AGREEMENT

BETWEEN

THE TOWN OF OLD LYME

AND

OLD LYME POLICE UNION LOCAL #2693J

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

JULY 1, 2017 – JUNE 30, 2020
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PREAMBLE

This Agreement entered into by the Town of Old Lyme, hereinafter referred to as the Town, and the Town of Old Lyme Police Union, Local #2693J and Council #4, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

ARTICLE I
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all full time, uniformed and investigatory police officers, hereinafter referred to as Bargaining Unit Member(s) or Member(s), working thirty (30) hours or more per week, but excluding all supervisory employees and part time officers as to matters concerning wages, hours, and other conditions of employment.

ARTICLE II
UNION SECURITY

Section 1. All current and future Members who do not voluntarily join the Union shall pay to the Union each month during the life of this Agreement or any extension thereof, a service charge which shall be established by the Union and which shall not exceed the proportion of regular Union dues and/or other fees uniformly required of Union members which constitutes the cost of collective bargaining, contract administration, and grievance processing.

Section 2. The Town agrees to deduct Union membership dues biweekly from the pay of those Members who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the treasurer of the Union and the aggregate deductions of all Members shall be remitted, together with an itemized statement, to the treasurer.
of the Union after such deductions are made once a month.

Section 3. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE III
MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;

b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;

c. To employ employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;

d. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;

e. To establish contracts or subcontracts for any of the Town's operations, provided that
this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its employees. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless the Town can show that it can be done more economically or expeditiously otherwise;

f. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;

g. To take any action which the Town reasonably believes is necessary to comply with any legal requirement or in the event of an emergency regardless of the restrictions imposed by any terms and conditions of this Agreement.

ARTICLE IV
HOURS OF WORK

Section 1. The parties agree that the current work schedule by which Employees work five (5) consecutive days, followed by three (3) days off shall continue, provided that during the term of this agreement Employees will be scheduled in a way that minimizes the occasions on which fewer than two (2) Employees are regularly scheduled per shift. The parties agree to follow the attached work schedule (Appendix D) for the remainder of the 2018 calendar year and agree to create similar 5-3 schedules for subsequent years that similarly minimize the occasions on which fewer than two (2) Employees are scheduled per shift. In the months of May through October Employees shall be scheduled to work nine and one-quarter (9¼) hours each shift. During the months of November through April Employees shall be scheduled to work nine (9) hours each shift. Employees shall be compensated at the rate of one and one-half (1½) times
their regular rate of pay whenever they work outside of their regularly scheduled hours which
over the course of the year shall equate to two thousand eighty (2080) hours.

Section 2. Normally, there shall be three shifts which shall be the day shift (0700 - 1615
during May through October and 0700 - 1600 during November through April), the evening shift
(1545 - 0100 during May through October and 1530 - 0030 during November through April) and
the late evening shift (1800 - 0300) unless otherwise determined by the Town for legitimate
business reasons. Employees will regularly work the shifts in order of days, evenings, days and
late evenings and will rotate all shifts on a weekly basis. The scheduling of a midnight shift shall
be at the discretion of the Town, acting through the First Selectman, based on the operational
needs of the police department.

Section 3. In the event that bidding of shifts is re-implemented, the parties agree that the
language found in Article IV, Section 3 of the July 1, 1998 - June 30, 2001 Collective Bargaining
Agreement shall be reinstated.

Section 4. In the event that the Town chooses to staff a particular shift as set forth in
Section 2 of this Article, Members shall have first priority to staff the shift, followed by part-time
officers or state troopers.

Section 5. In the event that an opening is created in a shift, due to a Member taking time-
off for any reason allowed by contract, the open position shall, if the Town chooses to staff the
position, be offered to Members first, according to the overtime rotational staffing procedure as
set forth hereafter, then to either part-time officers or state troopers at the Town's discretion. If a
Member signs up for a shift and subsequently decides he/she cannot fill the shift, it will be
his/her responsibility to find a substitute.

Section 6. In the event that a Member loses any regular days off due to a change in
schedule, such Member shall receive compensatory time off for the lost days at the rate of nine (9) hours for each lost day off.

Section 7. Members will not be scheduled to work more than five (5) regular work days, not including overtime, within any period of eight (8) consecutive days.

Section 8. Scheduling and assignments will be made by a Resident State Trooper, a designated Member or, in their absence, one of the Selectmen, according to the terms of the Collective Bargaining Agreement. The scheduling Resident State Trooper will properly maintain a posted schedule, three weeks in advance.

Section 9. Each Member will submit a time sheet solely for purposes of indicating all regular, overtime and private duty hours worked during the time period, and other time off taken or earned, during the time period.

ARTICLE V
SENIORITY

Section 1. Seniority shall commence from the date of employment as a full time Employee of the Town. Seniority shall consist of the total continuous, full time service within the department.

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

Section 3. If a Member resigns or is discharged for just cause, he/she shall lose all seniority.

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

Section 5. a) No Member shall attain seniority rights under this Agreement until he/she has been continuously employed by the Town for a period of one (1) year; however, he/she shall be entitled to all other benefits of this Agreement during such interim period. After one (1) year
of continuous employment, the Member shall have achieved seniority dating back to the date of
original employment with the Town.

b) While serving as a full time officer for the first twelve (12) months, from date of hire
to first anniversary date, the Member shall be considered on probation and may be discharged for
any reason and without recourse to the grievance or arbitration process by any party.

Section 6. Seniority for all Union officers and stewards shall be decided in the same
manner as the other Union Members.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle Member grievances
on as low an administrative level as is possible and practicable so as to ensure efficiency and
Member morale.

Section 2. A grievance shall mean a written complaint signed by a Member:

a. alleging that his or her rights under the specific language of this Agreement have been
violated or that as to him or her there has been a misapplication or misinterpretation of the
specific language of this Agreement or the rules, regulations, and policies of the Town; or

b. concerning discharge, suspension, or other disciplinary action.

Section 3. Procedure.

a. A Member may use this grievance procedure with or without Union assistance.
Should a Member process a grievance through one or more of the steps provided herein prior to
seeking Union aid, the Union may, at its discretion, process the grievance from the next
succeeding step following that which the Member had utilized.

b. No grievance settlement made as a result of an individually processed grievance shall
contravene the provisions of the Agreement.
c. A grievance shall be processed in the following three (3) steps:

**STEP ONE:** If a Member has a grievance, the Member or his/her representative, if represented, shall submit the grievance in writing within ten (10) days of the occurrence of the aggrieved issue to the First Selectman of the Town of Old Lyme. Within seven (7) days after receiving such grievance the First Selectman shall render his/her decision in writing to the aggrieved and his/her representative, if represented.

**STEP TWO:** If the grievant and his/her representative, if represented, are not satisfied with the decision rendered in Step One, he/she or his/her representative may, within ten (10) days following receipt of the Step One decision, submit the grievance to the Board of Selectmen of the Town of Old Lyme. Within forty-five (45) days, the Board shall schedule a meeting with the Union for the purpose of resolving such grievance. The Board of Selectman shall render its decision in writing to the aggrieved Member and his/her representative, if represented, within seven (7) days after such meeting. In the event the Board fails to schedule a meeting within forty-five (45) days of submission of the grievance, the grieving party may move the grievance to Step Three of the grievance process.

**STEP THREE:** If the grievant and his/her representative, if represented, are not satisfied with the decision rendered in Step Two, he/she or his/her representative may, within fifteen (15) days, submit the grievance to the Connecticut State Board of Mediation and Arbitration and the decision rendered by the arbitrator or arbitrators shall be final and binding upon the parties.

d. Any party shall have the right to employ a public stenographer or recorder and operator at his choice at any step in the procedure at its own expense.

e. The Union shall be entitled to submit grievances in the name of the Union in the same
manner as provided herein for Members.

f. Members and the Union shall have the right and choice of representation during any step in the grievance procedure whenever representation is desired by either Member or the union, at the party's sole cost. The Town shall have the right to be represented by legal counsel at any step in this grievance procedure, at the Town's sole cost.

ARTICLE VII
DISCIPLINARY PROCEDURES

Section 1. No Member, except probationary Members as set forth in Article V, shall be discharged, terminated, demoted, suspended, or disciplined in any other manner except for "just cause".

Section 2. As used herein, the term "demoted" shall include the transfer of a Member laterally or otherwise, resulting in a reduction of the Member's wages or other benefits the Member had in the prior position. The Town and the Union agree that most disciplinary procedures will be preceded by one or more of the following: verbal counseling reduced to writing, a Performance Observation Report ("POR") citing improvement needed with perhaps an explanatory response and a Negative POR. Such documentation will be initiated by a Resident State Trooper with notification to the First Selectman and the Employee.

Section 3. The First Selectman may be authorized to issue discipline for minor matters, upon finding of "just cause", to a maximum penalty of a five (5) day suspension without pay. Such discipline may be issued without a formal hearing, provided that the Member(s) subject to such discipline shall have the right to confer with a Union representative prior to the imposition of the discipline.

Section 4. Discipline other than that described in Section 3 above shall be issued only by the Board of Selectmen, which shall also be authorized to issue lesser amounts of discipline as
described in Section 3, provided that no Member shall be discharged, terminated, demoted, suspended, or disciplined in any other manner by the Board of Selectmen except for "just cause" and after a hearing before said Board of Selectmen.

Section 5. All disciplinary proceedings before the Board of Selectmen shall require notice to the Member(s) at least ten (10) days prior to the date of the hearing stating the reason for the disciplinary proceeding, including, but not limited to, any rule, regulation and/or State statute allegedly violated.

Section 6. At all hearings (including hearings as a result of a civilian complaint) before the Board of Selectmen, all witnesses shall be sworn and the bargaining unit Member(s) shall have the right to representation of his/her choice at his/her sole cost. Unless specifically prohibited by law, such hearings shall be closed to the public, including the press, unless the Member(s) request(s) a public hearing. The Board of Selectman shall render its decision and notify the Member(s) and the Union thereof not later than five (5) days after the hearing is closed.

Section 7. Members shall be entitled to representation by a Union representative at any meeting or inquiry during which the Member(s) may be subject to interrogation in connection with possible disciplinary proceedings.

Section 8. Any Member who is discharged, disciplined, terminated, or demoted is authorized to challenge said action, including the severity of the punishment, by submitting a grievance directly to the Connecticut State Board of Mediation and Arbitration, requesting arbitration with respect thereto in accordance with the rules of said Board. The arbitrators are hereby empowered to render a final and binding arbitration decision with respect to said grievance.
Section 9. In no event shall any type of investigation or disciplinary proceeding commence against a Member more than sixty (60) days after the Town’s discovery of the act or omission giving rise to the investigation or disciplinary proceeding.

Section 10. In no event may a civilian complaint result in the commencement of any disciplinary proceedings against an Employee, unless the following procedures are followed:

a. The complainant files a formal written, signed complaint with the First Selectman of the Town.

b. The First Selectman shall order, if deemed necessary to proceed, an investigation. The investigation shall include an interview with the complainant and all witnesses. The First Selectman shall have the duty and obligation to reveal exculpatory evidence.

Section 11. Members being interviewed or investigated pursuant to this Article, shall have the right to be represented by a Union representative at any meeting during which the Member is subject to interrogation. If the meeting or interview is to be tape recorded, the Member will be given a copy of the recording of any such meeting. The Member shall have the right to copies of all statements given in regard to the complaint.

Section 12. No Member subject to investigation shall be disciplined in any manner for invoking any rights guaranteed by the United States Constitution, or the Connecticut Constitution, or any other state or federal law.

ARTICLE VIII
SICK LEAVE

Section 1. Sick leave with pay shall be granted for Members upon completion of six (6) months of employment, with each Member accruing one (1) sick day for each month or part thereof for which the Member is employed. Such sick leave shall accrue up to a maximum of twelve (12) days, which equates to ninety-six (96) hours, per fiscal year. Unused sick leave may
be accumulated up in a maximum benefit of ninety (90) days. If the Member resigns or is
terminated, he/she shall be entitled to a maximum sick leave payment of twenty-five percent
(25%) of the accumulated sick time multiplied by the current rate of pay, provided that if an
Employee is terminated for just cause, the Employee shall not be paid for any accumulated sick
leave. Upon retirement from employment with the Town, the Member shall be paid a lump sum
payment equal to the amount of sick time accumulated multiplied by the rate of pay at time of
retirement, to a maximum of one-quarter of ninety (90) days.

Section 2. Sick leave may be taken on an hourly basis. When an Employee becomes ill
while on duty and needs to leave work early due to illness the Employee shall be paid for hours
worked and shall charge the remaining hours to sick leave to the extent that such leave is
available. Each day of sick leave, and all other paid leave, provided for in this Agreement, shall
be considered eight (8) hours of paid leave.

Section 3. Sick leave may be used for any of the following reasons:

a. Illness or injury of the Member or serious illness or injury of the Member’s immediate
family. An immediate family member is defined as a child, spouse, ward, parent, or one who is
permanently domiciled in the Member’s household. Illnesses include pregnancy-related
illnesses.

b. Medical, dental, optical examinations, or treatment of the Member which cannot be
scheduled during non-work hours. Members are expected to make reasonable efforts to schedule
appointments at times which cause the least disruption to their work responsibilities.

Section 4. A medical certificate signed by a duly licensed physician may be required for
any period of absences consisting of more than five (5) consecutive working days or whenever
the Town suspects that the Member may be abusing the sick leave benefit; or when it is
reasonably presumed that a member of the Member’s immediate family is suffering from a serious contagious disease which may endanger the health of other Members of the department.

**Section 5.** When a Member finds it necessary to be absent from duty on sick leave, he/she shall notify the on-duty Resident State Trooper or, if no Resident State Trooper is on duty, the desk officer, not later than one (1) hour prior to his/her scheduled shift, and the police officer working the previous shift must remain on duty until properly relieved. Properly relieved is defined that the Member will remain on duty until he/she is advised by a Resident State Trooper or the Duty Sergeant at Troop F that he/she may secure from duty.

**Section 6.** The Board of Selectmen shall provide a record of sick leave balances to each Employee on a monthly basis.

**Section 7.** Members may be absent from duty without loss of sick time, if a Member loses time because of an injury or sickness sustained in the line of duty for which he/she is entitled to compensation under the Worker's Compensation Act. During such period of disability for which he/she qualified under the Worker's Compensation Act, if the compensation to which the Member is entitled is delayed, the Town shall, for such period of delay and by separate transaction, pay the amount of such compensation to the Member. Upon receipt of said Worker's Compensation from whatever source, the Member shall forthwith sign over and/or assign such proceeds to the Town. This provision shall apply only to claims that are not contested by the Town’s workers’ compensation carrier.

**Section 8.** Upon the death of a Member, his/her survivors shall be paid a lump sum of money equal to the number of sick days due such Member times his/her prevailing daily rate of pay as of the date of such death.

**Section 9.** An Employee may elect to donate some or all of his/her accumulated sick
leave to another bargaining unit member.

**ARTICLE IX**

**FUNERAL LEAVE**

Section 1. Funeral leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to a Member in the event of the death of his/her spouse, child, ward, mother, father, brother or sister.

Section 2. Funeral leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to a Member in the event of the death of his/her mother-in-law, father-in-law, or any person permanently domiciled in his/her household.

Section 3. Funeral leave of one (1) working day without loss of pay, to be taken on the day of the funeral or the wake, or other memorial service, at Member’s option, shall be granted to a Member in the event of the death of his/her brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother, or grandchild not domiciled in the his/her household.

Section 4. Under extenuating circumstances of hardship, an Employee shall be granted three (3) additional days of compensatory time or vacation days to be taken within ten (10) days of the date of death of any of the persons named in Sections 1, 2, and 3 of this Article provided that any such time shall be charged to the Employee’s accrued compensatory time or vacation days.

**ARTICLE X**

**CLOTHING ALLOWANCE**

Section 1. The Town shall provide each Member with the necessary clothing and equipment related to their duties as listed in Appendix A entitled "Equipment List for Each Officer", which is attached to and made a part of this Agreement. Members must turn in the item
to be replaced when possible, before the replacement item is issued. Issued equipment will not be taken away from any Member, without just cause, when possible.

Section 2. Dry cleaning of uniforms, except BDUs, shall be billed to the Town.

Section 3. Members will receive a hash mark for every three (3) years of service completed. The hash mark(s) will be worn on the officer’s left uniform long sleeve shift. After five (5) years of continuous full-time service, the Member will be issued one stripe and be designated a Patrolman First Class. After ten (10) years of continuous full-time service, the Member will be designated as a Corporal. The Town will fund the cost of the insignia to a maximum of $50.00 per Member.

ARTICLE XI
HOLIDAYS

Section 1. The Town recognizes the following holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (Used at bargaining unit member’s and Town’s discretion)

Section 2. Members who must work on those holidays set forth in Section 1, with the exception of Thanksgiving and Christmas, will receive their regular hourly rate and a compensatory day. Members who must work on Thanksgiving and Christmas will receive the rate of two and one-half (2½) times their regular hourly rate for all hours worked and no compensatory day.

Section 3. Members may elect to receive nine (9) hours of pay at regular rate instead of a compensatory day.

Section 4. Each compensatory day earned must be used within twelve (12) months, or it
will be forfeited.

Section 5. Any time off with pay that may be allowed other Town municipal bargaining unit members as a result of an unanticipated national holiday or national day of mourning proclaimed by the President of the United States shall be provided in equal measure for the Members covered by this Agreement.

Section 6. Employees shall receive the same holidays as other Town employees.

ARTICLE XII
OVERTIME

Section 1. All hours worked in excess of those which an Employee is scheduled to work, which over the course of a year shall amount to two thousand and eighty (2080) hours of regularly scheduled work, will be compensated at one and one-half (1½) times his/her regular rate.

Section 2. When a Member is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the Member's regular duty hours, he/she shall be paid not less than four (4) hours at a rate of one and one-half (1½) times his/her regular rate.

Section 3. Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

Section 4. Overtime assignments will be first offered to all Members not presently on duty, on a seniority rotational basis, and then the offer shall be extended to the on-duty Members. If the overtime is still not filled, it may be offered to part time officers on a seniority rotational basis, or to a State Trooper. It shall be at the discretion of the supervisor, to determine whether an overtime assignment will be created and filled.
Section 5. Nothing contained in this Agreement shall be construed so as to prevent the Town, acting through a Resident State Trooper, from ordering a Member to work overtime in any situation that arises which creates a need for additional manpower that cannot be filled on a voluntary basis. Members will be ordered in on a reverse seniority, rotating basis. Once a Member has been ordered in, his/her name shall go to the bottom of the “Order In List” which shall be maintained and posted by a Resident State Trooper. As part of the order in procedure, the Town has issued a cell phone to each Member who will be required to wear the phone at all reasonable times. In case the Member is called, he/she will respond as soon as possible, but in no event within a period longer than two (2) hours. If the bargaining unit Member will be out of the State of Connecticut, he/she shall document that fact in the Location Book, located in the Old Lyme Police Department, prior to the absence. The bargaining unit Member may be exempted from this order in policy, except in the case of emergency, if he/she is on vacation or if he/she has been approved by a Resident State Trooper for a day off in which the officer has a significant planned event scheduled.

Section 6. Any Member subpoenaed to testify in any type of judicial or administrative proceeding, including depositions, in his/her capacity as an Old Lyme police officer, shall be compensated at the straight time rate or the overtime rate, if applicable, according to the provisions of this Article, for the time spent traveling to and from, and testifying at, the proceeding.

ARTICLE XIII
VACATION AND PERSONAL LEAVE

Section 1. Each Member, upon commencement of employment with the Town, is entitled to vacation time with pay as follows:

a. two (2) weeks after one (1) year of continuous service;
b. three (3) weeks after five (5) years of continuous service;

c. four (4) weeks after ten (10) years of continuous service; and

d. five (5) weeks after twenty (20) years of continuous service.

Section 2. Vacation time may be accumulated from one year to the next to a maximum of one week. One vacation week means five (5) work days. There will be no extra payments to Employees in lieu of taking vacation time.

Section 3. Members shall submit written requests for vacation time to their supervisor, or his/her designee, at least twenty-one (21) days prior to the date of use of the vacation requested, which shall be granted on the basis of seniority, if conflicting requests are submitted. Vacation time shall be approved, based on the needs of the Town. If vacation requests are not submitted at least twenty-one (21) days prior to the date of use of the vacation requested, then it shall be approved on a first-come, first-served basis, without seniority being a determining factor. The Town may fill vacant shifts caused by vacation days with twenty-one (21) days or less notice with Members, part-time officers, or Resident State Troopers. A maximum of two (2) Members shall be on vacation at the same time. The most senior requester shall have priority concerning a vacation request. No bargaining unit Employee shall be permitted to take more than a total of one (1) week of paid vacation between Memorial Day and Labor Day of each year, provided that the First Selectman shall have the right to grant exceptions in extraordinary circumstances.

Section 4. If a Member wishes his/her vacation pay in advance of leaving, the payroll clerk must be notified at least two (2) weeks in advance.

Section 5. Each Member shall be entitled to two (2) personal leave days with pay, in each fiscal year. Advance notice of personal leave days will be given. These days are not cumulative and shall be lost if not taken during a fiscal year. A personal day may be denied only
if necessary to ensure adequate police coverage.

**ARTICLE XIV**

**PRIVATE DUTY**

**Section 1.** The term "Private Duty" for the purposes of this Article shall mean duty for which the Town is reimbursed by some other party.

**Section 2.** All private duty assignments shall be made by the First Selectman or by a Resident State Trooper and are an integral part of each bargaining unit member's employment.

**Section 3.** The Town shall distribute private duty work to all Members on a fair and equal basis, by offering all private duty assignments first to Members on a seniority rotational basis, second to part-time officers on a seniority rotational basis, third to an Old Lyme Resident State Trooper and last to a State Police officer.

**Section 4.** If any Member, after accepting an assignment, cancels said assignment for any reason except a family medical emergency, it is up to the Member to find a replacement for the assignment. In the event of a family medical emergency, the First Selectman or the Resident State Trooper may use a part-time officer or a State Trooper to fill the assignment.

**Section 5.** All private duty assignments shall be paid as follows:

- $60.00 - July 1, 2017 through approval of this Agreement
- $65.00 - Effective as soon as practicable following approval of this Agreement

provided that on assignments for any not-for-profit organization, Employees will be paid at the rate of one and one-half (1½) times their hourly rate of pay.

Officers assigned to such private duty shall receive a minimum of four (4) hours pay, regardless of the actual hours worked. If an assignment is canceled with less than twenty-four (24) hours notice, the officer shall receive four (4) hours pay at the private duty rate.

**Section 6.** Employees may not be ordered in for private events.
ARTICLE XV
RATES OF PAY

Section 1. Effective retroactive to July 1, 2017, Employees shall receive a 2.25% wage increase over the previous fiscal year’s wage scale, as detailed in Appendix C.

Effective July 1, 2018 Employees shall receive a 2.25% wage increase over the previous fiscal year’s wage scale, as detailed in Appendix C.

Effective July 1, 2019, Employees shall receive a 2.50% wage increase over the previous fiscal year’s wage scale, as detailed in Appendix C.

ARTICLE XVI
FRINGE BENEFITS

Section 1. Health Insurance.

Effective July 1, 2017 and continuing thereafter the HDHP/HSA ($2500/$5000 deductible) shall be the core plan offering, except as otherwise provided for below with regard to the Town’s right to obtain medical benefits through the State Partnership Plan. HDHP/HSA ($2500/$5000 deductible) plan benefits are generally described in Appendix B attached to and made a part of this Agreement.

The Town shall contribute fifty percent (50%) of the HDHP/HSA deductible, paid in two (2) equal installments on July 1st and January 1st of each contract year to the Employees’ HSA accounts.

The Town shall have the right to change any insurance plan or carrier or to self insure these benefits at any time with advance notice to the Employees, provided that the Town shall provide Employees with benefits that are comparable to those set forth in Appendix B.

Effective retroactive to July 1, 2017 and through the duration of this Agreement, except as provided below, the Employee shall pay fifteen percent (15%) of the premium or premium
equivalent cost for the insurance benefits elected by them, provided that the Town shall have the right to purchase medical benefits for bargaining unit Employees through the State Partnership Plan beginning July 1, 2018 and thereafter. In the event that the Town obtains its medical insurance benefits through the State Partnership Plan, Employees shall contribute sixteen percent (16%) upon initial participation in the State Partnership Plan, and seventeen percent (17%) one year thereafter. The Town shall be responsible for paying the remaining premium or premium equivalent costs for such benefits. Said premium costs paid by the Employee shall be deducted by the Town and placed into an IRS Section 125 account, maintained and set up by the Town on the Employee’s behalf. Deductions shall be made during each pay period. Coverage for Employees shall include dependent coverage.

The Town shall have the right to incorporate a Wellness component into its medical plan after meeting and conferring with the Union. Failure on the part of any plan participant to satisfy the requirements of the Wellness component shall result in a premium surcharge of an additional five percent (5%) premium contribution on top of the percentage premium contribution set forth above. In the event that the Town purchases its medical benefits through the State Partnership Plan, the Wellness requirements of the State Partnership Plan shall prevail for Members of the bargaining unit.

Notwithstanding the above, if at any point the total cost of the Town’s group health plan(s) offered under this Agreement triggers an excise tax under Internal Revenue Code 4980I, or any other local, state or federal regulation, the Town reserves the right to replace the current group health plan(s) offered with an alternative one(s), the cost of which falls below the excise tax threshold, or reduces the excise tax liability, regardless of whether such replacement plan(s) is comparable to the one previously in effect. Eligible Employees will be given the option to
enroll in the lower cost coverage option. If Employees choose to enroll themselves or their eligible family members in a coverage option that triggers an excise tax, or which has a higher excise tax than the other plan offering, then one hundred percent (100%) of the extra cost associated with participating in the higher cost plan, including the cost of such excise tax, shall be borne solely by the Employee in addition to the Employee’s premium contribution requirements as set forth above.

Full time Employees who are eligible for the health insurance benefits may decline the benefit prior to the beginning of the fiscal year, provided the Employee is not already eligible for health insurance provided by a prior employer or provided the Employee’s spouse is not already receiving the benefit from the Town. The Employee will be paid $3,000.00 per fiscal year in arrears: $1,500.00 on December 30th and $1,500.00 on June 30th, provided the Employee has been continuously employed during the fiscal year by the Town as of those dates. The Employee’s decision to decline the health insurance benefit must be confirmed in writing by completing the “Election to Decline Health Insurance Benefit” form, and submitting the same to the Town’s financial administrator prior to the beginning of the fiscal year.

Full-time Employees shall receive a $75,000 life insurance benefit with double indemnity in accordance with current practices.

Section 2. Dental Plan. Dental insurance benefits shall be provided to Employees as defined in Article I, Recognition, under a health insurance program, which benefits are more particularly set forth in Appendix B attached to and made a part of this Agreement. Effective retroactive to July 1, 2017, the Employee shall pay fifteen percent (15%) of the premium or premium equivalent cost for the insurance benefits elected by them. The Town shall be responsible for paying the remaining premium or premium equivalent costs for such benefits.
Dental insurance benefits may be provided to the Employee's dependents, provided the Employee pays one hundred percent (100%) of the associated premium.

Section 3. Disability Income. In the event a bargaining unit Employee incurs a non-job-related injury or illness, which causes the Employee to be totally incapacitated and unable to perform any work for the Town, the Employee may submit an application for short-term disability benefits. Employees are eligible to apply for such benefits after one (1) year of continuous employment. Employees shall be required to present adequate medical documentation substantiating their total incapacity. The Town reserves the right to require second and, if necessary, third medical opinions to determine an Employee's eligibility for benefits under this section. Eligible Employees may receive seventy percent (70%) of base pay for up to a maximum of twenty-six (26) weeks, commencing after the use of all current and accumulated sick time. Benefits commence the first (1st) day of absence due to accident, eighth (8th) day of absence due to illness, after the use of the Employee's accumulated sick leave.

Section 4. Pension Plan. All Members are entitled to participate in the current Group Pension Plan adopted by the Town with all costs of the plan to be borne by the Town. Each year during the term of this contract, the Town shall contribute to each Member's retirement account an amount equal to eight percent (8%) of the Member's base pay which will be subject to the vesting and other terms and conditions of the plan. The Town may maintain the accounts at a fiduciary of its choosing.

ARTICLE XVII
UNION BUSINESS LEAVE

Section 1. Two (2) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such
members are scheduled to be on duty.

Section 2. One (1) member of the Union grievance committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, or “Prohibited Practice” Complaints, when such meetings take place at a time during which such member is scheduled to be on duty.

Section 3. Officer(s) of the Union shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for purposes set forth in this Section shall not exceed two (2) man working days in any fiscal year.

ARTICLE XVIII
MILITARY LEAVE

Section 1. Any Member who leaves the service of the Town to join the military forces of the United States during time of war or other national emergency, or who is inducted by selective service, shall be placed on military leave without pay.

Section 2. Any Member on military leave who applies for re-employment to the Board of Selectman within sixty (60) days of his/her discharge shall be entitled to the position he/she held at the time the leave was granted provided he/she is capable of meeting the minimum qualifications of the job and provided he/she shall have received an honorable discharge or a general discharge for medical or hardship reasons.

Section 3. Any vacancies resulting from Members entering the armed forces shall be filled on a durational basis.

Section 4. Annual military leave shall be granted, not to exceed two (2) weeks, to Members who are required to serve on active reserve or National Guard duty. During this period the Member shall be paid the difference between his/her regular police pay and military pay, if
his/her regular police pay is greater than his/her military pay.

Section 5. Leave provided for in Section 4 shall not be charged to annual leave.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. The Town will continue to furnish such equipment as is presently furnished and may furnish such additional equipment that will promote the safety and welfare of the department members and aid in the efficient performance of their duties.

Section 2. Uniforms, work related equipment, watches reimbursed to a maximum value of $200 replacement cost, dentures, and eyeglasses reimbursed to a maximum value of $300, any of which are damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours.

Section 3. All Members shall be subject to state indemnification laws for civil actions which arise out of the performance of their duties, subject to any limitations contained in such laws.

Section 4. In the event that a Member shall be named defendant in a civil action claiming damages for false arrest or imprisonment occurring during the performance of his/her official duties and is found to have acted outside the scope of his/her employment or in a willful or wanton manner, then he/she shall reimburse the Town for all costs, including legal fees, which were incurred in defending such lawsuit.

Section 5. The First Selectman shall give to each Member, and to each new Member when hired, a copy of this Agreement, an identification card and a copy of the rules and regulations of the department.

Section 6. The Town shall 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
matter pertinent to Union matters.

Section 7. Members shall not be required to make any mechanical repairs, oil changes, or change flat tires of department motor vehicles except in an emergency, but will keep vehicle clean. Members are required to wash their police vehicles during the months of April through October. The Town will issue each Employee up to twenty (20) car wash tickets per year, to be used during the months of November through March.

Section 8. Members shall not be required to perform any function normally done by another Town department, agency, or private concern, except in an emergency. Members are not required to transport any animals, except in an emergency.

Section 9. All Members shall have the right to review their personnel files upon reasonable request to the First Selectman and at such time that the request will not interfere with the orderly operation of the department. Such request shall be granted within fourteen (14) days of the date of a written request.

Section 10. Members shall receive a copy of all communications that are to be entered into their personnel files and shall be required to initial any documents which the Town considers to be disciplinary in nature to indicate the Member's receipt of such documentation.

Section 11. The Town agrees that there will be no lockout of any bargaining unit member or bargaining unit members during the term of this Agreement. The Union and the individual Members covered hereunder expressly agree that there will be no strike, slowdown, or work stoppage during the term of this Agreement.

Section 12. Employees will continue to be allowed to take a police cruiser home or to a location authorized by the First Selectman, provided the home or authorized location is within twenty (20) miles of the Town Hall, and further provided that Employees hired on or before
ARTICLE XX
IN-SERVICE TRAINING/EDUCATIONAL INCENTIVE

Section 1. The Town shall pay for "in service" training for Members as approved by the Resident Trooper(s) and Board of Selectmen.

Section 2. Education Incentive. Any Employee who has earned a Bachelor's degree from an accredited college/university shall have a total of $500.00 added to his/her annual income. Any Employee who has earned an Associate's degree shall have $250.00 added to his/her salary.

ARTICLE XXI
SAVINGS CLAUSE

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

ARTICLE XXII
COMPLETE AGREEMENT

The parties agree that this Collective Bargaining Agreement constitutes the complete agreement of the parties concerning their wages, hours and other terms and conditions of employment. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. This Agreement is the exclusive Agreement of the parties and supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that the parties have agreed will continue, which are specifically set forth in this Agreement.
June 30, 2014 shall be grandfathered at the previous forty (40) mile limit. The Town has marked the cruisers with identification "Old Lyme Police". The cruisers may not be used for personal business.

**Section 13.** During each tour of duty, Members shall be allowed coffee breaks.

**Section 14.** If a Member is to be absent from Town for more than one (1) week, he/she shall notify a Resident State Trooper to arrange to store his/her cruiser at a location to be determined by the Resident State Trooper until he/she returns to duty.

**Section 15.** All Members on Workman’s Compensation, sick leave, or any other leave of absence for more than thirty (30) days are prohibited from making arrests and are required to turn in to the Resident Trooper(s) their issued equipment and assigned cruiser.

Upon availability for return to active duty and upon approval of Resident Trooper(s) and First Selectman, all equipment, assigned cruiser and authority will be returned to the Member.

**Section 16.** In the event a Member works two consecutive shifts of at least nine (9) hours each, or a total of seventeen (17) hours in the event the Member works a back-to-back day/evening shift combination, the Member shall be entitled to a meal allowance of $10.00.

**Section 17.** The parties agree that all provisions and requirements of the Resident State Trooper Program A&O Manual, as it may be revised from time to time, shall be applicable to Members of the bargaining unit except where such provisions conflict with the terms of this Agreement.

**Section 18.** In the event an officer witnesses a fellow officer going above and beyond his normal police duties, the officer may write a letter of recommendation to the Board of Selectman requesting said Board recognize the officer for his services.
ARTICLE XXIII
DURATION

This Agreement shall be in effect on July 1, 2017, and shall remain in effect until June 30, 2020, and thereafter shall continue in effect from year to year except that it may be amended at any time by mutual agreement or upon any anniversary of said Agreement by giving to the other party not less than one hundred fifty (150) days written notice of intention to propose amendments. Within thirty (30) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of such amendment, modification, or termination.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR NAMES TO BE SIGNED THIS 9th OF April, 2018.

TOWN OF OLD LYME

By

FIRST SELECTMAN

By

SELECTMAN

By

SELECTMAN

OLD LYME POLICE UNION
LOCAL #2693J, COUNCIL #4,
AFSCME, AFL-CIO

By

PRESIDENT, LOCAL #2693J

By

COUNCIL #4, AFSCME
APPENDIX A

EQUIPMENT LIST FOR EACH OFFICER

WINTER

1 - Winter Dress Hat, (Includes Straps, Braid, and Rain Cover)
3 - Long sleeve shirts
2 - Winter weight pants
1 - Winter jacket
1 - Light weight jacket
1 - Pair black gloves
2 - Ties
3 - Turtle neck pullovers
1 - Pullover sweater

SUMMER

1 - Summer dress hat
4 - Short sleeve shirts
3 - Summer weight pants

B.D.U. UNIFORMS

1 - Style ball cap
1 - Two pocket, long sleeve shirt (embroidered name tag/badge)
1 - Two pocket, short sleeve shirt (same as above)
2 - Six pocket, B.D.U. Pants

ACCESSORIES

2 - Sets of collar pins
3 - Name tag plates
2 - Badge
2 - ID Photo type card
1 - Medical rating pin
1 - Whistle with chain
2 - Shooting Pins
2 - Tie clips
2 - Hat pins
1 - Short raincoat
1 - Long raincoat
1 - Pair black rubber boots
1 - Reflective vest
1 - Duty weapon
1 - Duty belt
1 - Duty holster
1 - DBA. Mag. Pouch
1 - DBL Handcuff case, with two pair of handcuffs
1 - Portable Radio, with holder
1 - PR-24, with holder
1 - Cap-stun holder
1 - Medical rubber glove holder
1 - Set of frisker gloves
1 - Concealment bullet proof vest
1 - Rechargeable mag-lite flashlight
1 - Pair uniform boots or shoes

NOTE: The following are not provided:

A) Uniform pen/pencil sets
B) Under clothing (undershirts, under shorts, and socks)
**APPENDIX B**

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**Anthem**

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**Lumenos HSA Plan Summary**

The Lumenos HSA plan is designed to empower you to take control of your health care expenses. Here's how the plan works:

- **Health Savings Account (HSA)**: With your Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. These contributions are tax-deductible and can grow tax-free, helping you save on healthcare costs.

**Contributions to Your HSA**

- **FSA 2014**: Contributions can be made to your HSA up to the following:
  - **Individual**: $3,300
  - **Family**: $6,550
- **Tax-deductible**: Contributions are tax-deductible, helping you save on taxes.

**Plan - To help you save money:**

- **Preventive Care**: 100% of your eligible costs for nationally recommended services are covered. This includes services like annual physical exams, mammograms, and other important health screenings.

**Your Bridge Responsibility:**

- **The Bridge is an award you pay out-of-pocket to offset your annual deductible.** Your Bridge amount will vary depending on how much you've contributed to your HSA. If you contribute HSA dollars, you'll have a reduced annual deductible. If you don't contribute HSA dollars, your annual deductible will be reduced.

**Annual Deductible Responsibility**

- **Out-of-Network Providers**: $2,200
  - **Individual**: $2,200
  - **Family**: $4,400

**Traditional Health Coverage**

- **After your bridge**, the plan pays:
  - 100% for in-network providers
  - 70% for out-of-network providers

**Additional Protection**

- **For your protection, the total amount you pay out-of-pocket is limited.** Once you've reached the limit, the plan pays 100% of the costs included in the annual deductible for the remainder of the plan year.

**Annual Out-of-Pocket Maximums**

- **In-Network Providers**:
  - **Individual**: $3,500
  - **Family**: $7,000
- **Out-of-Network Providers**:
  - **Individual**: $6,500
  - **Family**: $10,000

**Earn Rewards**

- **Early Bird Achiever**: Earn rewards for taking steps to improve your health.

**For more information, please call toll-free 1-888-224-4896.**

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Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards in the following:

- MyHealth Assessment: You and your family members can complete a MyHealth Assessment, our online tool designed to help you assess your overall health. One adult family member is eligible to earn $50 per year. The health information you provide is strictly confidential.
- MyHealth Coach: If you qualify for the MyHealth Coach Program, you’ll receive one-on-one assistance from a specially trained registered nurse to help you manage your health condition. Health conditions may include those not limited to diabetes, asthma, depression, high blood pressure, heart disease, or pregnancy. You’ll receive $100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You’ll receive $200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).
- Tobacco Free Program: This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling options and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive $50 (fee reimbursed per person per lifetime) for completing the program.

Healthy Weight Program: Our Healthy Weight Program is a personalized phone-based program designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of professionals (a registered dietitian and health educator) with expertise in weight management will help you address unhealthy eating, physical activity and stress, sleep management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for the program. You and your spouse are eligible to receive $50 (fee reimbursed per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem’s Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, and the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations, and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness, and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA, and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network surcharge responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

- Office Visits through age 18; including preventive vision exams
- Screening Tests for vision, hearing, and lead exposure. Also includes polio exams, Pap tests, and contraceptive management for females who are age 18, or have been sexually active.
- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DTP)
  - Varicella (chicken pox)
  - Influenza—flu shot
  - Pneumococcal Conjugate (PCV)
  - Human Papilloma Virus (HPV) – cervical cancer
  - H. Influenza type b
  - Polo
  - Mumps, Measles, Rubella (MMR)

Adult Preventive Care

- Office Visits after age 18; including preventive vision exams
- Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap tests, and contraceptive management.

- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DTP)
  - Varicella (chicken pox)
  - Influenza—flu shot
  - Pneumococcal Conjugate (PCV)
  - Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4886.

GHSMS08 w GC 07 copyage HGP (E01) 0114
Summary of Covered Services (Continued)

Medical Care
Anthem's Lumenos HSA plan covers a wide range of medical services to treat illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the co-insurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-ray/Tests
- Dental Medical Expenditures
- Emergency Hospital Services (network co-insurance applies both in-network and out-of-network)
- Prescription Drugs
- Inpatient mental health and substance abuse services
- Maternity care
- Chiropractic care

Some covered services may have limitations or other restrictions.* With Anthem’s Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services limited to 100 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/CST combined limited to 80 visits per member per calendar year.
- Home health care services limited to 12 visits per member per calendar year.
- Durable medical equipment is paid subject to deductible and 80% co-insurance when services are rendered out-of-network.
- Skilled nursing care may apply to inpatient services.
- Inpatient hospitalizations require authorization. Prior authorization required after the first visit by PT and OT.

Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

* For a complete list of limitations and restrictions, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Prescription Drugs – copays after deductible (when purchased from a network pharmacy)

Retail (30 day supply)

- Tier 1 copayment
- Tier 2 copayment
- Tier 3 copayment

Mail Order (90 day supply)

- Tier 1 copayment
- Tier 2 copayment
- Tier 3 copayment

* For the cost of which items include Traditional Health Coverage.

If you have questions, please call toll-free 1-888-224-4896.
# APPENDIX C - WAGE SCHEDULE

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<td>(2.25%)</td>
<td>(2.50%)</td>
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### APPENDIX D

### Jan-18

|       | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse | D | D | D | D | D | D | D | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | X | X | X | E | D |
| Milardo31 | D | D | X | X | X | E | E | E | E | E | E | X | X | D | D | D | D | D | D | X | X | X | E | E |
| Collins32 | E | E | E | X | X | X | D | D | D | D | D | D | D | E | X | X | X | E | E | E | E | E | X | X | D | D | D | D | D | X | X | E |
| Zipadelli34 | E | E | E | E | E | X | X | X | D | D | D | D | D | X | X | X | X | E | E | E | E | X | X | X | D | D | D | D | D | D | D | X | X |
| Solar37 | X | X | X | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D | D | D | D | D |
| Rankin35 | D | D | D | X | X | X | X | X | E | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E |
| Roche33 | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | X | X | E | E | E | E | X | X | X | D | D | D | D | D | D |
| Mikshilo39 | E |

### Feb-18

|       | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
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| Milardo31 | D | D | D | D | D | D | D | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E | X | X | D | D | D | D | D | D |
| Collins32 | E | E | E | E | X | X | X | D | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D |
| Zipadelli34 | X | E | E | E | E | E | X | X | X | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D |
| Solar37 | E | X | X | X | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D | D | D | D |
| Rankin35 | X | D | D | D | D | D | D | X | X | X | E | E | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D | D | D | D | D | D | D |
| Roche33 | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | X | X | E | E | E | X | X | X | D | D | D | D | D | D |
| Mikshilo39 | E |

### Mar-18

|       | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse | D | D | D | D | D | D | D | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | X | X | X | X | E | E |
| Milardo31 | X | X | D | D | D | D | D | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | X | X | X | X | E | E |
| Collins32 | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D | D | D | D | X | X | X | X | D | D | D | D | D | D | D | D |
| Zipadelli34 | D | D | X | X | X | E | E | E | E | X | X | X | X | X | X | X | X | E | E | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D |
| Rankin35 | E | E | X | X | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| Roche33 | D | D | D | D | X | X | X | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| Mikshilo39 | E |

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## APPENDIX D

### Apr-18

| Date | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| Milaro31 | X | X | X | E | D | D | D | D | D | X | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | X | X | X | E | E |
| Collins32 | D | X | X | X | E | E | E | E | X | X | D | D | D | D | D | D | E | X | X | X | E | E | E | E | E | E | X | X | D | D | D | D | D |
| Solar37 | X | E | E | E | E | E | X | X | X | X | X | X | D | D | D | D | D | D | X | X | X | X | X | X | D | D | D | D | D | D | D | D | D | D |
| Roche33 | X | D | D | D | D | D | D | X | X | E | E | E | E | E | X | X | X | D | D | D | X | X | X | E | E | E | E | E | E | E | E | E | E | E |

### May-18

| Date | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| Zipadelli34 | D | D | D | D | X | X | X | X | E | E | E | X | E | X | X | X | D | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | E | E |
| Solar37 | X | X | X | E | E | E | E | E | X | X | X | X | X | X | D | D | D | D | D | D | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Rankin35 | E | E | E | E | E | E | X | X | X | X | X | X | D | D | D | D | D | D | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Roche33 | X | X | X | D | D | D | D | D | D | X | X | X | X | X | E | E | E | E | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Mikeshiio39 | X | X | X | D | D | D | D | D | D | X | X | X | X | E | E | E | E | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

### Jun-18

| Date | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| Milaro31 | E | E | E | E | X | X | E | D | D | D | D | D | X | X | X | X | X | D | D | D | D | X | X | X | X | E | E | E | E | E | E | E | E | E |
| Zipadelli34 | D | D | D | D | D | D | X | X | X | X | E | E | E | E | E | E | X | X | X | X | X | X | X | X | X | E | E | E | E | E | E | E | E | E |
| Rankin35 | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D | X | X | X | X | X | X | X | X | X | E | E | E | E | E | E | E | E | E |
| Roche33 | E | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | X | X | X | X | X | X | X | X | X | E | E | E | E | E | E | E | E | E |
| Mikeshiio39 | X | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | X | X | X | X | X | X | X | X | X | E | E | E | E | E | E | E | E | E |

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| Jul-18 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|--------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Morse  | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD | DD |
| Milardo31 | E | E | E | E | E | X | X | X | X | E | D | D | D | X | X | E | E | E | X | X | X | E | D | D | D | D | D | X | X |
| Zipadelli34 | X | X | X | D | D | U | U | A | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | E | E | E | E | E | E |
| Rankin35 | X | X | X | E | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D |
| Roche33 | E | E | E | X | X | D | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | D | E |
| Mikshilo39 | E | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Aug-18 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|--------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Milardo31 | X | E | E | E | E | E | X | X | X | X | D | D | D | X | X | X | E | E | E | E | X | X | X | E | D | D | D | D | D | X | X |
| Collins32 | X | X | D | D | D | D | E | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | E | X | X | X | E | E | E | E | E |
| Zipadelli34 | E | E | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | X | X | E | E | E | E | E |
| Rankin35 | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D |
| Roche33 | E | E | E | E | E | X | X | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | E |
| Mikshilo39 | E | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Sep-18 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|--------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Milardo31 | X | X | E | E | E | E | X | X | X | X | E | D | D | D | X | X | X | E | E | E | E | X | X | X | E | D | D | D | D | D |
| Collins32 | X | X | X | D | D | D | D | D | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | E | X | X | X | E | E | E | E | E |
| Zipadelli34 | E | E | X | X | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | X | X | E | E | E | E | E |
| Rankin35 | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D |
| Roche33 | E | E | E | E | E | X | X | X | D | D | D | D | D | D | D | X | X | X | E | E | E | E | E | X | X | X | D | D | D | D | D | D | E |
| Mikshilo39 | E | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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# APPENDIX D

### Oct-16

|    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |
|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|    | D   | D   | D   | D   | D   | D   | D   | D   | D   | X   | X   | X   | X   | E   | E   | E   | E   | E   | E   | X   | X   | X   | E   | E   | D   | D   |

### Nov-18

|    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |
|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|    | D   | D   | D   | D   | D   | D   | D   | D   | D   | X   | X   | X   | X   | E   | E   | E   | E   | E   | E   | X   | X   | X   | E   | E   | D   | D   |

### Dec-18

|    | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  | 26  | 27  | 28  | 29  | 30  | 31  |
|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|    | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | X   | X   | X   | X   | E   | E   | E   | E   | E   | E   | X   | X   | X   | X   | X   | X   | X   | X   | X   | X   |

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Miloardo31, Collins32, Zipadelli34, Solar37, Rankin35, Roche33, Mikshilo39
ATTACHMENT A

POLICIES OF THE TOWN OF OLD LYME
APPLICABLE TO CONSTABLES
TO SUPPLEMENT THE A&O MANUAL

1. **Firearms.** Any bargaining unit member, with the prior approval of the First Selectman, who wishes to carry either a patrol rifle and/or a patrol shotgun, will be offered training in said weapon system. Any member who is qualified, as determined by the Town, may carry said weapon at his/her own expense. The Employee who chooses to carry such weapon with Town permission shall be required to pay the cost of the weapon.

2. **P.O.R.** The Town shall designate one Resident Trooper who will have the authority to issue P.O.R. (Performance Observation Reports) to bargaining unit members. The Town may change such designation from time to time but only one Resident Trooper shall be designated with such authority at one time.

3. **Uniforms.** The Town shall establish the appropriate uniform of the day for each of the various assignments within the Department.

4. **Car Setup.** The Town shall permit bargaining unit Employees to provide input and recommendations regarding the location of equipment that the Town decides to install in the vehicle assigned to each Employee. Employees shall not be permitted to install their own equipment in any Town vehicle whether on a temporary or permanent basis.