

**AGREEMENT BETWEEN THE TOWN OF NEW HARTFORD**  
**AND**  
**THE NEW HARTFORD POLICE UNION LOCAL #2693**  
**AND COUNCIL #15 AFSCME, AFL-CIO**

**PREAMBLE**

This Agreement entered into by and between the Town of New Hartford, State of Connecticut referred to as the Town, and the New Hartford Police Union Local #2693, hereinafter referred to as the Union, has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment as provided for by the General Statutes of the State of Connecticut.

**Mission Statement:**

WHEREAS, the Town of New Hartford and the Police Union recognize the importance of sustaining a high level of morale among Town employees and maintaining harmonious relationships between the Town and its employees to provide full service to the Town and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Town and its employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Town and the Police Union enter into this Agreement.

**ARTICLE 1**  
**RECOGNITION**

**SECTION 1**

The Town hereby recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and other conditions of employment for all full time New Hartford Police Constable employees meeting the requirements of the Municipal Employee Relations Act and excluding any supervisory employees as defined by the Act.

**SECTION 2**

All rights, powers, authority and prerogatives of the Town continue to remain exclusively vested in the Town unless specifically limited by the express provisions of this agreement.

**ARTICLE 2**  
**UNION SECURITY DUES DEDUCTION**

**SECTION 1**

The Town shall deduct, bi-weekly, union dues and assessments from the earned wages of each employee in such amount as determined by the Union agency not more than the amount of dues payable by Union members, provided that no such deduction shall be made from any employee's wage except when authorized by him on an appropriate form, a signed copy of which must be

filed with the Town accounting office. Such authorization shall be for the life of the Contract and shall be continued hereafter as long as a Contract exists between the Town and the Union.

## **SECTION 2**

It shall be a condition of employment that all employees of the Town covered by this Agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing of the Union during the term of the agreement. It shall be a condition of employment that all employees covered by this agreement who are not members of the Union on the effective date of this agreement shall, on the thirtieth (30) day following the effective date of this agreement become and remain members in good standing in the Union or pay to the Union an agency fee not more than the amount of dues payable by the Union members during the term of the agreement. It also shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall on the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union, or pay to the Union an agency fee not more than the amount of the dues payable by Union members during the terms of the agreement, and allowed by law.

## **SECTION 3**

The Union agrees to indemnify, defend and hold the Town harmless against all liability fees and costs which may arise by reason of any action taken by the Town in compliance with the provisions of this section.

# **ARTICLE 3 EMPLOYEE RULES AND REGULATIONS**

## **SECTION 1**

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

## **SECTION 2**

The Union bargaining committee shall consist of no more than two (2) members who, if scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives, and the Union for the purpose of negotiating the terms of the contract or any supplements thereto including mediation, fact-finding and binding arbitration.

## **SECTION 3**

One Union officer or representative, and the grievant, shall be granted leave of absence without loss of pay or benefits for necessary time required to process grievances and to participate in any grievance step as described in this contract or in any arbitration procedures consequent thereto.

## **SECTION 4**

The Union shall keep the Town informed of any changes in the roster of officer of representatives or steward representing bargaining unit employees.

## **ARTICLE 4 SENIORITY**

### **SECTION 1**

- (A) An employee's seniority shall be broken and he shall forfeit all rights and benefits under this agreement if he (1) voluntarily resigns and quits; (2) is discharged for just cause; (3) takes a leave of absence for the purpose of working at another occupation; or (4) takes a leave of absence for more than (90) days, unless the leave is for involuntary military service or educational programs or sickness as approved by the Town.
- (B) No employee shall attain seniority rights under this agreement until he has been continuously employed by the Town as an employee for a period of sixty (60) days. However, he/she shall be entitled to all other benefits of this agreement. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this agreement. Upon completion of an employee's probation period, his seniority shall date back to the date of his original employment with the town.
- (C) Any employee's seniority shall not be lost because of absence due to illness, authorized leave, vacation or military service.
- (D) Any employee who has been laid off shall be placed on a recall list for a period not to exceed twelve (12) months. During such period any such employee shall be reinstated to any vacancy in the bargaining unit with his or her classification for which he or she is qualified. Such reinstatement shall be in inverse order of layoff within any classification.
- (E) When new jobs are created within the bargaining unit, or vacancies exist within the bargaining unit, the Town shall post the position for one (1) week and any employee within the bargaining unit who is interested will have the opportunity to apply for said opening provided he is qualified.
- (F) When a vacancy exists within the bargaining unit, or a new position is created within the bargaining unit, employees will be considered on the basis of their skill, ability, and seniority. Where the Town determines qualifications to be substantially equal, the employee with the greatest seniority will be given the position, provided he/she is qualified.
- (G) In the event of any reduction in the number of employees, or the number of hours, layoffs shall be in inverse order of hiring and recall shall be by seniority, in any particular job classification.
- (H) Employees will be given three (3) weeks notice of any layoff or three (3) weeks pay in lieu of notice. The Union will be informed of the layoff at the same time that the employee is notified.

**ARTICLE 5  
NO STRIKE**

**SECTION 1**

No employee covered by the terms of this agreement shall engage in any strike, slowdown activity or any other form of job action against the Town, or any of its officials, departments or agencies.

**ARTICLE 6  
HOURS OF WORK**

**SECTION 1**

All employees hired before 3/1/2015 shall work five (5) consecutive days followed by three consecutive days off (5/3, 5/3) continuously. The shift schedule will be as follows:

Day Shift = 6:30 AM to 3:30PM

Evening Shift = 2:30 PM to 11:30PM

Night Shift = 4:30 PM to 1:30AM

- A. Employee shifts will be nine (9) hours in length. Employees will eat a meal during their shift “on the fly”.
- B. Employee will be paid bi-weekly based on 40 hour “work weeks” (total 80 hours for two weeks net of any approved overtime pay).
- C. The Town reserves the right to modify the starting time (and therefore ending time of shifts) as a management deems appropriate.
- D. The Town reserves the right to establish starting dates of new employees.
- E. The Town reserves the right to add or eliminate shifts as management deems appropriate.
- F. The Town reserves the right to designate the number of employees per shift with employees being eligible to occupy said shift “positions” based on seniority.
- G. Any proposed variation of an employee’s existing daily schedule requires prior approval of the First Selectman/Chief of Police.
- H. Each hour worked in a normal shift in excess of 9 hours and/or any shift worked on an officer’s regularly scheduled day off shall be deemed “overtime”. Overtime shall be paid at a rate of 1½ times the employee’s regular hourly rate. Any overtime worked, not contiguous with regular work hours shall be paid at four (4) hour minimum. All requests for overtime require prior written notification/approval of the First Selectman/Chief of Police (notifications that are not responded to in a timely fashion will be deemed as approved).

## **SECTION 2**

- A. All employees shall be paid 1½ times the employee's regular rate of pay for municipally approved private duty assignments. A private duty assignment is defined as police service contracted through the town by an outside contractor (the officers are paid by the town and reimbursed by the contractor). A minimum of four (4) hours of pay will be paid for private duty assignments. All overtime associated with private duty assignments requires prior written approval of the First Selectman/Chief of Police.
- B. Town police officers (constables) shall have first right of refusal for approved private duty assignments performed within the Town of New Hartford. Thereafter, the assignment shall be offered to any part-time officers on a rotating basis. Thereafter, the assignment shall be offered to the Resident Trooper. Thereafter, the assignment shall be offered to the State Police.
- C. Employees may be "ordered-in" by the First Selectman/Chief of Police, in the event of a bona-fide emergency such as natural disasters, storms, or civil disorder when immediate police action must be taken for the preservation of life or property. Any ordered-in shifts shall be a four (4) hour minimum.
- D. If not on duty, employees, shall be paid 1½ times the employee's regular rate of pay for all hours including travel time, for their appearance at court or motor vehicle department hearing to which an employee has been subpoenaed. The town reserves the right to modify an employee's shift schedule to accommodate court appearances.

## **SECTION 3**

At the discretion of the First Selectman/Chief of Police, constables who are residents of the Town of New Hartford may take police cars home after their shift ends (returning before the start of their next shift). This practice can end at any time without notice. This practice is not intended to imply that work vehicles are for "personal use" other than commuting to work from their residence before the start of their shift (and/or traveling home after their shift has ended) when a municipal vehicle is available and has been approved for that specific use. Vehicle maintenance will be coordinated through the Town Mechanic.

## **ARTICLE 7 HOLIDAY & BONUS PAY**

### **SECTION 1**

Town police officers are required to work on holidays that fall on their regularly scheduled shift. To account for holidays, police officers will be compensated an additional 96 hours of pay annually (at their regular rate of pay). Holiday pay is dispensed in one payment during the month of November. Employees with less than one year's service shall have holiday pay pro-rated to reflect the length of service during their first year of employ. Employees with less than 5 years' service can receive a reduced payment for holidays (50% or 48 hours of pay) in exchange for 6 additional vacation days (employee must notify Selectman's Office by 10/1 to participate).

## **SECTION 2**

Constables hired before 3/1/2015 are eligible to receive an annual bonus of up to \$5,000 into their town approved 457 plan (currently Voya). Constables hired before 3/1/2015 will receive the following annual bonus payment:

One full year of service = \$1,000  
Two full years of service = \$2,000  
Three full years of service = \$3,000  
Four full years of service = \$4,000  
Five full years of service = \$5,000

\*full year of service based on the date of employee hire.

## **ARTICLE 8 FUNERAL LEAVE**

### **SECTION 1**

If any member of the immediate family of a Town employee dies, said employee shall upon request, be granted four (4) days leave without loss of pay or benefits. An additional two (2) days leave may be granted, upon request, by the First Selectman/Chief of Police. Immediate family is hereby defined as husband, wife, father, mother, son or daughter, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

### **SECTION 2**

The First Selectman/Chief of Police may grant an employee two (2) days without loss of pay or benefits for the death of a close friend or relative.

### **SECTION 3**

Funeral leave shall be taken within a period of time associated with the funeral but shall include the day of burial.

### **SECTION 4**

In the event of a death of a present Town employee or an employee who has been closely associated with certain departments or other town officials, time off, without loss of pay, to attend the funeral may be granted by the First Selectman/Chief of Police. In such cases, an employee desiring to attend such a funeral must first contact his/her supervisor directly to obtain his/her approval.

**ARTICLE 9  
JURY LEAVE**

**SECTION 1**

Any employee called to serve “jury duty” during some (or all) of his/her assigned shift shall be paid the difference between the employee's regular base rate of pay and the fee received for servicing as juror. The employee shall furnish the Town with a notice to serve and evidence of attendance. The town reserves the right to modify an employee’s daily shift schedule to accommodate jury duty to avoid unnecessary overtime.

**ARTICLE 10  
VACATION TIME**

**SECTION 1**

Effective July 1, 2014 all employees shall be entitled to vacation with pay in accordance with the following:

<u>Upon completion of:</u>	<u>Amount of Vacation</u>
Six (6) months of service	One day,
One (1) year of service	Two weeks,
Five (5) years of service	Three weeks,
Ten (10) years of service	Three weeks and one day,
Eleven (11) years of service	Three weeks and two days,
Twelve (12) years of service	Three weeks and three days,
Thirteen (13) years of service	Three weeks and four days,
Fourteen (14) years of service	Four weeks.

Note: Two hour minimum deduction per occurrence, regardless if less time is taken. Any time taken beyond the initial two hours must be in one hour increments.

**SECTION 2**

The vacation period shall be the fiscal year and all vacation earned shall be taken within such fiscal year except that one week of vacation time may be carried over from one year to the next.

**SECTION 3**

All vacation requests must be submitted to the immediate supervisor, on forms provided by the Town, and approved by the First Selectman/Chief of Police. If it becomes necessary, vacation approval may be decided based on seniority.

**SECTION 4**

Employees shall request a full week's vacation at least three (3) weeks prior to such time, however less than one week vacation days may be requested forty-eight (48) hours prior to use.

## **SECTION 5**

If an employee dies while in the employ of the Town or if he or she is laid off, the Town shall pay the employee, or his or her beneficiary, any unused vacation days.

## **SECTION 6**

If an employee is sick while on vacation leave and provided a request is supported by a medical certificate, such sick time shall be charged against sick leave.

## **SECTION 7**

If an employee requests and is granted funeral leave in accordance with ARTICLE 8 while on vacation leave, such funeral time shall be charged against funeral time upon proper documentation and proof.

# **ARTICLE 11 SICK LEAVE**

## **SECTION 1**

Sick leave shall be considered to be absence from duty with pay for the following reasons: illness or injury of the employee or to care for a dependant person.

## **SECTION 2**

Sick leave, for employees hired before July 1, 2014, shall accrue at the rate of one and one-quarter (1 1/4) working days for each completed month of continuous full time service (15 days per year). Unused sick leave may accumulate to a maximum of one hundred twenty (120) working days and shall begin to re-accrue to one hundred twenty (120) working days in the month any of such total accumulated leave is taken by an employee. The accumulation shall not exceed the total of one hundred twenty (120) working days.

- a) For new employees hired (after July 01, 2014), sick leave shall accrue at the rate of one (1) working day for each completed month of continuous full time service (12 days per year). Unused sick leave may accumulate to a maximum of one hundred twenty (120) working days and shall begin to re-accrue to one hundred twenty (120) working days in the month any of such total accumulation leave is taken by an employee. The accumulation shall not exceed the total of one hundred twenty (120) working days.
- b) The number of hours of accrued time (sick and vacation) used during each pay period shall be recorded on the employee's wage stub along with the total number of accrued time (sick and vacation) hours accumulated. This practice will be in place by January 1, 2015.



### **SECTION 3**

All sick time off, after five (5) consecutive working days, shall be verified by a presentation of a doctor's certificate.

### **SECTION 4**

Employees should report sick to their immediate supervisor and the Administrative Assistant to the First Selectman/Chief of Police as soon as possible after the start of their work day, except where sufficiently limiting circumstances exist. Failure to meet the standard noted in this section shall lead to a loss of pay for that day.

### **SECTION 5**

Sick leave shall continue to accumulate during vacation time or any authorized leave with pay.

### **SECTION 6**

Sick leave days may be used for childbearing related disabilities.

## **ARTICLE 12 PERSONAL TIME**

### **SECTION 1**

Five days of personal time per fiscal year shall be granted. Employees with less than one year's service shall have personal time pro-rated to reflect the length of service during their first year of employ. The employee seeking personal time shall notify the First Selectman/Chief of Police/Chief of Police and his/her immediate supervisor at least one (1) day in advance of the personal day, except in case of emergency. Such notification shall be on forms prescribed by the Town.

Note: Two hour minimum deduction per occurrence, regardless if less time is taken. Any time taken beyond the initial two hours must be in one hour increments.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### **SECTION 1**

The purpose of the grievance procedure shall be to settle employees' grievances at as low an administrative level as possible.

## **SECTION 2**

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

- (A) Discharge, suspension or other disciplinary action
- (B) Matters relating to the interpretation and application of the provisions of this Agreement

## **SECTION 3**

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized, provided, however, that the Union shall be bound by the time limits set forth herein. No grievance settlement made as a result of an individual process grievance shall contravene the provisions of this agreement.

(A) STEP ONE - Any grievance shall be reduced to writing and submitted, within (5) working days from the date of the occurrence, to the First Selectman/Chief of Police who shall render his decision on the grievance. Any grievance which is not so filed in writing and within said time limit shall be considered as waived. The First Selectman/Chief of Police's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt, by the First Selectman/Chief of Police/Chief of Police, of the grievance.

(B) STEP TWO - If the employee is not satisfied with the decision rendered by the First Selectman/Chief of Police, the employee or his representative shall submit the grievance, in writing and within ten (10) working days, to the Board of Selectmen. Within ten (10) working days after receiving such grievance, the Board of Selectmen shall render its decision, in writing, to the aggrieved employee and his representative.

(C) STEP THREE – If the employee is not satisfied with the decision rendered by the Board of Selectmen, or if no decision is rendered within ten (10) days of the Board's receipt of the grievance, the Union, only, may submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration if it concerns the interpretation or application of any of the provisions of this agreement. Unless the Union so submits the grievance to arbitration within ten (10) days after the decision rendered by the Board of Selectmen or within ten (10) days after it should have rendered a decision, whichever is earlier, then the grievance shall be considered as waived. The costs of arbitration shall be shared equally by the parties.

## **SECTION 4**

The power of the State Board of Mediation and Arbitration shall be limited to a determination of whether or not any of the provisions of this Agreement have been correctly interpreted and applied. It shall have no power to add to, subtract from, or modify any of the terms of this agreement.

## **SECTION 5**

The time limits herein shall be strictly construed.

## **SECTION 6**

The employee, the Union, or the Town shall have the right, at his\her own expense, of choice of representative whenever a representative is desired.

## **ARTICLE 14 WORKING RULES AND REGULATIONS**

### **SECTION 1**

All copies or written working rules and written directives of the Town affecting the working conditions of the employees shall be provided to the Union by the Town when requested.

### **SECTION 2**

There shall be no discrimination, coercion or intimidation on account of marital status, age, race, creed, color, sex, religious beliefs or Union activity, either by the Town or the Union.

## **ARTICLE 15 DISCIPLINARY ACTION**

### **SECTION 1**

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

### **SECTION 2**

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and Union at the time of the suspension or discharge.

### **SECTION 3**

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged without just cause.

**ARTICLE 16  
WORKERS COMPENSATION**

**SECTION 1**

If an employee is absent from work because of an injury sustained in the course of his/her work for which he/she is entitled to compensation under the Workers Compensation Act, in addition the town shall pay to the employee during the period of disability up to a maximum of one (1) year one sixth (1/6) of the employee's salary.

**ARTICLE 17  
INSURANCE, HOSPITAL AND MEDICAL BENEFITS**

**SECTION 1**

The Town will provide and pay for the full cost of the Anthem Life Insurance Plan in the amount of \$50,000.00 with double indemnity for Accidental Death and Dismemberment for all employees or better.

**SECTION 2**

Coverage includes a non-occupational disability income.

**SECTION 3**

The Town will provide constables access to the medical, dental, and prescription drug insurance plan(s) that are included within the approved NAGE (Town Hall Employees) Union contract.

Effective July 1, 2014 all employees who choose to participate in the program will be required to share in the premiums of the coverage in the amount of a thirteen (13%) percent contribution of the total amount of the premiums. Effective July 1, 2018 all employees who choose to participate in the program will be required to share in the premiums of the coverage in the amount of a fourteen (14%) percent contribution of the total amount of the premiums for the duration of the contract. For information purposes, the currently approved NAGE plan is summarized below:

- a. The Anthem Dental Plan
- b. Connecticare Flex POS.  
Copays and deductibles more fully set forth in Attachment "A".
- c. Employees who terminate employment after ten (10) consecutive years of service shall be permitted to continue the health insurance benefits described above for themselves and their dependents (except for the dental plan) provided such persons and/or their dependents meet eligibility requirements of the insurance carrier and pay the full cost thereof. Such coverage shall continue until Medicare eligibility.

- d. Effective July 1, 2005, the dependent child age maximum will cover a dependent child up to the age of twenty five (25) living at home and fully dependant on the employee, and full time students residing at home or away from home.

#### **SECTION 4**

Starting date for the above benefits of any new employee will become effective on the first day of the month following his/her date of employment providing he/she meets the policy's eligibility requirements and complies with all of its rules and regulations.

#### **SECTION 5**

The Town reserves the right to change insurance carriers once during the term of the contract provided that the new coverage is substantially equal to or better and the administration of same is consistent with the previous plans. Prior to any changes, the Union President and Representative shall be notified and provided with the proposed changes for their review and input before implementation.

#### **SECTION 6**

Constables hired before 3/1/2015 are eligible to receive an annual insurance “opt out” stipend (considered as ordinary income for tax purposes) in the following amounts:

Family Plan @ 3 or more people = \$4,000  
Employee +1 = \$3,000  
Employee = \$1,500

### **ARTICLE 18 GENERAL PROVISIONS**

#### **SECTION 1**

The Town shall provide bulletin board space for the Union for the posting of notices concerning Union business and activity.

#### **SECTION 2**

The Town shall provide a copy of this agreement to each member presently employed and to each new prospective member upon employment.

#### **SECTION 3**

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

#### **SECTION 4**

There shall be no alteration, variation, no amendment of the terms and conditions of this agreement, unless made and agreed to in writing by both parties.

#### **SECTION 5**

When an employee is required to use his or her own motor vehicle to perform Town business, he or she shall be reimbursed for the motor vehicle expense associated with job related activities at a rate per mile equal to the maximum allowed by the Internal Revenue Service.

#### **SECTION 6**

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

#### **SECTION 7**

- a. The following provisions will apply to employees hired before July 1, 2011: Upon retirement, death or termination in good standing, 100% of all unused personal days, and unused vacation days to a maximum of sixty (60) days, shall be paid to an employee or his or her beneficiary. Upon retirement or death, two-thirds (2/3) of all accumulated sick leave shall be paid to the employee or his or her beneficiary. Upon termination in good standing one-third (1/3) of all accumulated sick leave shall be paid to the employee. If the employee is terminated for cause, he/she will not enjoy the benefits of this section.
- b. The following provisions will apply to employees hired after July 1, 2011: Upon retirement, death or termination in good standing, 100% of all unused personal, and compensatory days, and unused vacation days to a maximum of sixty (60) days shall be paid to an employee or his or her beneficiary. If the employee is terminated for cause, he/she will not enjoy the benefits of this section.

For purposes of this section “retirement” is defined within the attached copy of the Town of New Hartford Retirement Plan. For purposes of this section “termination in good standing” is agreed to mean that an employee has discontinued his/her employment with the Town for reasons that are not a result of discipline.

#### **SECTION 8**

If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this agreement, the agreement shall prevail during the term of this agreement.

#### **SECTION 9**

All benefits, rights and privileges enjoyed by the employees immediately prior to the effective signed date of this agreement which are not specifically provided for in this agreement are hereby protected by this agreement. If disputes arise out of this definition of these benefits, rights and privileges, the elected Union leaders and grieved employees shall meet with the Board of

Selectmen to resolve the employee's grievance within two (2) weeks of the employee's notification of grievance to the First Selectman/Chief of Police. If no agreement is reached, said grievance shall proceed as per ARTICLE 14 "Grievances".

## **ARTICLE 19 PENSION & RETIREMENT**

### **SECTION 1**

The Town shall provide and pay the full cost of the Defined Benefit Pension Plan (for employees hired prior to July 1, 2011) as set forth in the Plan (Attachment B attached).

### **SECTION 2**

- a. Any employee hired prior to July 1, 2011, may elect to terminate his/her participation in the pension plan mentioned above in Section 1 and participate in the IRS Section 457(B) Defined Contribution Plan mentioned in Section 2b. Any such election shall be irrevocable.
- b. The following provisions will apply to employees hired after July 1, 2011; Any employee hired after July 1, 2011 shall not have the option to participate in the town's municipal Defined Benefit Pension Plan. These new employees (hired after July 1, 2011) shall be provided an IRS Section 457(B) Defined Contribution Plan with a five percent (5%) contribution by the Town that will be immediately vested, and a one percent (1%) minimum contribution by the employee with immediate vesting. The details of this plan are set forth in Attachment C attached hereto. Any language in documents attached for clarification regarding the 457(B) plan regarding non-elective payments are superseded by the mandatory contributions listed in this agreement.

For purposes of this section an "employee" as described above is defined as an "employee" within the approved Town of New Hartford Retirement Plans (see attachment B – Section 1.9).

## **ARTICLE 20 DURATION**

### **SECTION 1**

This agreement shall be effective as of July 1, 2017 and shall remain in full force and effect through June 30, 2020.

**ARTICLE 21  
LONGEVITY**

**SECTION 1**

Employees hired before 3/1/2015 shall receive, in addition to their regular pay or pay increases, an additional two dollars (\$2.00) per week after each five (5) years of service. Such longevity pay increases shall be paid annually to employees on or about December 1st of each year, not to be a part of wages or salary. There shall be four (4) such adjustments with the final longevity pay increase occurring on the completion of twenty (20) years of service.

**ARTICLE 22  
DRUG POLICY**

The Town's Drug Policy is attached (Attachment B)

**ARTICLE 23  
SALARY**

Effective July 1, 2017 2.5% GWI (already implemented)

Effective July 1, 2018 2.75% GWI

Effective July 1, 2019 3% GWI

\*Once an employee's hourly pay rate has been established, it will not be reduced.

Management may, if it deems desirable, offer salary increases or bonuses above and beyond the stipulated agreement to specified individuals. An attempt will be made to recognize additional training and level of expertise.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on this June 30, 2017.

Town of New Hartford

The New Hartford Police Union  
Local #2693

By: \_\_\_\_\_  
Daniel V. Jerram  
First Selectman/Chief of Police

By: \_\_\_\_\_  
Dan Janco  
Union President



Attachment A (Insurance)

Attachment B (Defined Benefit & Pension Plan)

Attachment C (457 (B) Plan)

Attachment D (Town of New Hartford Drug Policy)