.

1. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union must (if the Union decides to join the grievance) continue from the next succeeding step following that which the employee has utilized. The Union shall not be entitled to process the grievance anew.

2. No grievance settlement made as a result of an individually processed grievance shall contravene the provision of this Agreement.

Step One - Any employee who has a grievance shall reduce the grievance to writing and submit it to the Chief within ten (10) days of the date of act or omission, and he shall use his/her best efforts to settle the dispute. The Chief's decision and the basis thereof shall be submitted in writing to the aggrieved employee and his/her representative, if represented, within ten (10) working days of receipt of the grievance.

Step Two - If the complainant and his/her representative, if represented, are not satisfied with the decision rendered by the Chief, the employee or his/her representative shall submit the grievance in writing within ten (10) days to the Board of Police Commissioners to be heard at their next scheduled meeting.

The Board of Police Commissioners or any committee shall render its decision and the basis thereof to the aggrieved employee and his/her representative, if represented, within five (5) days from the date of the meeting. At any point of the grievance procedure if the grievant or his/her representative fails to take an appeal within the appropriate period, the grievance shall be considered settled on the basis of the Town's decision.

Step Three - If the complainant and his/her representative, if represented, are not satisfied

with the decision rendered, he/she or his/her representative may submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the tripartite panel of Arbitrators shall be final and binding upon both parties.

12.4 MEDIATION

The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided both parties mutually agree on the desirability of this service.

12.5 MEETINGS

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

12.6 TIME EXTENSIONS

Time-extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing except for the initial filing of a grievance.

12.7 RECORDING OF MINUTES OR TESTIMONY

Either party shall have the right to employ a public stenographer at any step in this procedure.

12.8 REPRESENTATION

Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union.

12.9 Grievances involving discharge, termination, demotion or suspension of more than three (3) days may be processed beginning at Step Three.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

13.1 No employee, except probationary employees, covered by this Agreement shall be discharged, terminated, suspended, demoted or disciplined except for just cause.

13.2 Any disciplinary actions including discharge except in a strike situation may be appealed to the Grievance Procedure of this Agreement as to the existence of just cause and the appropriateness of discipline applied.

13.3 Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy to be given to the employee and the Union Grievance Committee at the time of such action.

13.4 At all disciplinary inquiries or hearings conducted by the Chief or his/her designee which may lead to a suspension or referral to the Board of Police Commissioners, and all disciplinary inquiries or hearings conducted by the Board of Police Commissioners or any other tribunal that may be created by the Town for such purpose, all witnesses shall be sworn, and members of the department involved in any disciplinary action shall have the right and choice of representation. The grounds for referring the employee for a hearing shall be sent to the employee not later than five (5) business days prior to the hearing, provided, the five (5) day notice requirement shall not apply to Internal Affairs inquiries conducted by the Internal Affairs Division. Such hearings shall be closed to the public, including the press, unless such member shall request that it be an open hearing. With the exception of inquiries or hearings conducted by the Chief or his/her designee, where the use of mechanical recording equipment may be at the option of the Town or the member involved, mechanical recording equipment shall be used in all other hearings to record all testimony. The accused will receive a letter advising him of the disposition of his/her hearing with a copy to the Union, whenever the Union is a party to such hearings.

13.5 Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated in conformity with the arbitrator's award.

13.6 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 Court hearing, said member shall be entitled to be represented by an attorney and the same shall be provided by the Town.

13.7 Employees who may be required to attend such hearings when off duty shall be compensated for such appearance by being paid a sum of money that is equal to the number of hours spent at such hearing times their regular hourly rate of pay with a minimum of four (4) hours paid such employee. Nothing in this section shall preclude the Board of Police Commissioners from calling employees before it for investigation or inquiry without payment.

13.8 A written warning or reprimand received by a member shall be inadmissible and of no force or effect for any purposes whatsoever three (3) years afterward, unless during such three (3) year period the member received another written warning or reprimand for the same or similar reason. Records of other penalty and disciplinary actions will similarly be voided if no further action has been taken after five (5) years following the date of the incident. Records of voided disciplinary action shall be temporarily removed from the member's personnel file during promotional exam review.

ARTICLE XIV
CLOTHING ALLOWANCE

14.1 All members of the department shall receive an annual clothing allowance of Six Hundred Fifty Dollars (\$650.00). New Hires shall receive the equipment specified in the following list during the first calendar year of their employment:

Academy equipment	1--Sweat Shirt PT
	1--Traffic Vest
2--Khaki Pants	1--Uniform Shirt
2--Khaki Shirts	1--Uniform Pants
Emblems	<u>1--Emblems</u>
1--Belt	
1--Sneakers	
1--Black Shoes	Foul Weather Gear
1--Collar Pins	Depending on Season
1--B.B. Cap	
1--8pt Hat	1-- Winter Coat
1--Black Tie	1--Light Coat
1--Tie Bar	<u>1--Long raincoat.</u>
2--T. Shirts PT	
2--Shorts PT	
1--Sweat Pants PT	

14.2 The Town shall reimburse any member for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss or damage shall be supported with reasonable proof of the loss or damage and of the value of the loss or amount of the damage.

14.3 The department summer uniform will be worn April 15 to October 15 of each year.

14.4 The standard navy blue duty uniform is designated as the normal daily patrol uniform.

14.5 The wearing of the department dress uniform or traditional grey uniform (summer or winter) may be required for specific dates and/or occasions as determined by the Chief.

ARTICLE XV
INSURANCE, PENSION & DISABILITY

The Town of Berlin agrees to provide the following program of life, hospitalization, surgical and medical insurance:

15.1 HEALTH INSURANCE BENEFITS TO EMPLOYEES, SPOUSE AND DEPENDENTS

Health Insurance benefits shall be provided in accordance with the Coalition Agreement regarding Health Insurance, as attached hereto at Appendix V.

15.1.1 WAIVER OF HEALTH INSURANCE COVERAGE

Upon presentation of documentation that an active employee is covered under a health insurance policy existing elsewhere, (e.g. a spouse's policy, a policy issued by the military, etc.) that employee may elect to waive, in writing all health and dental insurance coverage, and in lieu thereof; may receive \$500.00 per year for employee, \$1,800 per year for two-person, and \$2,500 per year for family coverage after providing proof of other insurance. Payment to those employees waiving such coverage shall be made quarterly and retrospectively, no later than the 15th of April, July, October, and January. Each calendar quarter shall constitute enrollment and waiver dates. Notice of intention to waive insurance coverage must be sent to the Town Manager's Office not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date, and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any employee may elect to resume Town provided insurance coverage effective the next enrollment period, upon written notice to the Town and subject, however, to any regulations or restrictions, including waiting periods, which may then prescribed by the appropriate carriers; provided, however, that an employee may in extraordinary circumstances, re-enter the medical plan during the year upon review by the Town Manager's Office. In such an event, any payment received by the employee in lieu of coverage will be

discontinued and/or re-paid to the Town. Extraordinary circumstances are those such as divorce, loss of employment by spouse or death which result in loss of the alternative insurance coverage because of which the employee discontinued coverage with the Town. Upon initial selection or waiver of insurance only one (1) change will be allowed in a twelve (12) month period.

15.2 POLICE POST RETIREMENT MEDICAL FUND (103) [retiree section]

Each retiree participant, including any retired Berlin Police Officer who, while employed by the Town of Berlin Police Department, had been promoted to a position outside of the union such as, but not limited to, the position of Deputy Chief of Police or Chief of Police, and who otherwise meets the eligibility requirements for the benefit set forth hereafter, and his or her spouse at time of retirement, shall continue at his or her expense to be enrolled in all applicable Group Medical Plans as set forth herein, beginning at the later of age 50 or the date the participant has reached the "Normal Retirement Date" criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated effective July 1, 1998, and provided further that the employee has completed a minimum of at least twenty years of service to the Berlin Police Department, and continuing until age 65. Except that if the employee has less than 25 years of service the age for said benefit from Retiree Medical Benefit fund will be 55 years of age. In the event that the participant reaches age 65 prior to the spouse, the spouse shall continue to be enrolled until the spouse reaches age 65. The spouse shall continue to be enrolled in the event of the death of the participant until the spouse reaches age 65. The Town agrees to make available the group's medical plan to eligible dependents of retirees, at the applicable COBRA rate, but the Town shall not be obligated to contribute any monies toward the cost of premiums for said dependents.

The Town of Berlin will allow access to the following program of hospitalization,

surgical and medical insurance at the individual's election to retirees who retire on or after July 1, 2000, and their spouses at time of retirement.

Alternative A - The Blue Cross & Blue Shield Century Preferred Plan, and full service Blue Cross Dental Plan, with Riders A, B, C, D. The Alternative B - The Blue Cross & Blue Shield "Bluecare" HMO plan.

The election of Alternative A, or Alternative B shall be made by May 1 annually effective on July 1. If any retiree or other covered person fails to make an election in writing by May 1, annually, he shall be deemed to have elected Alternative A. Thereafter, retirees or other covered persons may change from one Alternative to another only one time annually by May 1st of each year effective July 1st of that year.

All retiree enrollees of Alternative A or Alternative B shall receive from the Police Post-Retirement Medical Fund (103) \$500 (five hundred dollars) per month for each month following the approval of this contract through June 30, 2015 towards the premium payment for the retiree and eligible spouse where spousal coverage is applicable. Retirees shall make all other payments required to cover the premium costs. Where spousal coverage is not applicable, the retiree receives from the Police Post-Retirement Medical Fund (103) premium contributions of \$500 per month.

The parties agree that retiree health benefits shall not be open for renegotiation until the successor agreement to this agreement expires. At that time, the benefit payable shall be based upon an actuarial determination, paid for by the union, which maintains the solvency of the fund through the last life in service at that time. Any benefit improvements negotiated in the future shall apply to those retirees then receiving benefit payments from the fund. The parties shall not be prohibited from agreeing to extend this provision to any and all subsequent Agreements.

The Town shall have no obligation to make any payment into the “Police Post-Retirement Medical Fund (103)”.

15.2 (a) - Each employee shall contribute through payroll deductions an amount equal to three percent (3%) of the annual base earnings of a top step Patrol Officer, to a separate account (Police Post-Retirement Medical Fund (103)) set up and maintained by the Town to be used solely for the purpose of paying the premiums of health insurance benefits for retirees and their eligible spouses pursuant to the terms of this Agreement. Said deductions shall be made on a pre-tax basis, where allowed by federal or state statute. The Town agrees to provide an accounting of this fund on an annual basis.

15.2 (b) - In the event a retiree chooses not to enroll in any of the aforesaid health insurance plans as a result of enrollment in another insurance plan, the retiree shall become eligible to enroll in the aforesaid insurance plan, according to the terms and conditions of the plan, at the time that he is no longer eligible to participate, or chooses not to participate in the other insurance plan.

15.3 DISABILITY BENEFITS

Eligibility for Disability Benefits: A participant shall be eligible to receive a Disability Benefit under this Plan if he meets the following requirements:

- a. He/she is permanently disabled as a result of injury sustained in the performance of his/her duties as a member of the Berlin Police Department.
- b. His/her disability is such that it will preclude his/her performing the required duties of a member of the Berlin Police Department.

Determination of Disability: A participant's disability as described in Section 1 shall be determined through examination by two (2) physicians, one (1) of whom shall be selected by the participant and one (1) of whom shall be selected by the employer. If the two (2) physicians

selected do not concur in the determination of the participant's disability, then a third physician acceptable to both parties will be appointed, and his/her decision shall be final and binding.

Amount of Disability Benefits: Upon the determination of such participant's eligibility for disability benefits, hereunder, he shall receive yearly disability benefits equal in amount to 60% of his/her basic annual rate of pay as shown on his/her yearly contract then in effect less any payments from the following sources:

- a. Any periodic cash payments provided on account of the employee's disability:
 1. under any group insurance coverage or similar arrangement coverage for individuals in a group paid for by the Town;
 2. by one-half of the Federal Social Security Act, excluding benefits payable to the employee's dependents on account of the employee's disability;
 3. by any state or federal government disability or retirement plan;
 4. under or on account of any workmen's compensation or similar law; which become payable on or after the commencement of the disability for which monthly income is payable; and
- b. Any Federal Old Age Benefits provided under the Federal Social Security Act.

For the purposes of items (1) and (2) above, each employee who is covered under the Federal Social Security Act will be considered to be receiving periodic cash payments under such Act, in an amount equal to the amount he would receive were he receiving such payments, unless the employee submits proof that such payments have been applied for but are not payable.

Such benefits shall be payable directly from the pension fund and shall be payable monthly commencing on the first of the month following the determination of such disability.

Cessation of Disability Benefit: Upon the participant's attainment of his/her Normal Retirement

Date, disability benefits will immediately cease and Retirement Annuity payments will begin.

The Retirement Annuity payments received will equal the amount determined on his/her Normal Retirement date assuming that his/her pre-disability earnings did not change for each year that he was disabled in accordance with the terms of this Section.

15.4 The Town will continue to provide double indemnity life insurance for members, without costs to the member, in an amount rounded off to the nearest \$1,000.00 level of base salary.

15.5 The Town will provide at its expense accidental death and dismemberment insurance in the amount of One Hundred Thousand dollars for each employee.

15.6 The Town may change insurance carriers as long as benefits and coverages remain equivalent to those provided under the Alternatives.

15.7 The Town agrees to continue, and employees shall be entitled to, all pension benefits in effect at the time of execution of this Agreement, provided further that all employees who are members of the "Town of Berlin Retirement Income Plan Amended & Restated Effective July 1, 1998, as Modified - Defined Benefit Plan" (The Plan) shall never have their benefits under The Plan decrease below those benefits provided and agreed as of July 1, 2000. Said benefits shall remain as the minimum benefits provided to said members of the Defined Benefit Plan through June 30, 2030. Said benefits may be increased without prohibition at any time in accordance with this Agreement, the Plan, and laws of the State of Connecticut. The Union shall not be obligated to negotiate over those terms and conditions of employment which are otherwise mandatory subjects of bargaining, and which affect the Defined Benefit Plan, until June 30, 2030 or thereafter. Provided, however, that should the Union propose improvements to the Defined Benefit Plan in 2009 or thereafter, the Town can make counterproposals to the Defined Benefit Plan provided the savings of the counterproposals do not exceed the cost of the proposed improvements.

15.8 In the event an employee is killed in the line of duty, the Town shall continue to provide the Blue Cross, Blue Shield and Major Medical benefits with applicable riders, that were in effect at the time of death without cost to the employee's dependents until each reaches the ages of 18 years (22 if a full-time college student) or the spouse remarries.

15.9 The Town agrees to make its best efforts to find a group Long Term Disability Policy to be made available to Union Members, who shall be provided with the opportunity to buy into the policy at the Town's rate. The Town shall not be required to make any contribution to the cost of the policy.

15.10 Employees on Family and Medical Leave Act (FMLA) shall continue to pay to the town their health insurance premium contribution, and disability insurance premium contribution. (out of pocket) The town shall continue to make its corresponding payment to ensure the maintenance of the health insurance benefits, provided the employee continues to make their contribution.

ARTICLE XVI
POLICE DEPARTMENT WAGE SCHEDULE

- 16.1 a. Each employee shall receive the next highest step in the wage schedule on the first (1st) of July immediately following the anniversary date of his/her employment.
- b. New employees hired between July 2nd and December 31st of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately preceding the anniversary date of his/her employment.
- c. New employees hired between January 1st and June 30th of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately following the anniversary date of his/her employment.
- d. Each newly promoted Detective, Sergeant, or Lieutenant shall receive the next step in the wage schedule on the anniversary date of his/her promotion.

16.1.1 A Patrol Officer, while discharging Field Training Officer's duties, shall be compensated at the rate of a first step Sergeant.

16.1.2 A Sergeant, while discharging Field Training Officer supervisory duties, shall be compensated at the rate of a first step Lieutenant.

16.2 Employees shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule:

After 5 years.....	\$450.00
After 10 years.....	\$500.00
After 15 years.....	\$600.00
After 20 years	\$700.00

16.3 On becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive

longevity pay in two payments on the paydays following December 1st and June 1st. Longevity shall be paid only as earned and not in advance.

16.4 Police Department Wage Schedule on Appendix titled Wage Scale attached hereto.

Effective and retroactive to July 1, 2011, wages shall not be increased over the schedule of wages provided effective July 1, 2010;

Effective July 1, 2012, wages shall increase by 2.0% over the schedule of wages provided effective July 1, 2011;

Effective July 1, 2013, wages shall increase by 2.0% over the schedule of wages provided effective July 1, 2012;

Effective July 1, 2014, wages shall increase by 3.0% over the schedule of wages provided effective July 1, 2013;

16.5 A Canine handler for the Police Department shall be compensated an additional one-half hour each day for the care of the canine. Compensation shall be a ten-dollar (\$10.00) an hour rate. Payment for overtime due to caring for the canine will be calculated using the ten-dollar (\$10.00) an hour rate.

16.6 All bargaining unit members shall be paid weekly on Friday, by noon. All employees hired after July 1, 2004 will have mandatory direct deposit.

ARTICLE XVII
GENERAL PROVISIONS

17.1 The provisions of this Agreement shall be applicable to all employees covered without regard to race, creed, color, sex, or national origin.

17.2 The Town shall provide a room at Police Headquarters where Union meetings may be held.

17.3 Employees shall not be required to attend meetings or assemblies while on vacation or on a day off.

17.4 If any article or any section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections or portions thereof which shall be valid.

17.5 Union Officers and delegates of the Union shall be allowed time off to attend meetings, conferences and conventions without loss of pay provided no such time off shall be permitted if an overtime situation is created without special permission of the Chief. Total leave shall not exceed one hundred twelve (112) hours annually.

Whenever possible, notice shall be given to the Chief at least seven (7) days prior to the time proposed to be taken. No more than two (2) members of the Union scheduled to be on duty shall be absent on such leave at anytime, without special permission of the Chief.

17.6 All members of the local Executive Board of the Union shall be allowed to attend all local meetings of the Board or body while on duty with the understanding they will answer any police calls as the need arises.

17.7 A joint committee shall be formed consisting of no more than two (2) members of the Union and such representatives of the department as the Police Board shall designate. Meetings shall be held to review and recommend safety and health conditions in the department and

attempts shall be made to correct such conditions and problems. Meetings shall be held as requested by either party.

17.8 The Town will indemnify and defend any Police Officer in any action involving emergency medical treatment or care occurring during the official performance of that Officer's duties whether on or off duty.

17.9 No individual employee in the bargaining unit or representative agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.

17.10 The Town and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health. Each member of the Department shall be given a complete physical examination in accordance with the age/frequency schedule of the Blue Cross/Blue Shield Century Preferred PPO plan.

The Town and each member shall be given a copy of the doctor's report of findings upon completion of the physical exam. Physical examinations shall strictly adhere to Form BPD Report of Medical Examination and Attachment (herein incorporated as Appendix) and may be administered by a qualified physician licensed by the State of Connecticut of the member's own choosing. It is the express intent of this contract provision to provide timely medical information which the Officer shall use to maintain a job-related state of health and fitness. It is therefore incumbent on each Officer to demonstrate to the Town that he is, in good faith, making every reasonable effort to follow all recommendations his/her physician stipulates. It shall be clearly understood that no action shall be taken by the Town based on the Officer's success or failure in achieving a physician's recommended goal. Rather, disciplinary action may only be taken if the Officer fails to commence and/or continue good faith efforts to follow such physician's

recommendations. All employees will be tested on the basis of percentage of body fat per the skin folds test.

17.11 Employees shall not be required to transport persons who are not under police jurisdiction, when it is known that such person has a history of communicable disease.

Whenever such persons are under police jurisdiction and employees are required to be in close proximity to such persons, said employees shall be provided with protective equipment and the department shall use its best efforts to take any and all necessary steps to safeguard the health of said employees.

Management shall make available such protective equipment deemed necessary.

17.12 Copies of all memorandums, letters, and evaluations placed in the employee's file shall be given to the employee and if negative in nature, (as determined by the union) a copy to the union.

No document shall be placed in the employee's file without the employee's knowledge.

17.13 The town will reimburse all funeral and related expenses for any Police Officer killed in the line of duty, not to exceed the sum of \$10,000.00.

17.14 Three (3) members of the Union Negotiating Committee 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 a collective bargaining agreement when such meetings take place at time during which such members are scheduled to be on duty. The Town shall be given written notice of the members of the Negotiating Committee contemporaneous with any written notice of intention to propose amendments.

17.15 Three (3) members of the Union Grievance Committee and the grievants shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievance including mediation meetings, when such meetings take place at a time

during which such members are scheduled to be on duty. The Town shall be given written notice of the members of the Grievance Committee by December 15th of each year.

17.16 The President or one (1) executive board member of the Union and the grievants shall be granted leave from duty with full pay to attend hearings at the State Board of Mediation and Arbitration, for the purpose of processing grievances, when such hearings take place at a time during which such members are scheduled to be on duty. At least two (2) weeks prior to an arbitration hearing(s), the Town shall be given written notice of the executive board member who needs leave from duty to attend such hearing(s).

17.17 Dispatching will be done by civilians, hired by the Town, who will not be in the bargaining unit. Sworn personnel will not perform duties of Dispatcher except to relieve dispatchers for lunch and coffee breaks. Sworn personnel may perform dispatching duties during any emergency and for training purposes. This provision will not be used to fill a dispatcher vacancy.

17.18 Any employee hired after the effective date of this Agreement who voluntarily leaves the Department and accepts employment elsewhere as a Police Officer within eighteen (18) months from the date of State Certification as a Police Officer shall reimburse the Town and/or the Department in full for any and all costs and expenses paid by the Town and/or the Department for professional training and certification of the employee. In furtherance hereof, any employee hired after the effective date of this Agreement shall be required to execute a Reimbursement Agreement, the form of which is attached as an Addendum to this Agreement.

ARTICLE XVIII
NO STRIKE OR LOCKOUT

18.1 During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation. Union members going on strike contrary to Union approval shall be summarily dismissed from service without recourse to the grievance procedure.

ARTICLE XIX
INJURY LEAVE

19.1 In the event that an employee is absent due to an injury or illness suffered in the line of duty or arising out of and in the course of his/her employment, including his/her departure from his/her place of abode to duty, and his/her return to his/her place of abode after duty, he/she shall receive from the Town of Berlin a weekly amount equal to that to which he would be entitled under the Worker's Compensation Act until such time as he begins receiving payments directly from the Worker's Compensation insurance carrier; and, at that time, all sums advanced by the Town of Berlin under the provisions of this paragraph shall be returned by the employee to the Town of Berlin.

19.2 The Town shall not withhold Federal taxes or apply any deductions against that portion of the weekly advance payment made under the provisions of 19.1 that represents an amount equal to Worker's Compensation payments.

19.3 Notwithstanding the provisions of Section 2 hereof, the full amount of the payments required to be made by Section 1 shall be included in determining any pension benefits to which the employee may be entitled.

19.4 Any member injured or otherwise disabled while making or attempting to make an arrest, during his/her off-duty time, shall be entitled to those benefits provided for under Article XIX - Injury Leave.

ARTICLE XX
COLLEGE INCENTIVE

20.1 The town shall pay tuition and book cost for any member at any accredited college or university for any police related courses or degrees, but in no event shall the Town pay any more than \$4,000.00 on behalf of all members of the unit in any one contract year.

In order to be reimbursed for these expenses, the member must advise the Chief of Police in advance of taking the course of his/her intention and the cost of such course and books. The member must show proof of satisfactory completion of the course and the invoice for such costs within thirty (30) days of receipt of grades. In the event that the unit's reimbursable expenses exceed \$4,000.00 in any fiscal year, members shall receive equal reimbursement amounts or reimbursement for the amounts actually incurred, whichever is less, all to be paid at the end of the fiscal year.

ARTICLE XXI
LATER HIRING OF POLICE OFFICERS

21.1 The police department may hire qualified and experienced Police Officers as Officers in the Berlin Police Department.

21.2 The police department may offer as incentive to attract lateral hires the following:

21.2.1 For a Police Officer with no more than three (3) years of police service no more than Step 3 of the police collective bargaining agreement.

21.2.2 For an experienced Police Officer with more than three (3) years of police service but less than five (5) years of police service a salary of no more than Step 5 of the police collective bargaining agreement.

21.2.3 For an experienced Police Officer with more than five (5) years of police service a salary of no more than Step 6 of the police collective bargaining agreement.



21.3 Personnel hired as qualified and experienced Police Officers shall accrue vacation time and earn seniority, promotion and shift rights the same as a new employee.

ARTICLE XXI
DURATION

This AGREEMENT shall be effective as of July 1, 2011 and shall remain in effect for four (4) years from that date until June 30, 2015 and thereafter shall continue in effect from year to year, except that it may be altered or modified at any time by mutual agreement or prior to the termination date of said Agreement by giving to the other party not less than 150 days written notice of intention to propose amendments. Negotiations upon proposed changes in the terms of this Agreement shall begin not later than fifteen (15) days after receipt of the notice.

Dated at Berlin, Connecticut this 31 day of October, 2011

FOR THE TOWN OF BERLIN

FOR THE BERLIN POLICE UNION
LOCAL #1318, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO



FOR COUNCIL #15, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

Appendix
I
Wage
Schedule

PATROL OFFICER

YEAR

Effective

Date	Start	1st	2nd	3rd	4th	5th	6th
7/1/2011	26.75	27.93	29.09	30.30	31.48	32.62	34.09
7/1/2012	27.29	28.49	29.67	30.91	32.11	33.27	34.77
7/1/2013	27.84	29.06	30.26	31.53	32.75	33.94	35.47
7/1/2014	28.68	29.93	31.17	32.48	33.73	34.96	36.53

DETECTIVE

Effective

Date	Start	Max
7/1/2011	35.24	36.37
7/1/2012	35.94	37.10
7/1/2013	36.66	37.84
7/1/2014	37.76	38.98

SERGEANT

Effective

Date	Start	Max
7/1/2011	37.81	39.19
7/1/2012	38.57	39.97
7/1/2013	39.34	40.77
7/1/2014	40.52	41.99

LIEUTENANT

Effective

Date	Start	Max
7/1/2011	40.79	42.39
7/1/2012	41.61	43.24
7/1/2013	42.44	44.10
7/1/2014	43.71	45.42

Appendix II

OVERTIME ASSIGNMENT PROCEDURE

Overtime and extra duty assignments will be made according to the following system:

All union members will be listed on a single sign-up sheet in descending order of seniority, regardless of rank. Both overtime and extra duty assignments will be made from this list. Members will indicate their desire to work these assignments by entering the following designations in the seven blocks headed "Sunday" through "Saturday" following their respective names:

Overtime Availability

- A- first half of dayshift
- B- second half of dayshift
- C- first half of evening shift
- D- second half of evening shift
- E- first half of midnight shift
- F- second half of midnight shift

Extra Duty Availability

- W- 0700-1200
- X- 1200-1900
- Y- 1900-2300
- Z- 2300-0700

Supervisor overtime will be filled first, then patrol overtime, and then extra duty jobs. The Scheduling Officer will assign the first job of the week to the highest-listed Officer eligible to work that particular job, provided that the Officer has marked the sign-up list indicating his or her desire to work that particular job in that particular time slot. Each subsequent job will be assigned in the same manner. No member will be assigned a particular job if another member is signed up for the same job and has a fewer number of assigned jobs for that week.

On the Tuesday following the completion of the actual work-week, the Scheduling Officer will obtain the Weekly Payroll Record that is submitted to the Finance Department, and add together all the overtime and extra duty hours and minutes worked by each member. He will transfer their respective totals next to their names on the new sign-up list, starting a "running total" for each individual member. The member's names will be reordered on this list in ascending order of total hours worked (i.e. so that the Officer with the lowest running total is at the top of the list, and the Officer with the highest running total is at the bottom of the list). If two or more members have the same running total, they will be listed in descending order of seniority.

Each week, the running totals will be added to in this manner, if the member indeed worked extra hours the previous week. The positions of the member's names will be adjusted accordingly.

The sign-up list will be posted each Wednesday at noon. The completed sign-up list for the upcoming week will be taken down at the same time and the assignments will be made and posted by the Scheduling Officer within twenty-four hours.

At the start of each fiscal year, all running totals will return to zero, and the member's names will once again appear on the sign-up list in descending order of seniority. The system will begin again as it did before.

When a new member becomes eligible to work overtime and extra duty assignments, he will be credited with the average running total of all the members currently on the list, and will be positioned on the list accordingly.

If a member decides not to work an assignment given to him or her, and is unable to trade the assignment, the member shall make an effort to give the assignment to the next member on the sign-up list who is eligible and willing to work the assignment.

Mandatory Overtime

If an overtime assignment needs to be filled, the overtime distribution system will be used. If none of the Officers who signed up for the particular time slot are willing to work the assignment, the Assigning Officer will reference the Mandatory Overtime Record and order-in the highest listed Officer with the least number of previous order-ins. If that Officer cannot be contacted, the Assigning Officer will contact the next Officer on the list and so on until the assignment is filled.

Officers will be listed in ascending order of seniority on the Mandatory Overtime Record. A new record will be generated on July 1st of each year, with each Officer's total number of order-ins being reset to zero.

A separate Mandatory Overtime Record will be maintained for supervisory overtime. The same system of mandatory overtime assignment will be used for the Supervisors.

Overtime worked that is integral to one's position in the Department will not be considered to be mandatory overtime, whether or not the Officer wanted the assignment. This includes but is not limited to Dive Team call-outs, Detective Division call-outs, and overtime worked past the end of one's shift to complete casework or to assist other Officers with their cases.

At his/her convenience, the Assigning Officer may attempt to contact Officers who have not indicated a desire to work the particular slot and offer it to them. In addition, an Officer ordered-in under the mandatory system may attempt to get another Officer to work the assignment. If successful, the credit for the order-in would then be expunged from the Mandatory Overtime Record.

Appendix III

REIMBURSEMENT AGREEMENT

WHEREAS, the undersigned (hereinafter "applicant") is seeking employment with the Department of Police Services as a recruit in the Police Academy;

WHEREAS, if the applicant completes a training and education program offered by the Department of Police Services and is ultimately appointed as a police officer for the Town of Berlin, the Department of Police Services will have spent substantial sums of money on his or her training and education leading to certification as a police officer; and

WHEREAS, it is contemplated that the applicant will be offered employment as a police officer in the Department of Police Services of the Town of Berlin if the applicant successfully completes said training and education program and becomes certified as a police officer.

NOW THEREFORE, in consideration of the applicant being offered an opportunity to receive the training necessary to become certified as a police officer and to be paid therefore, the applicant agrees as follows:

1. In the event that applicant, after being certified as a police officer, accepts employment elsewhere as a police officer within eighteen (18) months from the date of said initial certification, applicant shall submit a letter of resignation, notifying the Board of Police Commissioners and Chief of Police that his or her resignation is for employment elsewhere as a police officer.
2. Under the circumstances enumerated above, applicant shall reimburse the Department of Police Services the cost of his or her training and education, as follows:

1160 Hours of Department Field Training with FTO (\$23.20/hour).....	\$26,912.00
400 Hours of Department Field Training..... With FTO (\$3.21/hour)	\$ 1,284.00
80 Hours of Department Supervised Training with Sergeant (\$1.40/hour).....	\$ 112.00
Testing Expense.....	\$ 1,500.00
Psychological \$380.00	
Polygraph \$430.00	
Physical \$690.00	
Uniforms Expenses Initial Issue + (\$650.00/2 years)	\$ 2,480.00
TOTAL EXPENSE REIMBURSEMENT.....	<u>\$32,288.00</u>

Entered into this _____ day of _____, 2008.

_____	_____
Signature of Applicant	Signature of Witness

Name of Applicant:	Name of Witness:
Address:	
Rev. date 1/3/08	

BERLIN POLICE DEPARTMENT
Report of Medical Examination
For Information and Guidance of Physician

Name of Examinee : _____
(Type or Print) Last First Middle

The following portions of the attached examination report form need not be completed:

Page 2, Nos:	3	9	14
	4	10	17
	8	11	

For all Examinees,

The Physician should answer the following questions:

- 1 Examinee is is not qualified for strenuous physical exertion.
- 2 Does examinee have any defects restricting or prohibiting his/her participation in defensive tactics and dangerous assignments which might entail the practical use of firearms?

No Yes If "yes", please specify defects:

- 3 Does examinee have any defects prohibiting safe operation of motor vehicle?

- 4 Results of percentage of Body Fat per skin fold test:

- 5 Examinee's frame is small medium large

- 6 Considering skin fold test results, the examinee's frame, and other individual physical characteristics, I consider his/her present weight: Satisfactory Excessive Deficient

- 7 Under proper medical supervision, employee should: lose _____ pounds gain _____ pounds

Based on the results of this medical examination, I make the following specific recommendations:

1 _____

2 _____

3 _____

Signature of Physician

DATE

BERLIN POLICE DEPARTMENT

BPD I-Medical
REPORT OF MEDICAL EXAMINATION

1. LAST NAME-FIRST NAME-MIDDLE NAME			2. RANK OR POSITION		3. IDENTIFICATION NO.	
4. HOME ADDRESS (Number, street or RFD, city or town, State and ZIP Code) Employer Address: 240 Kensington Road Kensington CT 06037			5. PURPOSE OF EXAMINATION		6. DATE OF EXAMINATION	
7. SEX	8. RACE	9. TOTAL YEARS TOWN SERVICE	10. AGENCY BPD	11. ORGANIZATION UNIT POLICE DEPARTMENT		
12. DATE OF BIRTH	13. PLACE OF BIRTH		14. NAME, RELATIONSHIP, AND ADDRESS OF NEXT OF KIN			
15. EXAMINING FACILITY OR EXAMINER, AND ADDRESS			16. EXAMINER PHONE NO.			
17. SPECIALITY SERVICE (ie DIVER, ETC.)						

CLINICAL EVALUATION		NOTES. (Describe every abnormality in detail. Enter pertinent item number before each comment. Continue in item 73 and use additional sheets if necessary.)	
NORMAL	(Check each item in appropriate column; enter "NE" if not evaluated.) ABNORMAL		
	18. HEAD, FACE, NECK AND SCALP		
	19. NOSE		
	20. SINUSES		
	21. MOUTH AND THROAT		
	22. EARS - GENERAL		
	23. DRUMS (Perforation)		
	24. EYES - GENERAL		
	25. OPHTHALMOSCOPIC		
	26. PUPILS (Equality and reaction)		
	27. OCULAR MOTILITY (Assoc. parallel movements, Nystagmus)		
	28. LUNGS AND CHEST (include Breasts)		
	29. HEART (Thrust, size, rhythm, sounds)		
	30. VASCULAR SYSTEM (Varicosities, etc.)		
	31. ABDOMEN AND VISCERA (inc. hernia)		
	32. ANUS AND RECTUM (Hemorrhoids, fistula, Prostate, if indicated)		
	33. ENDOCRINE SYSTEM		
	34. G-U SYSTEM		
	35. UPPER EXTREMITIES (Strength range of motion)		
	36. FEET		
	37. LOWER EXTREMITIES (Strength, range of motion)		
	38. SPINE, OTHER MUSCULOSKELETAL		
	39. IDENTIFYING BODY MARKS, SCARS, TATTOOS		
	40. SKIN LYMPHATICS		
	41. NEUROLOGIC		
	42. PSYCHIATRIC (Specify any personality deviation)		
	43. PELVIC (Females Only) (Circle How Done)		
	VAGINAL		RECTAL

44. URINALYSIS: A. SPECIFIC GRAVITY			LABORATORY FINDINGS (Continue in Item 73)			
B. ALBUMIN		D. MICROSCOPIC		45. CHEST X-RAY (Place, date, film number and result)		
C. SUGAR						
46. SEROLOGY (Specify test used and result)		47. EKG	48. BLOOD TYPE AND RH FACTOR	49. OTHER TESTS		

MEASUREMENTS AND OTHER FINDINGS										
50. HEIGHT		51. WEIGHT	52. COLOR HAIR		54. BUILD <input type="checkbox"/> SLENDER <input type="checkbox"/> MEDIUM <input type="checkbox"/> HEAVY <input type="checkbox"/> OBESE			55. TEMPERATURE		
56. BLOOD PRESSURE (Arm at heart level)					57. PULSE (Arm at heart level)					
A.	SYS.	B.	SYS.	C.	SYS.	A. SITTING	B. AFTER EXERCISE	C. AFTER 2 MIN	D. RECUMBENT	E. AFTER 3 MIN
SITTING	DIAS.	RECUMBENT	DIAS.	STANDING (3 min)	DIAS.					

58. NOTES (Continued) AND SIGNIFICANT OR INTERVAL HISTORY

(Use additional sheets if necessary)

59. SUMMARY OF DEFECTS AND DIAGNOSES (List diagnoses with item numbers)

60. RECOMMENDATIONS - FURTHER SPECIALIST EXAMINATIONS INDICATED (Specify)

61. EXAMINEE (Check)

A. IS PHYSICALLY FIT FOR HIS/HER DUTIES

B. IS NOT PHYSICALLY FIT FOR HIS/HER DUTIES

62. IF NOT PHYSICALLY FIT, LIST DISQUALIFYING DEFECTS BY ITEM NUMBER

63. TYPED OR PRINTED NAME OF PHYSICIAN

SIGNATURE

58. NOTES (Continued) AND SIGNIFICANT OR INTERVAL HISTORY

(Use additional sheets if necessary)

59. SUMMARY OF DEFECTS AND DIAGNOSES (List diagnoses with item numbers)

60. RECOMMENDATIONS - FURTHER SPECIALIST EXAMINATIONS INDICATED (Specify)

61. EXAMINEE (Check)

A. IS PHYSICALLY FIT FOR HIS/HER DUTIES

B. IS NOT PHYSICALLY FIT FOR HIS/HER DUTIES

62. IF NOT PHYSICALLY FIT, LIST DISQUALIFYING DEFECTS BY ITEM NUMBER

63. TYPED OR PRINTED NAME OF PHYSICIAN

SIGNATURE

**BPDI - (Hearing)
Report of Auditory Examination**

Examinee Name: _____

Examination Date: _____

HEARING			AUDIOMETER							
RIGHT WV	/15 SV	/15	250	500	1000	2000	3000	4000	6000	8000
			256	512	1024	2048	2896	4096	6144	8198
LEFT WV	/15 SV	/15	RIGHT							
			LEFT							

NOTES AND SIGNIFICANT OR INTERVAL HISTORY

(Use additional sheets if necessary)

SUMMARY OF DEFECTS AND DIAGNOSES

RECOMMENDATIONS - FURTHER SPECIALIST EXAMINATIONS INDICATED (Specify)

EXAMINEE (Check One)

- A. Is physically fit for his/her duties
- B. Is not physically fit for his/her duties

IF NOT PHYSICALLY FIT, LIST DISQUALIFYING DEFECTS BY ITEM NUMBER

TYPED OR PRINTED NAME OF PHYSICIAN	SIGNATURE	PHONE NO.
------------------------------------	-----------	-----------

Audiometer examinations must be afforded for all officers and candidates and decibel readings must be recorded at 500, 1000, 2000, 3000 and 4,000 Hertz. Applicants will not be accepted if the hearing loss exceeds a 25 decibel average (ANSI) in either ear in the frequency range 1000, 2000, and 3000 Hertz. No single reading in that range may exceed 35 decibels and no applicant will be accepted if found to have a hearing loss exceeding 35 decibels at 500 or 45 decibels at 4000 Hertz.

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of January, 2011, by and between the Town of Berlin (the "Town"), and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (UE Local 222, CILU/CIPU, CILU #28); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); and Berlin Middle Management Association.

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

WHEREAS, a description of the MICA insurance plan is attached hereto as Exhibit A; and

WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

1. MICA shall replace all individual health insurance provisions contained in the collective bargaining agreements of the respective unions, and shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2010.
2. MICA shall remain in effect from the date of the execution of this agreement until June 30, 2014.
3. If, by June 30, 2014, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this ___ day of January, 2011.

TOWN OF BERLIN

Denise McNair

BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52

M. J. Wald

BERLIN WHITE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #28

Denise Shubert

HOME CARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

Barbara McLeod

BERLIN MIDDLE MANAGEMENT ASSOCIATION

Dave R...

Exhibit A Town of Berlin Medical

<p>Medical</p> <p>In-Network: Hospital Copay Outpatient Surgery Copay Emergency Room Copay Urgent Care Office Copay (Prev/Sick/Specialist) Maximum</p> <p>Out-of-Network: Deductible (Ec/Ec+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age</p>	<p style="text-align: right;">Employee Cost</p> <p style="text-align: right;">\$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$15 / \$15 Co-pay unlimited</p> <p style="text-align: right;">\$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26</p>
Vision Rider	Included
<p>Rx Riders</p> <p>Retail Copay Mail Order Copay Maximum Formulary</p>	<p style="text-align: center;">Managed Care \$5 / \$20 Co-pay \$8 / \$30 Co-pay \$2500 annual maximum benefit No</p>
<p>Dental</p> <p>Rider A Rider B Rider C Rider D Dependent Child Age</p>	<p style="text-align: center;">Full Yes Yes Yes Yes To age 26</p>
<p>Employee Premium Cost Share</p> <p>7/1/2010 7/1/2011 7/1/2012 7/1/2013</p>	<p style="text-align: center;">12% 12% 13% 14%</p>
<p>Health Insurance Waiver</p> <p>Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere, an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of such health insurance and dental coverage, such employee may receive on an annual basis the following amounts (paid quarterly):</p>	
<p>Individual Coverage: Employee Plus One: Employee Plus Two or more:</p>	<p style="text-align: right;">\$500 \$1,800 \$2,500</p>

* Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear.

High Deductible Health Care

The Town shall have the right to implement a Comprehensive and/or High Deductible Health Plan as an additional health insurance option for all employees. The Town will discuss (but not negotiate) the plan with the Union prior to implementing the plan.