TOWN OF COLCHESTER

and

COLCHESTER POLICE
AFSCME COUNCIL #4

July 1, 2020 – June 30, 2024
COLLECTIVE BARGAINING AGREEMENT

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PREAMBLE

This Agreement entered into by and between the Town of Colchester, hereinafter referred to as the "Town" or the "EMPLOYER," and LOCAL 2693T, AFSCME Council #4, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE I - RECOGNITION

Pursuant to State Labor Relations Certificate Number ME - 17,188, the Town recognizes the Union as the sole and exclusive bargaining agent for all investigatory and uniformed members of the Colchester Police Department, excluding the Resident State Trooper and all others excluded by the Municipal Employees Relations Act ("MERA"), in matters regarding wages, hours, and other working conditions.

ARTICLE II - UNION SECURITY

Section 1. The Town agrees to deduct from the pay of its employees who sign appropriate wage deduction authorizations, such membership dues or other voluntary fees as certified by the Union Financial Officer at least one month prior to the deduction or any change in the amount to be deducted.

Section 2. Upon receipt of a signed authorization form from the employee involved, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine.

Section 3.

a. Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

b. New employees who wish to become members of the Union shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

Section 4. The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or agent or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

ARTICLE III - MANAGEMENT'S RIGHTS

There are no provisions in this agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town has prior to the effective date of this contract unless and only to the extent that provisions of this agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Town's rights, powers, and authority, include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements; curtailments, or transfers thereof; removal of equipment; outside purchases of products or services, the scheduling of operations; means of operations; the equipment to be used; and the right to introduce new and/or improved methods of operations and departments and to change existing methods of operations and departments; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards of performance; determine the qualifications of employees; and to run the department efficiently. To the extent that the exercise of these rights impact on wages, hours and working conditions, the Town will be obligated to bargain pursuant to controlling State labor relations law.

ARTICLE IV - SENIORITY

Section 1. The seniority rights of all members of the Department shall be based on length of service in the Department, and shall be determined by the first day of paid employment.

Section 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 the same day, shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

Section 3. Seniority shall not be broken by vacation, sick time, job-related injuries, authorized leave of absence, suspension, or any qualified military service as provided by State and Federal law, up to any limits provided for in this Agreement.

Section 4. Seniority shall be broken only by the following events: discharge for just cause including unauthorized absences for five (5) consecutive days or more without notifying the Town in writing unless failure to do so is beyond the employee's control; voluntary resignation; layoff in excess of eighteen (18) months; and failure to report for duty within ten (10) days after notification of recall unless such time limit is waived in writing by both parties.

Section 5. In the event of a reduction in the work force, layoffs shall be conducted in accordance with inverse order of seniority, provided that the more senior employees are qualified to perform the remaining work. Recall shall be in accordance with seniority, provided the employees recalled are qualified to perform the work which is required and have maintained their required certifications held at the time of their layoff.

Section 6. An employee shall be considered probationary from the time of hire up until twelve (12) full months of service following the employee's completion of field training which shall commence following certification by the Municipal Police Training Academy. For employees who are hired after having been certified by the Municipal Police Training Academy, the employee's probationary period shall continue from the date of hire until one (1) full year of service following such date of hire. A probationary officer may be terminated by the Board of Police Commissioners and said employee shall not have recourse to the grievance and arbitration provisions of this agreement regarding that termination. Upon completion of the twelve (12) month probationary period the employee's seniority shall date back to the first day of employment.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible without waiving any express time limit, so as to insure efficiency and employee morale.

Section 2. Unless superseded by the expressed and lawful terms of this agreement, the Town and the Union shall recognize and adhere to all provisions of law, Town Ordinances, the Town of Colchester Police Rules and Regulations Manual, and Town Personnel Rules and Regulations.

Section 3. A basis for a grievance may result from a complaint concerning:

a. Discharge, suspension, or other disciplinary action without just cause;

b. Any claim of discrimination that can be filed with the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission may be filed as a grievance. However, such a grievance shall not be processed to arbitration. Claims in which the Connecticut Commission on Human Rights and Opportunities or Equal Employment Opportunity Commission do not have the authority to address may be filed as a grievance and processed to arbitration, but only within the grievance timelines set forth herein;

c. Interpretation and application of the Rules and Regulations of the Colchester Police Department; or

d. Application or interpretation of a specific term of this Agreement.

Section 4. A grievance shall be processed in the following three (3) steps:

Step 1:

The aggrieved employee, who may be represented by a Union representative from the bargaining unit or the Union itself, shall present the grievance, in writing and with discussion, to the Resident State Trooper within ten (10) calendar days of the time the grievant knew or should have known of the incident giving rise to the grievance. The written grievance shall include:

a. A statement of the grievance and the facts involved; and

b. The specific Section or Sections of the Agreement, or Rule or Regulation, which has been violated.

The Resident Trooper shall render his/her decision within ten (10) calendar days of the date the grievance was submitted to him/her.

Step 2:

If the Union is not satisfied with the decision of the Resident Trooper, the grievance may be presented, in writing, to the First Selectman of the Town of Colchester, provided the same takes place within ten (10) calendar days of said decision being rendered in Step 1. The First Selectman shall render his/her decision, in writing, to the aggrieved employee and his/her representative within fifteen (15) calendar days of receipt of the grievance.

Step 3:

If the Union is not satisfied with the decision rendered by the First Selectman, the Union shall have ten (10) calendar days after the receipt of the First Selectman's decision to file for arbitration with the State Board of Mediation and Arbitration. The request for arbitration must be in writing with a copy sent to the First Selectman.

Section 5. The parties agree that the decision of the Connecticut Board of Mediation and Arbitration shall be final and binding, provided it is not contrary to law. The arbitrators shall be bound by, and must comply with all of the terms of this Agreement, and shall have no power or authority to add to, subtract from, or, in any way, modify the provisions of this Agreement. The arbitrators' award shall include findings of fact and conclusions as necessary to support the award.

Section 6. Additional Provisions.

a. 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.

b. For the purpose of time limits, days shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties in writing.

c. The Union shall be entitled to submit grievances in the name of the employee in the same manner as provided herein.

d. The Union shall have the right and choice of representation from within the bargaining unit and with approval of Council #4 during step 1, step 2 and step 3 of the grievance process.

e. If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.

ARTICLE VI - DISCIPLINARY PROCEDURE

Section 1. No employee who has completed the probationary period shall be disciplined, reprimanded, demoted, suspended, or dismissed except for just cause. Additionally, no employee who has completed the probationary period shall be transferred from a bid position without prior approval of the First Selectman. Nothing in this Article shall prevent the First Selectman or Police Commission from reassigning or placing an officer on administrative leave with pay pending an investigation.

Section 2. Progressive Discipline.

The parties jointly recognize the remedial value of disciplinary action. Accordingly, wherever appropriate, Management will follow these guidelines:

a. Take prompt corrective action.

b. Apply discipline with a view toward uniformity and consistency.

c. In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination, or willful misconduct.

Nothing in this section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires it. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious, or discriminatory.

Section 3. Work now grieve later.

The parties recognize that it is the duty of every employee to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders, therefore, must be obeyed and grievance procedures invoked later.

Any member of the Colchester Police Department who fails to carry out any lawful order or comply with rules, regulations, or instructions is subject to disciplinary action. If the employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

Section 4. Notice of Discipline

a. Pre-disciplinary hearing. There shall be an informal hearing before that body or person who will be imposing discipline beyond verbal or written warnings. The Employee shall have the choice of union representation and be allowed to bring forth witnesses or notarized statements from them.

b. Prior to an informal hearing or the issuance of a verbal or written warning, a Pre-disciplinary Incident Report will be completed by the Resident State Trooper. The Pre-disciplinary Incident Report shall contain a description of the acts allegedly committed by the employee and shall also contain the particular provisions of the Department's rules and regulations allegedly violated. The Pre-disciplinary Incident Report shall be issued to the employee prior to the informal hearing or issuance of a verbal or written warning. The employee shall sign the report to acknowledge only receipt of such. Actual notice of disciplinary action shall contain the level of discipline imposed, the date of the violation, and the provision(s) of the Department's rules and regulations violated.

Section 5. Investigative Interviews

a. During an investigative interview, the officer shall be accompanied by a Union Steward or Union Representative approved by AFSCME Local 2693T, unless such representation is waived, in writing, after conferring with the Steward or Union Representative. The Union Representative and employee shall have all rights as enunciated in Weingarten. Employees ordered to answer questions shall be given the Garrity warning and receive a copy of the signed Garrity statement. An employee who answers questions under Garrity is immune from having his answers used for any criminal proceeding.

No recording nor transcript will be made without the knowledge of all participants in the investigative interview.

b. A written explanatory may be utilized in lieu of an investigative interview. In such instances, notice shall be given on the written directive for such explanatory as to the employee's right to confer with a Union Representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

Section 6. Oral Reprimands

Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee.

Section 7. Investigation of Citizen Complaints

Citizens who complain about the performance or conduct of an employee shall be encouraged to (A) identify themselves, and (B) reduce their complaint to a written statement. No officer will be disciplined solely based on an oral complaint and no written explanatory will be required in response to the oral complaint unless corroborating information exists.

In the case of non-criminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee and the Union at the outset of the investigation, together with the time, if known, of the filing of the oral complaint, if any. The identity of a citizen complainant requesting anonymity will not be disclosed except that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

Section 8. Authorization and Level of Discipline

In recognition of the various levels of command and degrees of improper conduct which may warrant discipline, the following supervisory personnel may impose the described levels of discipline:

a. The First Selectman, the immediate supervisor or designee may impose the following discipline:

1) Oral reprimands.
2) Written reprimands.

b. Police Commission may impose the following discipline:

1) Oral reprimands.
2) Written reprimands.
3) Suspensions.
4) Dismissal.

5) Demotion (provided demotion shall not apply to the rank of Officer First Class).

ARTICLE VII - HOURS OF WORK & WORK SCHEDULES

Section 1. Basic Workweek

The regular workweek of all employees shall be the 5-3 schedule (5 workdays followed by 3 day leaves) which cycle consists of fifty-six (56) days (8 weeks) and includes thirty-five (35) working days and twenty-one (21) day leaves. The regular workweek for an officer assigned as the School Resources Officer will be a 5-2 schedule, Monday through Friday, during the school term and during the summer term as needed to support youth related programs.

Section 2. In an emergency situation or due to emergent conditions that could seriously compromise public safety as determined by the First Selectman or his/her designee in consultation with the Board of Police Commissioners, the Town may alter a shift starting and quitting time for a necessary period of time. Except in an emergency, the Town shall give the Union adequate notice of the intended changes and afford an opportunity for discussion.

Section 3. Shift Schedule

The shift schedule covering each cycle described in Section 1 shall be posted at least two (2) weeks in advance. All employees, except probationary employees, shall have the opportunity to bid for a particular shift; either days, evenings, late evenings, or a rotation cycle of days, evenings, and/or late evenings. In the case of the 5-3 schedule, the bids shall be for the fifty-six (56) day cycle. In the case of the 5-2 schedule, the bids shall be on a quarterly basis. Awarding of bids will normally be made on the basis of seniority. However, Management may consider qualifications, certifications, morale, scheduling needs and discipline in awarding bids, which may result in a senior officer receiving a second or third choice with the approval of the First Selectman.

Shift Bids:

a)	Day Shift	7:00 am – 4:00 pm/4:15 pm
b)	Evening Shift	3:00 pm – 12:00 am/12:15 am
c)	Late Evening Shift	6:00 pm – 3:00 am/3:15 am

In the event the Town decides to establish a midnight shift (11:00 pm to 8:00 am/8:15 am.), the midnight shift shall be added to the shifts bid upon.

Also, to insure the Town flexibility, yet keeping the shifts reasonably stable, a two (2) hour adjustment to the work shift may be made by the Resident State Trooper within a twenty-four (24) hour time period. All adjustments to the stated work shift requested by full time officers must have prior approval of the Resident State Trooper. Approved adjusted hours shall be paid on a regular straight time basis. Approval shall not be unreasonably withheld.

Section 4. Exchange of Shifts

Employees may change shifts provided:

a. There is no additional cost to the Town of Colchester.

b. The employee's supervisor is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the shift change.

c. The Town of Colchester is not responsible for enforcing agreements made between employees.

d. Approval of shift changes is subject to revocation as dictated by the needs of the Colchester Police Department.

Section 5. Management will assign non-emergency, patrol related overtime to officers outside their normally scheduled hours of work in accordance with the following system:

Employees not scheduled to work will be listed by seniority and by the date of the last overtime opportunity and shall have the opportunity to volunteer for overtime until each person on the list has had an opportunity. If there are no volunteers, the supervisor will assign overtime in inverse order of seniority.

Nothing in this provision will limit the Town's right to extend an officer's shift contiguous to the officer's normally scheduled hours of work including calling the officer in to work at an earlier start time. No probationary officer on field training shall be eligible to work any overtime assignments until they are off field training.

Section 6. Probationary employees' scheduling shall be at the discretion of the First Selectman or his/her designee (Resident State Trooper).

Section 7. Under no circumstances, other than in an emergency, shall an employee be scheduled to work more than two (2) consecutive shifts.

Section 8. Placement in platoon requests will normally be based on seniority. However, Management may consider qualifications, certifications, morale, scheduling needs and discipline in platoon placement, which may result in a senior officer receiving a second or third choice with the approval of the First Selectman.

Section 9. It has been the practice of the Town of Colchester to fill shift schedules with two (2) patrol officers per shift. The Resident State Trooper shall continue to make every effort to follow this practice by offering overtime on a volunteer basis. For any shift that the Town schedules, the Town has the right to require mandatory coverage of at least one (1) officer. Scheduled shifts may include day, evening or midnight shifts as determined by the Town. When ordering in any officer to ensure such coverage, the Town will be guided by the following agreed upon terms:

a. No bargaining unit member shall be ordered in more than ten (10) times in any contract year;

b. Order-ins shall be filled by rotation in inverse seniority;

c. No less than one (1) employee shall be required to work on any shift scheduled by the Town; and

d. A second scheduled position shall be offered on a voluntary basis.

ARTICLE VIII - RATES OF PAY

Section 1. Base Hourly Rate:

Effective July 1, 2020, base rates will be increased over the next four contract years as follows: 2.25%, 2.25%, 2.5% and 2.5%.

	Years	Years	Years	Years	Years	Years	Years	Years
Position	0 to 1	1 to 3	3 to 4	4 to 5	5 to 6	6 to 10	10 to 15	15 to END
Sergeant					40.95	42.32	43.97	45.63
Corporal							41.47	43.13
OFC				36.18	37.45	38.82	40.47	42.13
OFF	28.10	31.19	33.87	35.13	36.37	37.69	39.30	
			Salaries 2020-2021 2.25%					

	Years	Years	Years	Years	Years	Years	Years	Years
Position	0 to 1	1 to 3	3 to 4	4 to 5	5 to 6	6 to 10	10 to 15	15 to END
Sergeant					41.80	43.20	44.88	46.58
Corporal							42.38	44.07
OFC				36.99	38.30	39.70	41.38	43.07
OFF	28.73	31.89	34.63	35.92	37.19	38.54	40.19	
			Salaries 2021-2022 2.25%					

	Years	Years	Years	Years	Years	Years	Years	Years
Position	0 to 1	1 to 3	3 to 4	4 to 5	5 to 6	6 to 10	10 to 15	15 to END
Sergeant					42.75	44.19	45.92	47.65
Corporal							43.42	45.15
OFC				37.91	39.25	40.69	42.42	44.15
OFF	29.45	32.69	35.49	36.82	38.12	39.50	41.19	
			Salaries 2022-2023 2.5%					

	Years	Years	Years	Years	Years	Years	Years	Years
Position	0 to 1	1 to 3	3 to 4	4 to 5	5 to 6	6 to 10	10 to 15	15 to END
Sergeant					43.74	45.21	46.98	48.76
Corporal							44.48	46.26
OFC				38.86	40.24	41.71	43.48	45.26
OFF	30.18	33.50	36.38	37.74	39.07	40.49	42.22	
			Salaries 2023-2024 2.5%					

Effective February 2, 2017, there shall be a Step 15 added to the Officer First Class position.
Effective July 1, 2020, There will be a rank of Corporal added to the Salary Schedule.
Effective July 1, 2020, There will be steps added for the rank of Sergeant for years 5-6, 6-10, 10-15 and 15-End steps.

Section 2. Step Increases.

a) All employees not at the top step of their salary schedule shall advance one step on the salary schedule effective July 1 of each contract year. For those employees hired before January 1st, their step increase will be effective on July 1st of the next fiscal year. For those employees hired after January 1st, their next step increase will be on July 1st of the following fiscal year.

Example: An officer hired on September 1, 2011 would be eligible for a step increase on July 1, 2012.

Example: An officer hired on January 2, 2012 would be eligible for a step increase on July 1, 2013.

b) Service Rating. Each officer will be evaluated in the first week in May and November of each year by his/her supervisor. An overall unsatisfactory service rating in May will deny an employee his/her next annual step increase in July. If the unsatisfactory service rating in May is

followed by an overall satisfactory service rating in November, the employee will be eligible for his/her annual step increase at that time. It is understood that only an overall unsatisfactory service rating shall be grievable.

The employee shall be given a copy of any service rating form which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.

The following ratings shall constitute an overall "unsatisfactory" performance rating for purposes of Section 1 above (see Appendix A- State of Connecticut Department of Public Safety Officer Performance Evaluation or Observation Report):

a. Two (2) or more performance criteria rated "unsatisfactory;" or

b. Five (5) or more performance criteria rated "needs improvement;" or

c. Any combination of Five (5) or more performance criteria rated either "unsatisfactory" or "needs improvement."

Prior to issuing an "unsatisfactory" service rating supervisors shall counsel the officer on any deficiency. When the employee is rated less than satisfactory in any category, the rating supervisor shall state the reasons why. The evaluator shall not act arbitrarily or capriciously and shall rate an employee only on relevant and supportive documentation including but not limited to Performance Observation Reports ("PORs").

Section 3. Full-time officers of the Police Department, who have completed five (5) years of continuous full-time employment with the Town, are eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1 of each year:

Years of Completed Continuous, Full-Time Employment	Yearly Amount
6th to 9th year	$450
10th to 14th year	$500
15th to 19th year	$600
20th year and over	$750

Notwithstanding the language provided above, for all full-time officers of the Police Department who are hired on or after July 1, 2011, such officers shall not be eligible for the above-referenced longevity pay provision but in lieu thereof, shall receive a one-time longevity payment of Four

Thousand Dollars ($4,000), payable upon their fifth (5th) anniversary of their continuous employment with the Town as a sworn police officer.

Section 4. Any officer who works as a Field Training Officer shall receive one hour of compensatory time for each shift worked as a Field Training Officer.

Section 5. The Town shall place newly hired officers with prior law enforcement or related experience on the salary schedule taking into consideration such officer's prior experience, qualifications and abilities.

Section 6. All compensation due an employee shall be paid by way of direct deposit to a bank account designated by the employee with the Town.

Section 7. Effective February 2, 2017, there shall be a shift differential of $1.00 applied to all hours worked on the evening shift and $1.00 applied to all hours worked on the midnight shift.

Section 8. K9 Stipend will be paid at $150.00 per week, effective July 1, 2020.

ARTICLE IX - OVERTIME

Section 1. All overtime duty shall be paid at the rate of time and one-half (1½) for all hours, or any portion thereof, worked in excess of the police officer's regularly scheduled work week or regularly scheduled work day.

Section 2. When an officer is required to return to duty to perform overtime duties, and when the overtime hours so worked are not contiguous with the officer's regular hours, he or she shall be paid not less than four (4) hours at the rate of time and one-half (1½).

Section 3. An employee required to appear in court on his or her scheduled day off in a criminal or civil case related to the performance of the employee's duties as a police officer, shall be paid not less than two (2) hours at the rate of time and one-half subject to the Town's right to switch shifts to avoid premium overtime rates. Employees will be required to provide notice to the Resident State Trooper of all court appearances reasonably in advance.

Section 4. When a member of the bargaining unit attends required training outside of their normal hours of work, such time shall be compensated at one and one-half (1½) times his/her base wage rate unless the Town provides a minimum of seven (7) days advanced notice. Where such advanced notice is provided, the employee's normal hours of work will be adjusted to include the training time and the employee will be compensated at the straight-time hourly rate. Training time shall include travel time to and from the training facility.

Section 5.

a. **Pay For Work On Holidays Except Thanksgiving Day, Christmas Day, New Year's**

Eve and Independence Day (the Fourth of July). Those employees who are regularly scheduled to work on any of the Holidays recognized under this agreement, except Thanksgiving Day, Christmas Day, New Year's Eve and Independence Day (the Fourth of July), shall be paid at their straight time hourly rate of pay for all hours worked in addition to holiday pay in accordance with Article XVIII, Section 1. Those employees who work an overtime assignment (voluntarily or upon being ordered in) on any of the Holidays recognized under this agreement, except Thanksgiving Day, Christmas Day, New Year's Eve and Independence Day (the Fourth of July) shall be paid at time and one half their regular rate of pay for all hours worked in addition to holiday pay in accordance with Article XVIII. There shall be no pyramiding of overtime, and no employee who works on a holiday shall be entitled to any other payment under the provisions of this Article IX.

b. **Pay For Work On Thanksgiving Day, Christmas Day, New Year's Eve and Independence Day (the Fourth of July).** Those employees who are regularly scheduled to work on Thanksgiving Day, Christmas Day, New Year's Eve and Independence Day (the Fourth of July) shall be paid at time and one half the employee's regular rate of pay for all hours worked in addition to holiday pay in accordance with Article XVIII. Those employees who work an overtime assignment (voluntarily or upon being ordered in) on Thanksgiving Day, Christmas Day, New Year's Eve, and Independence Day (the Fourth of July) shall be paid two times the employee's regular rate of pay for all hours worked in addition to holiday pay in accordance with Article XVIII. There shall be no pyramiding of overtime, and no employee who works on a holiday shall be entitled to any other payment under the provisions of this Article IX.

ARTICLE X - INSURANCE

Section 1.

a) Effective July 1, 2020, all eligible bargaining unit employees may elect single, two-person, or family coverage under the Town's HDHP/HSA Plan with deductibles of Two Thousand Dollars ($2,000) for single and Four Thousand Dollars ($4,000) for two person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network services the member will have an additional responsibility for twenty percent (20%) of the cost of services after the deductible until the cost share maximum ("CSM") reaches Four Thousand Dollars ($4,000) single (includes deductible) and Eight Thousand Dollars ($8,000) two person and family (includes deductible). The CSM also includes prescription co-pays after the deductible is satisfied in the amount of $10.00 generic/$25.00 formulary/$40.00 non-formulary.

For the plan year commencing on July 1, 2020, the Town shall fund fifty-five percent (55%) of the deductible cost through quarterly proportionate deposits to a Health Savings Account ("HSA") for each employee. For the plan year commencing on July 1, 2021 the Town shall fund fifty percent (50%) of the deductible cost through quarterly proportionate deposits to a Health Savings Account ("HSA") for each employee. For the plan year commencing on July 1, 2022 the Town shall fund forty-five percent (45%) of the deductible cost through quarterly proportionate deposits to a Health Savings Account ("HSA") for each employee. For the plan year commencing on July 1, 2023 the Town

shall fund forty percent (40%) of the deductible cost through quarterly proportionate deposits to a Health Savings Account ("HSA") for each employee. Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Town providing the same contributions towards reimbursement as in the HSA. HRA contributions shall be accessible from the commencement of the plan year.

Medical contribution credits equal to one percent (1%) of the applicable premium rates will be applied through employee payroll deductions if the employee is compliant with the Town's Wellness Program. The Town's Wellness Program requires employees to do the following in order to qualify for their medical contribution credit:

- Have their physician complete a Preventative Health Attestation Form indicating they are current for age appropriate screenings:

- Physical Exam
- Breast Cancer Screening
- Colon Cancer Screening
- Cervical Cancer Screening

- Have their physician provide them with Biometrical results including:

- LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure Pulse

Complete an on-line Health Risk Assessment, including Biometrical Results.

Effective July 1, 2020, each member of the bargaining unit, who elects benefits under the HDHP/HSA insurance plan, shall contribute, through bi-weekly payroll deduction, seventeen and a half percent (17.5%) of the monthly premium equivalent cost for individual, two-person or family medical, dental and prescription drug benefit coverage as provided in this Article. Effective July 1, 2021, the HDHP plan employee premium contribution shall be Eighteen percent (18%); effective July 1, 2022, the employee premium contribution shall be Eighteen and a half percent (18.5%); effective July 1, 2023, the employee premium contribution shall be Nineteen percent (19%). Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801, and/or any other local, state or federal statute or regulation, the parties agree to negotiate the impact of payment of such tax.

b) The Town will pay the full cost of the employee's group life insurance. Said insurance shall be in the amount of $100,000.

Section 2. Nothing herein shall be interpreted to prevent the Town from obtaining comparable medical, dental or prescription drug benefit coverage from alternative insurance carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage. If the Town proposes a change, it shall give written notice to the Union. The Union may challenge any proposed change in insurance carriers/administrators on the basis that the coverage to be provided is not comparable to the existing coverage. The Union's challenge must be filed in writing within sixty (60) calendar days from notice of the proposed change, and must specify the areas in which the Union claims that the proposed plan is not comparable to the current one. The Town and the Union shall meet to discuss the Union's concerns, which discussions shall be concluded no later than thirty (30) calendar days following receipt of the Union's notice of challenge. If a dispute remains, it shall be submitted to the State Board of Mediation and Arbitration pursuant to the grievance procedure under Article V.

Section 3. As set forth more fully in the long term disability plan design which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of $4,200 per month (pre-existing condition clause applies to any amount of benefit over $2,000). These benefits will be offset by workers' compensation benefits including heart and hypertension benefits, retirement benefits, and other state or federal mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

ARTICLE XI - UNIFORMS

Section 1. The Town will provide bargaining unit employees with 3 summer pants, 4 summer shirts and 3 winter pants, 4 winter shirts. Replacement of uniforms shall be on an as needed basis consistent with past practice. Boots will be replaced every two years and paid for by the Town, not to exceed $300.00.

Section 2. The Town will provide each full time employee with a cleaning allowance payable at the rate of $5.00 per day for all scheduled work days and overtime days actually worked, bi-weekly. However, at any time, the Town, may, in its sole discretion, opt to contract out the cleaning of uniforms in lieu of paying the cleaning allowance set forth in this Section 2. In such event, full time employees shall be required to have their uniforms cleaned by the entity with whom the Town has contracted for this purpose and shall not receive any cleaning allowance.

ARTICLE XII - PROMOTIONS

Section 1. All promotions within the department to ranks above Corporal that fall within the bargaining unit shall be made only after a competitive examination has been administered to eligible candidates. Such examination shall be administered under the direction of a duly established impartial agency mutually agreed to by the Town and the Union. If the parties cannot mutually agree and if the State of Connecticut has, at the time of the opening for promotion, an agency that will administer the examination for the Town, that state agency shall be utilized. If the State does not have an agency that will administer the examination, the Employer and the Union shall establish mutually agreeable eligibility criteria for all such promotions described herein with the understanding that the Employer reserves the right to determine the need for any such promotion. The Employer also reserves the right to promote from the top three (3) candidates as determined by either the competitive examination or mutually agreeable criteria.

Section 2. A promotional list shall be compiled after the results of said examination have been published, and the Board of Police Commissioners shall make the list available for inspection to all members of the department. The list shall contain the names of those examined, ranked according to the scores achieved on the examination.

Section 3. No full time employee shall be eligible to take the examination for sergeant unless he/she has, at the time of application for examination, at least five (5) years of continuous service in the Colchester Police Department.

Section 4. Whenever, for any reason, a vacancy occurs, a promotion from the promotional list may be made at the discretion of the Board of Police Commissioners to fill the vacancy. If no list exists and a test must be given, the Board of Police Commissioners may make a temporary assignment to that position until such time as a new list can be generated. This temporary assignment shall not last for more than one hundred eighty (180) days. Employees filling temporary positions must meet the minimum continuous service requirement for the position. Employees filling temporary positions shall receive the higher rate of pay.

Section 5. All promotional examinations shall be comprised of three (3) phases: Written test, oral test and performance evaluation. The weights of each phase shall be as follows: Written test: forty-five (45) percent; Oral test: forty-five (45) percent; and Performance evaluation: ten (10) percent. The performance evaluation component score shall be determined in the sole discretion of the Police Commission based upon the officer's performance evaluations and any other evidence submitted by the officer on his/her behalf. All candidates must receive a combined average of 70% on the test in order to be eligible for promotion.

Section 6. A promotional list shall be effective for one (1) year from the date of its posting. No promotions will be made from an expired promotional list. The parties may, by mutual agreement, extend the list up to a maximum of one (1) year.

Section 7. Officer First Class (OFC) Rank:

To obtain the rank of OFC the following requirements must be met:

1) Five (5) years of continuous employment or, in the alternative, four (4) years of continuous employment in addition to successful completion of a community service project that remains on-going after initiation;

2) Clean performance record for thirty-six (36) months prior to application for OFC with exceptions determined at the discretion of the Police Commission who shall act in a nondiscriminatory, noncapricious and nonarbitrary manner; and

3) CPR, Basic First Aid and Narcan Administration certification.

Once the above requirements are met, the applying officer will be allowed to attain the rank of OFC with approval of the Board of Police Commissioners. No request for OFC will be denied without good cause. No request for CPR, Basic First Aid or Narcan Administration training will be unreasonably denied. To continue to hold the rank of OFC, these certifications or higher certification must be maintained. It is the responsibility of the OFC to make sure the requests to maintain these certifications are made in advance. The Town agrees that it will continue to pay for the recertification.

Section 8. Corporal (CPL) Rank

To obtain the rank of CPL, all of the following conditions must be met:

1) Ten (10) years of continuous employment as an officer in the Colchester Police Department;

2) Clean performance record for thirty-six (36) months prior to application for the CPL with exceptions determined at the discretion of the Police Commission who shall act in a non-discriminatory, non-capricious and non-arbitrary manner; and

3) Perform an on-going task/responsibility other than the basic functions of patrol to benefit the Police Department.

Once the above requirements are met, the applying officer will be allowed to attain the rank of CPL with the approval of the Board of Police Commissioners. No request for CPL will denied without good cause. The CPL will be paid an additional $1.00 per hour over the OFC rate at the applicable step.

Section 9. Sergeant (SGT) Rank

To obtain the rank of SGT, all of the following conditions must be met:

1) Five (5) years of continuous employment as an officer in the Colchester Police Department;

2) Clean performance record for thirty-six (36) months prior to application for the SGT.

Section 10. As used herein, the term "promotion" shall be defined as an assignment to a higher rank.

Section 11. If the Town creates any specialized positions within the bargaining unit, such positions shall be offered first to the most qualified officer(s) who hold the rank of Officer First Class, meet the requirements for the position and complete a proper interview process. This process will be overseen by the Board of Police Commissioners.

ARTICLE XIII - SICK LEAVE

Section 1. Each full-time employee will be entitled to sick leave with pay at the regular straight-time hourly rate of pay in effect at the time such leave is taken. Such leave shall be earned at the rate of one (1) day per month of continuous service in each calendar year. Full-time employees may accumulate up to sixty (60) days of paid sick leave. For the sole purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article X, Section 3, employees may accumulate up to 30 additional days of sick leave which can also be drawn in special circumstances involving serious health conditions at the discretion of the First Selectman.

Section 2. Sick leave shall continue to accumulate during approved leaves of absence with pay or vacation time. Sick leave shall not continue to accumulate during leaves of absence without pay, suspension without pay, nor during the time an employee receives long-term disability payments.

Section 3. Each employee who retires or resigns with ten or more years of service with the Town will be paid for his sick leave at the base rate of pay. Upon death of an employee, the employee's designated beneficiary shall be paid for his sick leave at his base rate of pay.

Section 4. The Town may have an employee examined by a doctor jointly selected by the parties or from a mutually agreed list of doctors, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness or to determine an officer's fitness for duty. A doctor's certificate may be required by the Town whenever an employee is off from work three (3) or more occasions, or at any time that it is deemed that sick leave is being abused by an employee. In the latter circumstances, the employer will document the reasons for such request. Whenever an employee is off from work for ten (10) or more work days, the employee shall give the Town a doctor's release before the employee returns to work.

Section 5. An employee who is on injury leave shall be assigned to "light duty" work if such work is available as determined by the Resident State Trooper and the First Selectman. The light duty assignment shall commence from and after the date on which the employee's treating physician determines that employee may return to work even though the employee cannot perform all of the regular duties of a police officer. Such assignment shall be subject to the following:

a. The assignment shall be consistent with the limitations prescribed by the employee's treating physician.

b. The nature and duration of the assignment shall be determined by the Town. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a police department function.

c. The work schedule for an officer on light duty status shall be subject to any limitation on hours of work prescribed by the employee's treating physician.

d. Any officer who is released by the treating physician to perform restricted work and who is assigned light duty must accept the light duty as assigned.

e. In determining the availability of light duty work, the Town shall not discriminate based on whether an officer was injured on or off the job.

Section 6. Donation of Time. With the approval of the First Selectman, members may donate sick leave, personal leave, vacation, or holiday leave to other members for the sole purpose of providing time off to members who exhausted all of their own time in the event of an emergency or major medical issue.

ARTICLE XIV - PERSONAL LEAVE

All full time employees shall be entitled to four (4) personal leave days annually, to be taken in no less than half (1/2) day increments, provided the employee gives prior notice of at least twenty-four (24) hours and receives approval from the First Selectman or his/her designee (Resident State Trooper). Personal leave days cannot be carried over from one year to the next, unless approved by the First Selectman and then must be used by March of the next year.

ARTICLE XV - FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of a full time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father in-law, grandchild, or any other relative who is living in the employee's household.

Section 2. In the event of the death of a brother or sister in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section 3. The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time or personal days.

ARTICLE XVI - VACATION

Section 1. Full time employees shall be granted time off with pay for vacations according to the following schedule:

Years of Completed Continuous Full-Time Service	Rate Accumulated
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 5 years	Three weeks (15 working days)
After 10 years	Four weeks (20 working days)
After 16 years	Five weeks (25 working days)

Officers shall continue to earn 1 vacation day per year from 20 to 24 years of service for a total of Six weeks (30 working days). (Ex: 20 years is 5 weeks and 1 day, 21 years is 5 weeks and 2 days, etc...)

Section 2. Vacation requests for two (2) or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All vacation requests must be approved by the First Selectman or his/her designee.

Section 3. Employees will be allowed to carry over, from one calendar year to the next, accrued but unused vacation days to a maximum accumulation of fifteen (15) days.

Section 4. In the event of retirement, resignation, or termination of employees hired on or before the signing of this Agreement, earned but unused vacation shall be paid in a lump sum payment to the employee. In the event of retirement, resignation, or termination of employees hired after the signing of this Agreement, fifty percent (50%) of earned but unused vacation shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment for earned but unused vacation shall be made to the beneficiary of the employee.

Section 5. Vacation shall be credited on January 1st of each contract year. Rate differentials based on completed years of service in Section 1 shall be credited on the employee's anniversary date. For example: An employee hired on July 1, 2003 will be credited with one week (5

working days) on July 1, 2004. He/she will then be credited with one week (5 working days) on January 1st 2005 and will receive an additional one week (5 working days) differential on July 1, 2005 - the employee's second anniversary date.

In granting time off, every effort will be made by the Town to meet the requests of employees as to the scheduling of vacation. Vacation shall be granted on a first-come, first-served basis. In the event of conflicting requests, the employee with greater seniority shall have preference.

Section 6. An employee shall not be called in on his/her vacation except in an emergency or with the employee's agreement.

Section 7. Unbroken full time service with the Town shall be counted toward years of service for calculation of vacation time for employees transferring into the police department.

ARTICLE XVII - MILITARY LEAVE

Military leave will be provided in accordance with applicable State and Federal law as may be amended from time to time. Copies of such Act(s) will be provided to the officers.

ARTICLE XVIII - HOLIDAYS

Section 1. Full-time employees covered by this agreement shall be entitled to fourteen (14) paid holidays in one calendar year for which they may receive compensatory days off. Holiday pay shall be at straight time. The paid holidays are the following (regardless of the day of the week on which they fall):

New Year' Day
Martin Luther King Day
Floater
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve (1/2 day)
Christmas
New Year's Eve (1/2 day)
All holidays will be treated as floating holidays at the employee's option with prior approval by the First Selectman or his/her designee (Resident State Trooper).

Section 2. If a holiday falls during an employee's vacation, he/she shall be given an additional day off.

Section 3. Employees will be allowed to carry over accrued but unused compensatory days from one calendar year to the next to a maximum accumulation of ten (10) days.

ARTICLE XIX - EXTRA DUTY

Section 1. The term "extra duty," "extra assignment" or "private duty," for the purpose of this agreement, shall mean police duty for some Town department, other than the Police Department or for which an employee's services are being charged by the Town to an outside party.

Section 2. The decision of whether or not to assign extra duty assignments shall be made by the First Selectman or his/her designee (Resident State Trooper). Extra duty assignments shall be posted as soon as possible. Full time employees shall have first choice on all extra duty assignments. The choice among full time employees shall be rotated based upon seniority.

Section 3. Full time employees working extra duty shall be paid in accordance with the following minimum hourly rates:

a. Full time employees will receive a minimum of four (4) hours pay for an extra duty job. If the job exceeds four (4) hours, full-time employees will receive a minimum of eight (8) hours paid, provided that the eight-hour minimum shall not apply to extra duty jobs of the Town of Colchester, Water & Sewer Department, non-profits or the Colchester Board of Education. Private duty jobs shall be in blocks of four hours and non-profit, Town of Colchester, Water & Sewer and Board of Education jobs shall be in initial blocks of four hours, followed by two hour blocks thereafter.

b. The rate of pay for full time employees shall be seventy dollars ($70.00) per hour regardless of the entity hiring the extra duty shift.

Section 4. A full time officer shall not be ordered to take an extra duty assignment except under emergency situations.

Section 5. When such extra duty job is performed on any holiday recognized in this contract, compensation shall be at time and one-half (1 1/2) the private job rate.

Section 6. Should the necessity arise to cancel an extra duty assignment, a minimum of twenty-four (24) hours notice shall be given prior to the starting time. If such person or organization fails to give this minimum notice, the employee shall be paid a minimum of four (4) hours.

ARTICLE XX - GENERAL PROVISIONS

Section 1. The Town will designate one (1) bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business. Copies of notices posted on the Union bulletin board shall be provided to the First Selectman's Office.

Section 2. Personal clothing, watches up to $100.00, dentures, eyeglasses, contact lenses, or any police related equipment damaged, lost, or destroyed in the line of duty will be repaired or replaced by the Town, provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence and is not in any way due to the officer's own negligence. The forty-eight (48) hour time limit shall be extended due to circumstances beyond an officer's control. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the officer in lieu of repairing or replacing such items upon proper showing of receipt of purchase.

Section 3. Employees shall receive a copy of all materials when placed in their personnel jackets. If personnel evaluations are to be placed into the jacket, the employee shall be afforded the opportunity to sign such evaluations and comment in writing about the evaluation prior to its inclusion. Officers shall be allowed to review their personnel files with one business day's notice to the Town.

Section 4. The Town agrees that there shall be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered under this Agreement expressly agree that there will be no strike, slowdown, work stoppage or other forms of interference with the operation of the Department during the term of this Agreement.

Section 5. All memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement.

Section 6. If any article or any section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and or sections or portions thereof which shall be valid.

Section 7. The Town will continue to furnish such equipment as it has customarily furnished in the past, including guns, vests, and other safety related equipment.

Section 8. The Town shall develop safety procedures for the protection of officers from communicable disease.

Section 9. Each employee shall be provided with a copy of the Department Rules and Regulations covering Police procedures and conduct. Upon any revision or change in the Rules and Regulations, each employee shall be appraised of such changes in writing and the Union given an opportunity to bargain as required by the Municipal Employees Relations Act ("MERA").

Section 10. Insofar as any rule and regulation is in direct conflict with an expressed and lawful provision of this Agreement, said rule or regulation is superseded and rendered void, and the applicable provisions of this Agreement shall govern.

Section 11. The Town shall provide each present employee and new employee, when he/she is hired, a copy of the final Agreement. In addition, to insure that the immediate Supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this Agreement.

Section 12. Requests for unpaid leave of absences up to one (1) year may be made. Approval of such requests shall be solely at the discretion of the First Selectman or designee. If approved, the employee shall reimburse the Town for the cost of continuing group medical and life insurance benefits.

Section 13. The use of any gender in the Agreement shall include all genders.

Section 14. Off-duty use of patrol vehicles will not be allowed unless approved by the Board of Selectmen based on exigent circumstances for a period not to exceed three (3) days at which time negotiations will commence relative to the impact of such off-duty use.

Section 15. After completing their probationary period, Officer's shall be granted take home use of a cruiser. Cruisers will be assigned in order of seniority. In the event of a shortage of cruisers, cruisers will be returned to the town hall for rotational use by order of inverse seniority. Use of the cruiser shall be for portal to portal only and not for off duty or personal use of any kind. Current Officers with a take home cruiser shall reside within a 35 mile radius of the town Hall. Officers hired after July 1, 2020 shall reside within a 20 mile radius of the town hall to be eligible for a take home cruiser.

ARTICLE XXI - NONDISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual preference/orientation, disability which is unrelated to the ability of the employee to perform a particular job, marital status, race, color, creed, national origin, military service/veteran's status, political affiliation or Union membership.

ARTICLE XXII - UNION BUSINESS LEAVE

Section 1. One (1) member of the Union grievance committee, and the aggrieved employee shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Labor Board when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The President, or member(s) elected to attend Union labor conventions and educational conferences, shall be granted a combined total of eight (8) days of leave with pay.

All requests for union leave shall be requested at least one (1) week in advance and approved by the First Selectman or his/her designee.

ARTICLE XXIII- DURATION

The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect through June 30, 2024, provided that on or before February 1, 2024, the parties shall begin negotiations for a successor contract.

ARTICLE XXIV – DEFINED BENEFIT PENSION PLAN/ 457 DEFERRED COMPENSATION PLAN

Section 1. A pension shall be provided in accordance with the Appendix B and the terms of the Town of Colchester Police Department Pension Plan as may be amended from time to time. More specifically, the parties agree to increase the COLA from one and one-quarter percent (1.25%), to two and one-half percent (2.50%), effective July 1, 2012, provided that at such time, employees who participate in the Defined Benefit Pension Plan shall increase their contribution to the Plan from the current eight percent (8%) to twelve and one-half percent (12.50%) of covered payroll. Any employee hired on or after January 1, 2012 shall not be eligible to participate in the Town of Colchester Police Department Pension Plan but shall be allowed to participate in the Town of Colchester Defined Contribution Plan ("Section 401(a) Plan"). Employees hired prior to January 1, 2012 shall have a one-time option to opt out of the Town of Colchester Police Department Pension Plan with the right to convert any assets they have a vested right to in such Plan to their personal account in the Town of Colchester Defined Contribution Plan. Effective January 1, 2012, full-time employees who are not participants in the Colchester Police Department Pension Plan shall be eligible to participate in the Section 401(a) Plan. Plan details are available to each eligible employee. The Town will contribute eight percent (8%) of base pay only (not including overtime, longevity, etc) provided that the employee contributes at least four percent (4%) of base pay to his/her 401(a) Plan account. Such employee may contribute as much as eight percent (8%) of base pay to his/her account. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax basis subject to the annual limits allowed by law including pre-tax employer and employee contributions. The Town's contribution to the 401(a) Plan of each bargaining unit employee shall vest in accordance with the following schedule:

After one (1) year of service:	twenty percent (20%)
After completing two (2) years of service:	forty percent (40%)
After completing three (3) years of service:	sixty percent (60%)
After completing four (4) years of service:	eighty percent (80%)
After completing five (5) years of service:	one hundred percent (100%)

Section 2. Section 457 Deferred Compensation Plan. Each full time employee hired prior to the signing of this Agreement shall have the option of contributing to the Town's Section 457 Plan after one year of employment to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the Town of Colchester Police Department Pension Plan. The Town will not make matching contributions to the 457 Plan.

Section 3. Upon retirement, officers will be given their badge and the option to purchase their duty weapon.

Dated at Colchester, Connecticut, this 15th day of April, 2020.

FOR THE TOWN OF COLCHESTER

FIRST SELECTMAN

Sgt. President

FOR THE COLCHESTER POLICE UNION LOCAL #2693T, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

TOWN OF COLCHESTER (Town)

and

COUNCIL #4, AFSCME, AFL-CIO (Union)

Negotiation Ground Rule

The Town and the Union hereby agree to the following regarding scheduling of negotiation sessions for Police Department Personnel who are named in advance to the Union's Negotiating Committee:

1) Both parties will attempt to schedule each negotiation session on an officer's scheduled day off to avoid payment of wages while engaged in negotiation of the initial collective bargaining agreement.

2) If a negotiation session is scheduled during an officer's normal hours of work, the officer will attempt to swap days off with another officer or transfer to another shift to avoid payment of wages while attending the negotiation session. If a swap or transfer cannot be accommodated the Union will notify the First Selectman of such conflict in advance of the scheduled session. The First Selectman will then have the option of rescheduling the session or conducting the session during the officer's normal hours of work with pay.

APPENDIX A

State of Connecticut
Department of Public Safety
Police Officer
Performance Evaluation Or Observation Report

☐ **Performance Evaluation** ☒ **Observation Report**

Name: **Rank:** **ID #: KC**

City/Town/Unit: Colchester Resident Trooper's Office **Officer Status:** ☒ Permanent ☐ Probationary ☐ N/A

Rating Period From : **Or Date of POR Event:** _____

Instructions

1. Read A&O Manual Section 4.8.3 before completing this form.
2. Evaluate performance observed only during the period designated above, check one box which represents your best objective evaluation for a major category of job related factors. Do not rate a sub-category unless it deviates substantially from the general rating. When it does, place the letter in the rating box which the sub-category merits and explain the deviation as a comment.
3. **Rating Standards**

Superior:	Performance for the factor is excellent, Consistently exceeding expectations, Always follows through and does what he or she is tasked to do. *
Very Good:	Meets all expectations. Strives for excellence. Sometimes exceeds requirements.
Satisfactory:	Consistently competent performance for the factor and sometimes exceeds requirements.
Needs Improvement:	Total performance occasionally or periodically falls short of normal standards, the rater believes the employee can and will make required improvements. May have slipped in performance or be new to the job or rank.
Unsatisfactory:	Performance for the factor is clearly inadequate. The employee has demonstrated inability or unwillingness to improve. *

JOB RELATED FACTORS	Superior*	Very Good	Satisfactory	Needs Improvement	Unsatisfactory*	Not Observed
1. JOB KNOWLEDGE a. What he or she knows through education, training, experience; b. Specialized training; c. Policies and procedures; d. Federal, state, and local law; e. Court rulings.						
2. ANALYTICAL SKILLS a. Identifies problems; b. Knowledge of pertinent information; c. Determination of cause; d. Arrives at logical conclusions.						
3. COMMUNICATION SKILLS a. Report organization and clarity; b. Report neatness and legibility; c. Reports timely distributed; d. Speaks clearly and effectively.						
4. GENERAL POLICE SERVICES a. Assists to motorists; b. Medical assists; c. Resolution of disputes.						
5. APPEARANCE a. Personal appearance; b. Uniforms & equipment; c. Assigned vehicle.						
6. INTERPERSONAL RELATIONS a. Attitude and judgment in dealings with other police officers and public; b. Telephone & radio skills; c. Attitude displayed toward others.						
7. ATTENDANCE a. Consider tardiness; b. Occasions of Absenteeism.						

JOB RELATED FACTORS	Superior*	Very Good	Satisfactory	Needs Improvement	Unsatisfactory*	Not Observed
8. SPECIAL TECHNICAL SKILLS a. Firearm other than service pistol; b. EMT; c. Accident Reconstructionist; d. Intoximeter Operator; e. MRT Retraining/Certification; f. C						
9. PRODUCTIVITY a. Assignment considerations; b. Quality versus quantity.						
10. INCIDENT SCENE MANAGEMENT Accident a. Investigative skills; b. Scene protection; c. Evaluates & organizes resources; d. Evidence collection/processing e. Differentiates cause; f. Coordinates resources.						Scenes Crime Scenes
11. OTHER FACTORS (optional) *List other job related factors evaluated such as judgment, dependability, suggestions for improvements, stressful events, etc.* a. _____ b. _____ c. _____ d. _____						

Overall Evaluation

☐ **Superior**	☐ **Very Good**	☐ **Satisfactory**	☐ **Needs Improvement**	☐ **Unsatisfactory**
Superior in all factors rated.	Very Good in majority of factors rated. No factor rated lower than Satisfactory.	Most factors rated Satisfactory. No more than one factor rated Needs Improvement.	No Unsatisfactory factors. Two or more factors rated as Needs Improvement.	One or more factors rated as Unsatisfactory.

Comments* ☐ See attached page(s)

Rated Officer Comments* ☐ See attached page(s)

Rated Officer:** _____ ID# KC Date: _____
Off.

Rating Supervisor: _____ ID# Date:
Sgt.

DPS Human Resources: _____ Date: _____
or Town Personnel Unit 1st Selectperson

**Comments or explanation required to justify factors rated Superior or Unsatisfactory.*
***Signature indicates that the rated officer has read and discussed this evaluation, but does not necessarily signify agreement.*

APPENDIX B
DEFINED BENEFIT PENSION PLAN

The Town's defined benefit pension plan currently provides for the following substantive pension benefits:

Eligibility for Retirement:	20 years of service
Vesting:	Minimum of 10 years of service
Multiplier:	2.5%
Average Salary:	3 years of average base salary only
Maximum Benefit:	60%
Credited Service:	Up to 5 years of prior service
Employee Contribution	6% of pay

Effective July 1, 2009, employee pension contributions will increase to eight percent (8%) of pay. Effective July 1, 2012, employee pension contributions will increase to twelve and one-half percent (12.5%) of covered payroll.

Effective July 1, 2009, a post-retirement COLA of one and one-quarter percent (1.25%) annually will be incorporated into the defined benefit pension plan. Effective July 1, 2012, the COLA shall increase to two and one-half percent (2.5%) annually.

A plan document will be created by the Town that reflects these substantive benefits and that qualifies the Plan as one that conforms to the provisions and limitations of the Internal Revenue Code.