

AGREEMENT BETWEEN
THE TOWN OF EAST HARTFORD
AND
THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION
JULY 1, 2007 – JUNE 30, 2012

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AGREEMENT

Between

THE TOWN OF EAST HARTFORD, CONNECTICUT

and

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

PREAMBLE

The following contract by and between respectively, the Town of East Hartford, Connecticut hereinafter referred to as the "Town" and the Town of East Hartford Police Officers' Association hereinafter referred to as the "Union," is designated to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I

Recognition

SECTION 1

The Town recognizes the Union as the sole and exclusive bargaining agent for the full-time permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers exclusive of the Chief, Deputy Chief and the Division Commanders.

SECTION 2

The word "employee" as used in this Agreement shall mean all members of the East Hartford Police Department who are included in the bargaining unit represented by the Union.

ARTICLE II

Duration

This contract shall be effective as of the date of the issuance of the Arbitration Panel's Award in SBMA Case No. 2008-MBA-48, and shall extend through June 30, 2012. All provisions, terms of employment, and fringe benefits shall become effective upon signing with the only exceptions being provisions, terms of employment, or fringe benefits specifically identified as retroactive. Either party wishing to terminate, amend or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) days and no less than one hundred twenty (120) days prior to such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendments, modifications or terminations.

ARTICLE III
Union Membership and Dues Deductions

SECTION 1

As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee." Each new employee, as a condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

SECTION 2

The Town agrees to deduct weekly Union dues or Union Service Fee in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein upon the receipt of an assignment. The sum that represents such weekly Union dues or Union Service Fee deduction shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized financial officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as Appendix A and made part of this Agreement.

SECTION 3

Deductions provided for in Section 2 shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. The Town will simultaneously furnish the duly authorized financial officer of the Union, each month, a statement of deductions of the employees from whose earnings deductions have been made.

SECTION 4

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Town in reliance upon the check-off and union security provisions of this Agreement or on the correctness of any dues or service fee deduction authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings, without cost to the Town, and in the event the Union fails to defend such suits or proceedings, the Town shall undertake such defense and all costs thereof shall be charged to the Union.

ARTICLE IV
Hours of Work

SECTION 1

The regular work week for all employees in the bargaining unit shall average thirty-eight (38) hours per week and the work schedule for all members of the bargaining unit except as stated in Article IV, Section 6, shall be, over an eight (8) week cycle, as follows:

(a) Patrol Division Sergeants and Officers, Quality of Life Unit Officers, and Traffic Unit Officers:

Four (4) consecutive days on -- three (3) consecutive days off, except during rotation periods of assigned days off.

(b) Patrol Division Lieutenants, Quality of Life Unit Supervisors, and Traffic Unit Supervisors:

Four (4) days on -- three (3) consecutive days off; although the employee may vary the days with the prior consent of the Department. By mutual agreement, the days of work need not be consecutive.

SECTION 2

(a) Patrol Division

1. The length of each shift shall be 9.5 hours.

2. The work hours of the Patrol Division shall be:

“A” Shift

22:30 - 08:00 hours

“B” Shift

06:30 - 16:00 hours

“C” Shift

15:00 - 00:30

3. These hours may vary by thirty (30) minutes.

4. The Chief of Police shall have the right to change these hours whenever there is a definite and demonstrated need for such change.

5. The bidding of shift assignment shall be conducted in accordance with Appendix G of this Agreement.

(b) Quality of Life Unit and Traffic Unit

1. The length of each shift shall be 9.5 hours.
2. The shift hours and days of work for personnel assigned to the Quality of Life Unit and the Traffic Unit shall be as established by the Department, consistent with their assigned duties and responsibilities.

SECTION 3

A workweek shall consist of seven (7) consecutive calendar days. The workweek shall commence with the start of the Sunday "A" shift and end one week later upon the completion of the Saturday "C" shift.

SECTION 4

The work schedule shall provide that car and foot patrols be equitably distributed among all Police Officers in accordance with the duty roster, with the exception of probationary employees.

SECTION 5

Each employee shall be granted a thirty (30) minute lunch period as near as practicable to normal eating hours.

SECTION 6

Nothing in this Article shall prevent the right of the Chief of Police to designate a work schedule different than that stated elsewhere in this Article for positions other than the Patrol Division, Quality of Life Unit, and the Traffic Unit.

It is understood, however, that the average workweek as scheduled shall not exceed that reflected in the applicable schedule of this Agreement.

SECTION 7

Fall-in time shall be at the starting time of the employee's assigned shift.

With the exception of the need to extend a tour of duty to permit a member to properly conclude an investigation, arrangements shall be made that will permit members to report off-duty not later than the terminal hour of their particular shift.

SECTION 8

Whenever any employee is temporarily required by the Department to work in a higher classification than his/her regular classification (i.e., Acting Lieutenant or Acting Sergeant) for more than fourteen (14) calendar days, he/she shall receive the lowest step in the higher classification that will produce an increase for each day of such service retroactive to the first day.

SECTION 9

(a) During any week in which personnel assigned to the Patrol Division, Quality of Life Unit, or Traffic Unit are assigned at least five (5) days of training, the work schedule for the week will be five (5) days on – two (2) days off.

(b) Time spent in in-service training or instruction shall be considered compensable hours worked for the purpose of computing overtime as required by the Fair Labor Standards Act. An employee who is required to attend in-service training or instruction that results in his/her working hours in addition to those in the regular workweek shall be paid time and one-half for such additional hours.

(c) Employees shall not be required to attend in-service training or instruction while on vacation; however, employees shall have the option, when requested, to attend in-service training while on vacation and shall be paid in accordance with (b) above.

(d) The Chief or his designee shall have the right to schedule training time different from the employee's regularly scheduled hours and days of work. The employee shall be compensated for the time spent in training in accordance with (b) above.

(e) The Chief of Police may adjust the schedule of individual employees for training, and employees shall receive reasonable notice if training results in a change of schedule. However, the adjustment shall be limited to a maximum of eighty (80) hours per fiscal year, but this limitation shall not apply to the CREST and Canine Units as currently constituted. The parties agree to negotiate the training requirements of any new Specialized Units. Any final ruling by the SBLR or appellate decision of that ruling concerning CREST shall supercede this provision.

SECTION 10

“On-call status” shall mean an employee must remain fit for duty and available for re-call by the Department. The Department may place in “on-call status” on a rotating, equal distribution basis, one supervisor, two investigators, one person assigned to juvenile and one ESU person in the Investigative Services Bureau. Such employees may remain “on-call” for up to seven (7) consecutive days, to be followed by at least seven (7) consecutive days without being “on-call.” Employees shall be compensated three (3) hours compensatory time for each week (or any portion thereof) in “on-call status.”

ARTICLE V Overtime

SECTION 1

All overtime shall be paid at time and one-half rate, except that overtime shall be paid at the double time rate when it is performed on a contractual holiday other than the employee's birthday. Overtime shall be paid for all hours in excess of the employee's assigned tour of duty. Overtime shall be paid at double time rate when it is performed on the following holidays:

New Year's Day (January 1)

Independence Day (July 4)

Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Labor Day
Columbus Day (October 12)
Veterans Day
Thanksgiving Day
Christmas Day (December 25)

(a) Overtime shall be paid for each quarter hour or major portion thereof in excess of the employee's assigned tour of duty. If an employee's tour of duty is extended by one-quarter hour or major portion thereof, overtime shall be computed from the final hour of the regular tour of duty and figured to the nearest quarter hour.

(b) For the purpose of computing overtime, the regular hourly rate shall be determined by dividing the employee's annual salary by the total number of hours in a full work year.

SECTION 2

(a) Employees who work on their day(s) off, required or voluntary, shall be paid at a minimum of five (5) hours at the time and one-half rate or actual time worked, whichever is greater, except as otherwise provided in this Agreement. For the purpose of this Section, a day off shall be an entire twenty-four (24) hour period during which the employee is not assigned for a tour of duty. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of five (5) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a two (2) hour minimum.

(b) This provision shall not apply to, or include, Shift "A" personnel reporting for duty on the night subsequent to their scheduled days off, nor shall it apply to personnel on the "C" shifts who may be required to work beyond their respective terminal hour and into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to midnight and was unanticipated by the Department.

SECTION 3

Employees who may be required to return to duty to perform overtime duties on a regularly scheduled day shall be paid not less than four (4) hours at time and one-half rate. For the purpose of this provision, a regularly scheduled day shall be an entire twenty-four (24) hour period, commencing at midnight, during which the employee is assigned for a regular tour of duty. This provision shall include personnel on the "A" shift. Employees who are called in early for their assigned shift shall be paid for the time actually worked in excess of their assigned number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

SECTION 4

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

SECTION 5

Exceptions: The above shall not apply in the assignment of work to outside firm(s) whether paid by the Town or the outside firm(s).

SECTION 6

All overtime assignments in a uniformed position, with the exception of overtime that results from extending a tour of duty to properly complete an assignment, shall be assigned among regular and probationary employees as equally as possible and on a voluntary basis. Provided, however, that when such overtime assignments are refused by all off-duty members, the Chief shall have the right to order members to fill such assignments. All uniformed non-patrol overtime shall be distributed under a single "Uniform Overtime Book" except units requiring specialized skill or training including the overtime necessary for such persons to continue an investigation.

(a) Whenever a scheduled staffing level in the Patrol Division falls below the minimum staffing level, replacement personnel shall be hired. Said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. In the Patrol Division, whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.

(b) Detectives shall not be assigned to uniform patrol, but may work extra duty assignments or special events. There is no minimum manning for Detectives on any given shift or day. Detectives shall continue to be eligible for overtime in the Detective Division as stated in Section 9.

(c) The Department shall record the name of members who are required to perform ordered overtime duties, for the purpose of distributing such ordered overtime assignments on an equal basis amongst all members of the Department.

(d) Whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.

When conditions require the prompt and urgent mobilization of employees to respond to emergencies (including, but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief shall have the right to order a partial or full mobilization of the Department without regard to overtime rotation schemes or methods.

When addressing exigent circumstances, the Town may first mobilize as many persons as it deems appropriate from the Detective Division before offering overtime in the Patrol Division.

SECTION 7

Overtime as defined throughout other Sections in this Article shall apply when employees are required to work on their day off during an emergency declared by the Mayor. Whenever such state of emergency has been declared by the Mayor, the employees shall be paid at time and one-half rate of pay.

SECTION 8

In cases of absence of lieutenants, sergeants and police officers, and when the Department elects to fill the positions of such absentees, said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. If an employee of the same rank cannot be contacted or is not available for replacement duty, the replacement will be offered to members of the next lowest rank in assigning overtime hours.

SECTION 9

(a) In cases of absence in the Detective Division, and when the Department elects to fill the position of any absentee, said vacancy shall be filled, when possible, by an employee regularly assigned to the Detective Division.

(b) Bargaining unit members who are assigned to the Detective Division may be required to work in uniform, either on overtime or during their regular assigned shifts when, in the opinion of the Chief or his designee, there is a demonstrated need. This subparagraph shall not be utilized for the purpose of avoiding overtime in the patrol division.

SECTION 10

Payments for overtime shall be included in a paycheck for the week in which the overtime occurs.

SECTION 11

If the Town is unable to fill any of the positions constituting "Rentschler Field work" with volunteers, the Town shall proceed as follows:

1. The Town will order persons in off the "Uniform Overtime Book" to fill those positions using the following method: (i) each time a person is ordered-in, The Town will place a check mark in the book by that person's name; (ii) the Town will order-in individuals beginning with the person who has the least number of check marks by his or her name (i.e., the person who has been previously ordered-in the fewest number of times).

2. If time does not permit filling the "Rentschler Field work" based on the foregoing order-in method, the Town may staff the Rentschler Field event from the Patrol Division provided any minimum staffing requirement and other vacancies the department

determines it needs to fill shall be filled on overtime from the Patrol Overtime book pursuant to current department practice.

SECTION 12

In regard to filling overtime positions, “rank integrity” shall be honored.

ARTICLE VI
Court Time

SECTION 1

An employee who may be required to attend Liquor Control Commission, Motor Vehicle Department hearings, Superior Court or Juvenile Court hearings or administrative hearings to testify in his/her capacity as police officer when required or requested by the Town shall be paid at straight time when such attendance is during their regular work hours and at the overtime rate for a minimum of five and one-half (5½) hours when such attendance is during off-duty hours (hours in addition to their regular work hours). However, the Town shall only be required to pay the difference between the hours paid by the State and total amount of hours due the employee.

SECTION 2

Employees who may be required by the Town to attend the above-mentioned courts or hearings, or who may be required by the Town to meet with court officials for any purpose on their regular days off or while on vacation or authorized leave, shall be paid a minimum of five and one-half (5½) hours at time and one-half their regular rate of pay. Employees who may be required by the Town to attend the above-mentioned courts, commission, department or administrative hearings over five and one-half (5½) hours will be paid at the overtime rate of pay (1½) times their hourly rate of pay for each hour or any portion of an hour beyond five and one-half (5½) hours. However, the Town shall only be required to pay the difference between the hours paid for by the State and the total amount of hours due the employee.

ARTICLE VII
Jury Duty

SECTION 1

In accordance with C.G.S. § 51-247(b)(1)(A), the Town shall pay regular wages to any full time employed member of the Union who is required to perform jury duty by the State for the first five (5) days, or part thereof, of his/her juror service if such Union member would have worked for and earned wages from the Town on any of such five (5) days and such Union member was prevented from working for and earning such wages by his/her jury duty.

SECTION 2

In accordance with C.G.S. § 51-247(b)(1)(B), the Town shall pay regular wages to any full-time employed member of the Union who is required to perform jury duty for the State for the first five (5) days if on any of such five (5) days such Union member is scheduled to work a shift which falls fifty percent (50%) or more on a day that such member is required to perform jury duty.

SECTION 3

The Town shall allow Union members time off with pay for jury duty in accordance with the Connecticut General Statutes as they may be amended from time to time.

SECTION 4

Union members are not entitled to and shall not receive from the Town greater benefits for performing jury duty than those accorded to the general population by the Connecticut General Statutes.

ARTICLE VIII Pager Policy

SECTION 1

All members of the collective bargaining unit will be issued a pager as soon as practical following the execution of this Agreement.

SECTION 2

All members of the collective bargaining unit will wear the pager on their person while on duty.

SECTION 3

Effective upon receipt of said pagers, members of the collective bargaining unit will make reasonable efforts to respond to pages or messages signifying the need for a response, as follows:

- (a) Members assigned to specialized units shall respond promptly to an immediate need of the specialized skill required of his or her unit.
- (b) Members of the collective bargaining unit who are not part of a specialized unit will respond promptly in the event of an emergency (as defined in Article V, Section 6(d), second paragraph).
- (c) Off duty members of the collective bargaining unit responding to a page shall be compensated for a minimum of one-half (½) hour or actual time, whichever is greater, if the member's return call takes more than ten (10) minutes. This provision shall not apply to calls related to the assignment of private jobs or overtime.

(d) Members of the collective bargaining unit need not respond to calls for private job hiring and will not be charged with a refusal to so respond; however, an attempt to hire for overtime for which there is no response will be recorded as unable to contact.

SECTION 4

Members of a specialized unit are required to carry the pager on their person at all times.

SECTION 5

It is the intent of the Department that all members carry the pager at all times, but non-specialized unit members are not required to carry the pager on their person while off duty.

SECTION 6

Nothing in this policy is intended to effect or change the policy and/or procedure for callbacks.

SECTION 7

Pagers may be used by employees for personal matters.

ARTICLE IX Work Assignments - Extra Duty

SECTION 1

The Term “Extra Police Duty” or “Extra Police Work” for the purpose of this Article shall mean Police duty for which an employee is paid by some party other than the Police Department. Payment for Police Duty will be paid to the Town, thereafter the employee shall receive full payment for actual hours at the rate agreed upon for extra duty.

SECTION 2

All extra duty assignments shall be made by the Chief of Police or his designated representatives.

SECTION 3

The rate of pay for such extra duties shall be in accordance with the following minimums and hourly rates:

Up to Five (5) Hours: Five (5) hours at time and one-half the maximum hourly rate for Police Officer.

Over Five (5) Hours to Eight (8) Hours: Eight (8) hours at time and one-half the maximum hourly rate for Police Officer.

Over Eight (8) Hours: Time and one-half (1½) the maximum hourly rate for Police Officer for actual hours, to the nearest half-hour.

For all extra duty work on Sunday or contractual holidays, the rate of pay shall be two (2) times the maximum hourly rate of Police Officer, with the same minimums as hereinbefore mentioned. Extra duty pay rates shall be increased on the first day of the month following ratification and signing of this contract, to be in accordance with the pay rates expressed in Appendix C.

SECTION 4

An employee who desires assignment to extra duty shall so notify, in writing, the designated responsible officer.

SECTION 5

Employees who indicate their availability for extra duty shall be offered assignment in rotation. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. Excepting, however, members who are unable to accept an assignment by reason of being on duty during the hours of the assignment or who are off duty because of sick leave shall retain their priority.

SECTION 6

No employee shall hold an extra duty assignment for more than four (4) days.

SECTION 7

Extra duty jobs shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such extra duty jobs, and only if no member of the Bargaining Unit is available or willing to work shall non-bargaining unit employees be used.

ARTICLE X Rates of Pay

SECTION 1

The annual compensation for employees in the unit shall be as set forth in Appendices B and C and made part of this Agreement.

SECTION 2

When employees are promoted from one class to another, their rate of pay will be increased on the date of such promotion from their current step in their current salary range to the step in the range for the position to which they are promoted that will afford them an increase. There shall be a twelve (12) month probationary period for promoted personnel.

SECTION 3

Bargaining unit members serving as a Field Training Officer (FTO) will receive first step Sergeant's pay for the hours he/she works as a FTO.

ARTICLE XI Sick Leave Program

SECTION 1

Sick leave shall be considered to be absent from duty with pay for the following reasons:

- (a) Illness or injury, except where directly traceable to employment by employer other than the Town of East Hartford.
- (b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- (c) When the serious illness of a member of the employee's immediate family requires personal attendance, such member shall have a reasonable amount of time to arrange for such care.

SECTION 2

Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- (a) If employees lose time because of illness for which they are entitled to compensation chargeable to the Town of East Hartford under the Workers' Compensation Act, they shall receive benefits equal to normal full pay for the time of disability, with the Town making up the difference in the amount of such compensation received and the normal amount of weekly salary. This benefit shall be limited to two (2) years.
- (b) If employees lose time because of an injury sustained in the line of duty for which they are entitled to compensation under the Workers' Compensation Act, they shall receive benefits equal to normal full time pay for the time of disability, with the Town making up the difference in the amount of compensation received and the normal amount of weekly pay. This benefit shall be limited to two (2) years.
- (c) When employees, in the performance of their duty, are exposed to contagious disease and contract this disease.
- (d) If an employee is absent for a job-related illness or injury beyond two (2) years, they shall be paid wages which, together with Workers' Compensation payments, do not exceed their regular weekly wage, to the extent of their accumulated sick leave. Thereafter, the employee shall receive only Workers' Compensation payments.

SECTION 3

Sick leave shall accrue on the basis of one and one-quarter (1¼) days for each month of service, totaling fifteen (15) days per year.

SECTION 4

The amount of each employee's accumulated sick leave credited to him/her on the day prior to the effective date of this contract shall be credited towards his/her accumulated sick leave under this contract.

SECTION 5

Unused sick leave credited to each employee may accumulate indefinitely.

SECTION 6

Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

SECTION 7

No sick leave shall accrue during a leave of absence without pay.

SECTION 8

A medical certificate (as set forth in Appendix D) signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required in the following circumstances:

- (a) For periods of absence of more than three (3) consecutive working days;
- (b) As supporting evidence when sick leave is requested during a period when an employee is on an accrued vacation leave; or
- (c) When an employee's attendance shows frequent or habitual absence because of claimed sickness.

SECTION 9

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

SECTION 10

(a) Any permanent employee of the Police Department who has accumulated sick leave as of the effective date of this contract, and who continues to accumulate sick leave in compliance with this contract shall, prior to the actual date of his/her retirement, meet with the Chief of Police, and, in writing, advise the Chief of his/her intention to retire from Town Service. The total accumulated sick days credited and due such employee shall be computed and determined, and the employee shall be paid for the actual number of approved accredited sick leave days, not to exceed twenty-three (23) weeks for employees hired before January 1, 2004 or eighteen (18) weeks for employees hired on or after January 1, 2004, in a lump sum payment upon separation from Town service for the reason of retirement. Such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement.

(b) In the event of an employee's death, his/her spouse and/or minor children shall receive, on the basis of the employee's current wages full compensation for any of the employee's unused accumulation of sick leave up to a maximum of twenty-three (23) weeks for employees hired before January 1, 2004 or eighteen (18) weeks for employees hired on or after January 1, 2004.

ARTICLE XII Leave of Absence With Pay

SECTION 1

Special leave up to three (3) working days with pay, between the date of death and the date of funeral inclusive, shall be granted employees in the event of death of: spouse, father, mother, brother, sister, grandparent, grandchild, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and, also any relative domiciled in employee's household.

SECTION 2

One additional day may also be granted at the discretion of the Chief.

SECTION 3

Employees shall receive earned days on the following basis:

(a) One (1) earned day shall be credited to each employee for each quarter of perfect attendance. If perfect attendance is broken, then the accrual of earned days will reset at the beginning of the next period. A continuous absence commencing in one quarter continuing into another quarter will break the perfect attendance for the first quarter only.

(b) Earned days shall accumulate indefinitely. Such days must be used prior to retirement or separation.

(c) In addition to the earned day provided in Section (a) of this Section 3, an earned day shall be credited to each employee for each fiscal year of perfect attendance.

(d) The phrase “perfect attendance” as used in this Section 3 shall mean the employee used no sick leave and had no sustained tardiness complaint.

ARTICLE XIII
Vacation

SECTION 1

Each employee, after completion of six (6) months but less than one (1) year of service, shall receive one (1) week of vacation with pay.

SECTION 2

Employees who have completed one (1) year but less than five (5) years of service shall receive two (2) weeks of vacation with pay.

SECTION 3

Employees who have completed five (5) years but less than (10) years of service shall receive three (3) weeks of vacation with pay.

SECTION 4

Employees who have completed ten (10) years of service shall receive four (4) weeks of vacation with pay.

One (1) additional day of vacation shall be granted after completing fifteen (15) full years of service, and one (1) additional day shall be granted for completion of each succeeding year of service to a maximum of five (5) weeks of vacation with pay.

SECTION 5

(a) The vacation period shall be between January 1 and December 31 of each year.

(b) All accrued vacation must be expended during the calendar year and shall not be cumulative.

1. The Town must afford opportunities for the employees to take their vacation within the calendar year.

2. If a change in an employee’s work schedule will result in a loss to that employee of an accrued vacation day, the Department shall adjust the employee’s accrued balance to ensure that the employee suffers no loss.

Notwithstanding the foregoing, an employee may carry forward up to one (1) week of unused vacation into the next succeeding year, provided:

- a. All vacation carried forward into the next succeeding year must be used prior to any vacation earned in the year into which vacation is carried forward;
- b. All carried forward vacation must be used by November 30th of the year into which it is carried forward or will be forfeited;
- c. Vacation carried forward will not be included in any pension calculation;
- d. The employee will not be paid any vacation which was carried forward if the employee quits or retires.

(c) Actual pay shall not be substituted in place of actual vacation time off.

SECTION 6

(a) The employee's choice of vacation dates shall be granted whenever practicable, but the operating requirements of the Police Department shall prevail.

(b) When a choice of date has been granted, it will not be interfered with, except in the case of emergency.

(c) The vacation selection list for the ensuing year shall be made available to personnel not later than December 15th of each calendar year.

(d) Vacation selections based upon seniority will be made between the time period of January 1 to March 31. During this period, Department seniority will govern in case of conflict between employees. Vacation selections made after March 31st of each year shall be made on a first come-first serve basis, without regard to seniority.

(e) Vacation will accrue to the employee on January 1st of each calendar year. The number of completed years of service as of the employee's anniversary date to be observed during that calendar year will be used in determining the amount of vacation to be accrued.

(f) The minimum vacation time allowed under this Article shall be one (1) day.

(g) The following shall also apply regarding vacation selection and utilization by members of the Patrol Division:

1. General

- i. The minimum number of days that may be secured through seniority is four (4) consecutive days, except for weeks in which rotation of days off is occurring.

- ii. A request for a vacation week of not less than four (4) vacation days shall take precedent over a request for individual vacation days totaling less than four (4) vacation days.

2. Vacation Selection

- i. Lieutenants shall select their vacations periods consistent with their assigned duties and responsibilities.
- ii. Sergeants shall select their vacation week or weeks from a group comprised of the other Sergeants in their assigned Platoon who share the same workdays. For purposes of vacation week scheduling, a minimum of one Sergeant from each such group must remain on the schedule.
- iii. Officers shall select their vacation periods from a group comprised of the other members of their assigned squad.
 - Only one (1) Officer per squad shall be permitted to be absent from duty on a vacation week at any time.
 - Any vacation opportunities that exist on a squad may be taken only by an Officer assigned to that squad.
- iv. For Sergeants and Officers, the vacation dates selected shall comport with the duty days shown on the applicable Platoon or Squad duty schedule.

SECTION 7

(a) Employees who are separated from Town service shall be granted the sum total of their vacation leave prior to the date of separation.

(b) Employees who retire from Town service shall receive a lump sum payment for unused vacation upon retirement and such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits.

(c) In the event of death of an employee, the employee's accrued vacation shall be paid to the dependent survivor(s).

SECTION 8

If an employee is sick while on vacation leave and providing a request is supported by a medical certificate acceptable to the appointing authority, such sick time shall be charged against accrued sick leave and not vacation leave.

ARTICLE XIV
Holidays

SECTION 1

Bargaining unit members will receive a lump sum payment equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based on the rates of pay in effect on December 1 and shall not become part of base pay.

The seven percent (7%) lump sum holiday compensation will be paid annually in the first pay period in December.

SECTION 2

Any unanticipated holiday or day of mourning declared by the Mayor and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit by payment of an additional day's pay.

SECTION 3

Whenever the employee's birthday falls on a regularly scheduled workday, the employee shall be granted that day off. Whenever the employee's birthday falls on a regularly scheduled day off or a day the employee actually works, the employee shall be granted the day before or the day after that day off.

ARTICLE XV
Military Leave

SECTION 1

Employees will be entitled to Military Leave when they receive official military orders for such time requiring active duty training (weekend drills are not classified as requiring active duty training). Employees who are assigned to a four/three schedule shall be entitled to a maximum of forty (40) days of Military Leave. Employees who are assigned to any other schedule shall be entitled to a maximum of thirty-five (35) days of Military Leave.

The term "days of Military Leave" shall mean the number of days beginning with the day on which the employee's orders require him/her to report to military service and ending with the day on which the employee's orders discharge him/her from military service inclusive -- irrespective of the number of working days that may fall within such time period.

SECTION 2

Time on military leave shall be included in computing seniority earned in the Police Service.

SECTION 3

In addition to the foregoing provisions of this Article, employees shall have all rights in regard to military leave as are provided by law.

ARTICLE XVI Light Duty Work Program

SECTION 1

To be eligible for the Light Duty Work Program, the sworn employee shall furnish the Chief of Police with a memo requesting a light duty assignment. The "Medical Certificate" set forth in Appendix D shall be attached to the memo, indicating, in the doctor's professional opinion, that the sworn employee:

- (a) Should be placed on light duty and is capable of performing the light duty involved without violating any medical restrictions, and
- (b) Will be able to perform the full duties of the sworn employee's regular position within six (6) months.

SECTION 2

Whenever a sworn employee presents a doctor's certificate indicating that the employee is fit for light duty, the Chief of Police or his/her designee shall determine:

- (a) That the employee's injury or illness is expected to require light duty for a period greater than one (1) week, but less than six (6) months;
- (b) That an appropriate job can be identified; and
- (c) The employee is suitable for that job.

If these conditions are not met, then the sworn employee shall be ineligible for participation in the program.

SECTION 3

The "Light Duty Assignment" form, as set forth in Appendix E, will be used to provide notice to the sworn employee, the assigned Supervisor and Commander, the Schedule Officer, the Attendance Secretary, the Payroll Clerk, and the employee's present Supervisor and Commander.

(a) Notice to Sworn Employee

The Chief of Police or his/her designee will provide the employee with:

1. The name of the individual to whom he/she is to report.
2. The date, time, and location at which to report.
3. The schedule the employee will follow while participating in the program.

(b) Notice to Assigned Supervisor and Commander

The Chief of Police or his/her designee will provide the designated supervisor with:

1. The name of the person expected to be reporting for light duty.
2. The date, time, and location that the sworn employee has been instructed to report.
3. The schedule the employee will follow while participating in the program.
4. Any work restrictions placed upon the employee by the certifying doctor.

SECTION 4

The total number of sworn employees that may participate in the Transitional Light Duty Work Program shall not exceed three percent (3%) of the total sworn positions authorized for the Police Department at the time the request is made. However, the Chief of Police shall have the prerogative to grant exceptions to that total on a nonprecedent-setting basis.

SECTION 5

Sworn employees participating in the Transitional Light Duty Work Program shall not be allowed to wear the uniform of a sworn member and shall not perform the duties of a sworn member of the Police Department for the duration of their participation in the program.

SECTION 6

Participation in the program shall be limited to a six (6) month period, unless extended by the Chief of Police.

SECTION 7

No Transitional Light Duty Work Program assignment will become a permanent job. Should a sworn employee's injury or illness be diagnosed as permanent, he/she will no longer be eligible for participation in the Transitional Light Duty Work Program.

SECTION 8

Attendance records and documents shall reflect when an employee is participating in the Transitional Light Duty Work Program. Attendance records shall reflect whether the sworn employee is on light duty as the result of an off-duty or on-duty illness or injury. Quarterly, the Police Department's attendance clerk shall forward a summary of participation in the light duty program to the Town's Risk Manager.

SECTION 9

At the request of the Chief of Police, or his/her designee, the sworn employee shall make full disclosure to the Town, or its representatives, of all relevant medical records and shall furnish the department with periodic updates from his/her doctor regarding his/her medical status and the continued need for light duty.

SECTION 10

Prior to the conclusion of the Transitional Light Duty Program, the sworn employee will furnish a doctor's certificate, attesting to the employee's physical ability to return to his/her prior work assignment, to the Chief of Police.

ARTICLE XVII

Insurance

SECTION 1

The Town shall provide and pay for the following health and dental insurance for all employees and their eligible dependents:

- (a) Preferred Provider (PPO) Plan with Managed Care provisions, as described in Appendix H.
- (b) Full Service Prescription Drug coverage, as described in Appendix H.
- (c) The Triple Option Dental Plan, as described in Appendix H with the duration of coverage for non-spouse dependants the same duration as for medical insurance coverage for non-spouse dependents under Article XVII Section 1(a).
- (d) Vision Care Endorsement for employee and spouse, as described in Appendix H.
- (e) The Town shall provide and pay the full premiums for a twenty thousand (\$20,000) dollar life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including forty thousand (\$40,000) dollar coverage in the event of accidental death and a three thousand (\$3,000) dollar life insurance policy for each retiree.

(f) All members of the bargaining unit who elect insurance coverage under (a) and (b) above (health and prescription drug) will contribute toward the cost of such insurance benefits on a weekly pretax basis for each year of the contract as described below.

Effective and retroactive to July 1, 2007, each covered employee shall contribute ten percent (10%) of the cost of the insurance (based on the fully insured equivalency rate) that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay.

Effective and retroactive to July 1, 2008, each covered employee shall contribute ten percent (10%) of the cost of the insurance (based on the fully insured equivalency rate) that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay.

Effective and retroactive to July 1, 2009, each covered employee shall contribute ten percent (10%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay. Effective July 1, 2009, the employees' insurance contributions shall be based on the fully insured equivalency rate.

Effective July 1, 2010 (and retroactive thereto if the effective date of the final award in Case No. 2008-MBA-48 is after July 1, 2010), each covered employee shall contribute twelve percent (12%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. Effective July 1, 2010, there shall be no cap on the employee's insurance contributions. Effective July 1, 2010, the employees' insurance contributions shall be based on the fully insured equivalency rate.

Effective July 1, 2011, each covered employee shall contribute fifteen percent (15%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. There shall be no cap on the employee's insurance contributions. The employees' insurance contributions shall be based on the fully insured equivalency rate.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pretax wage reduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions or any other provisions of the IRS Code allow for such a plan. Said plan shall permit exclusion from taxable income of the employees' contributions toward health insurance costs for those employees who complete and sign a wage deduction form. The Town and the Union shall engage in impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of the employee insurance contributions. The Union shall not make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan.

(g) The Town of East Hartford will implement a Program called the “Health Benefit Opt-Out Incentive Program.” This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$1,000.00
Individual plus one dependent	\$1,250.00
Individual plus two or more dependents	\$1,500.00

No payment will be made for a reduction in the number of dependents. The employee’s entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts (\$250.00, \$312.50, \$375.00, respectively) will be paid at the end of each fiscal quarter for which the Town’s plan is not utilized. Prorated payments will be made if an employee’s plan is canceled partway through a quarter.

3. Employees wishing to take advantage of this option will fill out the enrollment change form provided by their plan (if covered) and the “Health Benefit Opt-Out Form,” attached as Appendix I, and will provide written evidence of health insurance coverage by another plan.

4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.

5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town’s Blue Cross & Blue Shield only at the first of each month.

SECTION 2

(a) The Town shall provide and pay for the insurance benefits listed in Section 1(a) and (b) for all employees upon retirement.

(b) For retired employees age sixty-five (65) and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.

(c) In addition to the benefit contained in the next Section 3, employees retiring after the effective date of this Agreement shall be provided the option, during a window period which shall occur at least annually, to cover the retired employee's current spouse (regardless of whether or not employee and spouse were married at the time the employee retired) under the same health and/or dental insurance plan under which the retired employee is covered provided the retired employee pays the full cost of adding the spouse to the coverage unless and until eligible for coverage under the next Section 3. When the retired employee dies, any coverage to his/her spouse under this Section 2 shall cease unless such spouse elects to continue this coverage by payment of 100% of the monthly premium, unless and until eligible for coverage under the next Section 3.

(d) Only one (1) spouse (former or current) of a retiree can be covered at any one time under the insurance provisions described in any section of Article XVII.

SECTION 3

The Town shall provide and pay for the insurance benefits as described in Section 1(a) and (b) for the retired employee's spouse, under the following circumstances:

(a) This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983.

(b) The retired employee must attain age 60 before his spouse will be eligible for this coverage.

(c) If the retired employee remarries, the new spouse will not be eligible for this coverage.

(d) The term "spouse" for purposes of this Section 3 shall mean the retired employee's spouse who shall have been married and living with the employee as his wife or her husband at the time of his/her retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

(e) In order for this coverage to be effective, the retired employee must pay to the Town fifty percent (50%) of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.

(f) When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for Parts A and B Medicare Supplemental coverage.

SECTION 4

Employees may select an HMO plan in lieu of the plan described in Appendix H and subject to availability. Any cost above that charged by the carrier in Appendix H shall be borne by the employee selecting an HMO plan.

SECTION 5

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits. However, covered services shall not be reduced by any such change, and there shall be no loss of coverage due to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

SECTION 6

The Town will sponsor a Health Screening Program for all members of the bargaining unit at least once each calendar year. The screening will be conducted by the Town’s Health Department. The prime objective is to identify employees who are at risk and to detect unknown diseases so that referral can be made for proper medical and health care.

SECTION 7

All employees hired subsequent to the issuance of the arbitration award in Case No. 8586-MBA-131 shall be required to be and remain non-smokers as a condition of employment.

ARTICLE XVIII

Longevity

SECTION 1

Full-time, employees, in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following basis:

5 years but less than 10	\$300
10 years but less than 15	\$400
15 years but less than 20	\$500
20 years or more	\$600

SECTION 2

Longevity payments are made in a lump sum to employees, annually, based on their number of full years of service completed as of September 7, payable on the second payday in September.

ARTICLE XIX
Clothing Allowance

SECTION 1

(a) The Town shall, at its cost, furnish all regular full-time police employees, who are required to work in uniform, with the required uniform, clipboards, flashlights and batteries. The Town shall permit each uniformed employee to draw up to \$550.00 annual clothing allowance. Any unused portion of this allowance may not be carried into the next fiscal year.

(b) In addition, effective 7/1/03, the Town shall pay to each uniformed employee the sum of \$250.00 as a supplemental uniform reimbursement to be paid on the first pay date in July of each year. For the year beginning 7/1/03, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 2

Handgun and approved holster, ammunition and cartridge holder, hand cuffs with case, night stick and approved gun belt and one plastic identification tag (last name) will be provided for and remain the property of the Town. Officers assigned as motorcycle officers shall be provided helmets, boots and leather jackets by the Town.

SECTION 3

(a) Members of any plainclothes division performing police duties shall be given a clothing allowance at the rate of \$550.00 per annum.

(b) Effective 7/1/03, members of any plainclothes division performing police duties shall be paid on the first pay period in July of each year the sum of \$250.00 as a supplemental clothing reimbursement in addition to the clothing allowance provided in Section 3(a) of this Article XIX. For the year beginning 7/1/03, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 4

The Town shall reimburse any police officer for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. However, any loss or damage that is the result of negligence by the Officer shall not be reimbursed. Reimbursement shall not exceed \$300.00.

SECTION 5

All full-time permanent investigatory and uniformed members of the Police Department, with the authority to exercise police powers, who are on the regular payroll on August 1st of each calendar year, shall receive a uniform cleaning allowance of \$250.00 the first pay period in August, commencing August, 2010.

SECTION 6

Authorized uniform items which may be purchased with the uniform allowance are as follows:

Hats	summer 8 point, winter 8 point, winter pile cap, rain cap, rain hood, baseball caps
Shirts	winter, summer
Trousers	regular
Coats	blouse, summer jacket, winter patrol jacket, raincoat, rain jacket
Leather Gear	trouser belt (velcro or buckle), equipment belt (velcro or buckle), handcuff case, cartridge holder, portable radio holder, baton holder, flashlight holder, keepers
Gloves	White and/or orange traffic gloves, black leather winter gloves
Other	ties, tie clasps, nametags, badge, and cuffs, baton, black shoes or boots, briefcase, rubber boots, badge case, business cards, flashlight, folding knife

SECTION 7

A uniform committee will be created to make nonbinding recommendations to the Chief for uniforms and personal equipment.

ARTICLE XX
Seniority

SECTION 1

(a) Departmental seniority as used in this Article is defined to mean total length of service in the Police Department including probationary period from most recent date of hire.

(b) When more than one (1) Police Officer is appointed to the Department on the same date, the departmental seniority of such appointees shall be determined by their relative positions on the eligibility list, or in the alphabetical sequence (using last names) in the absence of an eligibility list.

SECTION 2

(a) Rank seniority is defined as the total length of continuous service as an employee of a given rank. Rank seniority shall accrue from the first day of appointment to a given rank.

(b) Whenever more than one (1) Police Officer is promoted to the rank of Sergeant on the same date, and whenever more than one (1) Sergeant is promoted to the rank of Lieutenant, their relative seniority in the rank to which they are promoted shall be determined by their previous relative rank seniority.

(c) Employees shall advance one (1) step on their anniversary of hire or date of most recent promotion, whichever applies.

SECTION 3

Continuity of departmental seniority or rank seniority shall not be broken by vacations, sick time, temporary layoff, suspension or any approved leave of absence, or any call to military service for the duration.

SECTION 4

Employees must complete a year of probation after academy certification. Total time in probation shall not exceed eighteen (18) months. New officers shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement; dismissal of an employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of date of their employment. It is agreed, however, this clause shall not be deemed to deny such employees the rights to a hearing as such rights are set forth in Section 7-468(d) of Chapter 113, Connecticut General Statutes.

SECTION 5

Departmental seniority shall prevail in the following matters:

- (1) Choice of vacation when there is a conflict between employees of the same rank.
- (2) Layoff or elimination of position and recall.

In the event of a layoff, the employee with the least seniority shall be laid off first, regardless of his assignment. An employee in the unit in a terminated position may bump another employee with less seniority in an equal or lower rank. Whenever an employee may be laid off such employee shall have the opportunity of returning to his former position or rank before any new person is employed. For the purpose of this Section, rank seniority shall not prevail. Failure or refusal to accept an offer of employment within seven (7) calendar days from receipt of such offer shall result in removal from the recall list.

ARTICLE XXI
Appointments and Promotions

SECTION 1

All promotions and appointments to the Department shall be made by the Chief of Police.

SECTION 2

(a) All promotions shall be by examination. There shall be a written and an oral test. Scoring will consist of fifty-five (55) points for the written examination, forty (40) points for the oral test, and up to, but not in excess of five (5) points for service. Employees shall take the promotional examination on a voluntary basis.

Non-cumulative bonus points shall be added to a Lieutenant's promotional examination score as follows:

Associate's Degree from an accredited college:	½ Point
Bachelor's Degree from an accredited college:	1 Point
Master's Degree or higher from an accredited college:	1½ Points

(b) There shall be a six (6) week advance notice for all promotional examinations. The notice will contain the suggested reading material and the examination date and time.

(c) Members shall be entitled to service credits on the basis of ½ of 1 point for each full year of service, provided, however, that a total of 5 points shall represent the maximum service points allowed under this Article.

SECTION 3

Promoted personnel shall serve a probationary period of twelve (12) months.

SECTION 4

A Police Officer shall have three (3) years of service as a regular Police Officer with the East Hartford Police Department before being eligible for promotion to Detective. The Department shall fill and maintain a minimum of four (4) detective positions.

SECTION 5

A Police Officer or Detective shall have five (5) years of service as a regular sworn member of the East Hartford Police Department before being eligible for promotion to Sergeant.

SECTION 6

A Sergeant shall have two (2) years of service as a Sergeant with the East Hartford Police Department before being eligible for promotion to Lieutenant.

SECTION 7

All promotions shall be made from the ranks of the East Hartford Police Department with the exception of the Chief of Police, Deputy Chief and Commanders.

SECTION 8

All promotions above the rank of Police Officer shall be made in accordance with the Town's Personnel Rules and Merit system.

SECTION 9

In the event that a vacancy occurs or a new position or assignment is created within the bargaining unit, it shall be posted on the bulletin boards provided for such purpose for a period of fourteen (14) days prior to any action taken by the Town to fill such vacancies, positions or assignments. Employees interested in said vacancies, positions or assignments shall indicate so in writing within fourteen (14) days of the initial posting. Copies of the posting and a list of those responding shall be sent to the Union President.

ARTICLE XXII General Provisions

SECTION 1

The Town of East Hartford agrees to continue all benefits of whatever nature presently enjoyed by the employees and not covered by the terms of this Agreement.

SECTION 2

No employee of the Department shall be required to submit to a polygraph test.

SECTION 3

If any Article or Section of this contract 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.

SECTION 4

During the term of the Agreement, the Police Department will furnish the Union with an up-to-date Department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such lists.

SECTION 5

All members of the Police Department shall be furnished a copy of all Department Rules and Regulations which are the property of the Town. Any future changes that affect working conditions that are mandatory subjects of bargaining shall be negotiated with the Union.

SECTION 6

All members of the Police Department shall be furnished with an identification card, which is the property of the Town.

SECTION 7

The Department shall see that no member of the Police Department shall be required to perform any duty involving maintenance or repair of the Department's motor vehicles. On Saturday, Sunday, and Holidays, officers will be required to gas their own vehicles.

SECTION 8

The Department shall see that no employee shall be required to perform any function normally done by another Town department, agency or private concern.

SECTION 9

All employees shall have the right to review their personnel files upon reasonable request to the Director of Human Resources and at such time that the request will not interfere with the orderly operation of the Department of Human Resources. The Director of Human Resources shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege. An employee shall be allowed to contest the accuracy, completeness or relevancy of any document maintained in his/her personnel file by adding a statement to the file setting forth his/her concerns with regard to any document. Such statement shall become a permanent part of the personnel file.

SECTION 10

The Town shall assume responsibility for any member sued for alleged false arrest and/or abuse of power and shall provide such member with the services of the Town Counsel at no cost to such member. Provided, however, that whenever a member's involvement in such a charge is the result of an act that clearly and unquestionably indicates a complete disregard for proper procedures, such member shall not be entitled to the services of the Town Counsel, nor shall the Town be liable for any judgment awarded.

SECTION 11

(a) Such officers and members of the Union, as may be designated by the Union, shall be granted leave with 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 be fifteen (15) days per fiscal year, cumulative, commencing July 1, 2002.

(b) Provided reasonable notice is given, the Union shall have the right to have a steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings. When such meetings take place at a time during which either the steward or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when, in the sole judgement of the Chief of Police, such leave from duty will create a shortage of officers on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

SECTION 12

The Town will provide the Union with sufficient copies of this Agreement within thirty (30) days after the signing of this Agreement. Each new employee covered by this Agreement will be furnished a copy by the Department of Human Resources at the time of hiring.

SECTION 13

(a) The Town shall maintain an education reimbursement fund in the amount of fifteen thousand dollars (\$15,000) per contract year.

(b) The fund shall be used to reimburse members as set forth below for amounts expended by them for books required by courses and tuitions in police science, police administration, or other related subjects at an accredited school or college, which is designated to increase the employee's proficiency in his present or potential police department assignments.

(c) The Chief retains the right of prior approval of the course and retains the right to reasonably limit the number of employees on any one shift who may attend college. The fund shall be distributed as follows:

(d) Each semester, the Chief shall determine the amount of reimbursement money to be expended to eligible employees under this Section. If the amount requested is less than the amount available in the fund for that year, the Chief shall reimburse each officer 100 percent. If the amount requested is more than the amount available in the fund for that year, the Chief shall divide the amount of money in the fund by the number of employees and pay each person up to the resulting figure. In no event shall an employee receive more than 100 percent of his/her request. If by following the above formula an employee would be entitled to more than 100 percent, the Chief shall place any amount over 100 percent back into the fund and divide that amount by the number of employees who did not receive 100 percent, distributing the residual until the fund is exhausted or all employees receive 100 percent reimbursement.

(e) If the full amount of the fund is not exhausted after each year, then up to two thousand five hundred dollars (\$2,500) shall be carried over into the next year, provided, however, at no time shall the employer be required to have more than seventeen thousand five hundred dollars (\$17,500) in the fund. This Article is subject to the following restrictions:

1. Employees shall submit a written request for books and tuition reimbursement to the Chief thirty (30) days prior to the date course tuition payment is required.

2. Within fourteen (14) days of receiving the request for reimbursement the Chief shall approve or disapprove in writing. For approved requests, the Town shall prepay for tuition and reimburse for books.
3. Employees who receive prepayment must complete the course and receive a passing grade as defined by the institution or repay the Town for money expended. Any employee prevented from completing a course due to work related injury shall not be required to reimburse the Town.
4. If an employee must attend a course while scheduled for duty, the Chief shall retain the right to approve or disapprove each period of absence according to the requirements of the department.
5. Any officer who has been compensated under this Section shall remain in the police department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.
6. Books purchased pursuant to this Section shall be considered Town property and shall be turned in upon request at the end of a course.
7. An employee eligible to receive reimbursement from another source, (i.e., veteran's benefits, etc.), is required to make application for those funds and is not eligible to be compensated under this provision for any amount he/she is eligible to receive from such other source.

SECTION 14

When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

SECTION 15

(a) The Town shall permit the Union to have the reasonable use of the bulletin board located in the Police Station and the Department email system for the posting and emailing of notices concerning Union business and activity.

(b) No material shall be posted or emailed except notices of meetings and elections, results of election, changes in Union By-Laws, notices of Union social occasions and similar Union notices, letters and memoranda. All notices shall be posted or emailed only by an officer of the Union identifying him or herself as the author. In order for the Union to comply with this Agreement, the Town agrees to supply a glass or Plexiglas enclosed locked bulletin board.

SECTION 16

Nothing in this Agreement shall prevent any employee from holding outside employment, other than police duty, as long as such employment does not conflict with the employee's duties as a police officer subject to the Chief's approval, which will not be unreasonably withheld. It shall be the responsibility of the employee to furnish the Town with the following information:

- (1) Name, address and telephone number of employer,
- (2) Normal hours to be worked,
- (3) Type of duty to be performed.

SECTION 17

All police cruisers shall be equipped with air conditioners and it is agreed that employees may not refuse to drive cruisers that the Town presently has that are not air conditioned or when such air conditioned vehicles are being repaired.

SECTION 18

(a) The Town may continue to assign Police Officers to plainclothes duty in the Criminal Investigations Bureau. The assignment shall be of no longer than three years duration commencing September 4, 2008 and the Department will post this assignment annually. In the event there are insufficient applicants upon posting of this assignment as required by Article XXI §9, the persons assigned may continue in the assignment beyond three years. Cultural specialties and other expertise may be considered by the Chief. Input for such selections will be given by the Commanding Officer of the Criminal Investigations Bureau, and his executive officer and the Deputy Chiefs.

(b) A Police Officer assigned to criminal investigation units shall be paid the detective rate, first step, for the first year for said assignment, and after one year shall be paid at the detective pay rate, at Step 2. Notwithstanding this provision, any police officer who is at the maximum step as a police officer and who is so assigned shall be paid at the detective pay rate at Step 2 for the total duration of such assignment.

(c) Police Officers assigned to plainclothes duties in the Criminal Investigations Division shall be paid the clothing allowance provided for in Article XIX, Section 3, less any amount already expended for uniforms under the provisions of Article XIX, Section 1.

(d) Abuse in the making of these assignments shall be subject to the grievance procedure.

SECTION 19

All police officers must present a generally neat and clean appearance according to the basic guidelines stated below:

(a) Hairstyle - Hair must be neatly groomed. The bulk and length of the hair shall not interfere with the proper and normal wear of any department head gear.

(b) Mustache - If worn, the pattern shall be neatly trimmed and tidy.

(c) Sideburns - If worn, the pattern shall be neatly trimmed and tidy.

(d) Beards - If worn, they must be kept neat and clean, and the length of such facial hair shall not exceed one inch.

SECTION 20

Compensatory time will be governed by Appendix J.

SECTION 21

The incorporation of some settlement agreements, arbitration awards, or memoranda of understanding does not constitute abandonment or abrogation of others that may be applicable.

ARTICLE XXIII Grievance Procedure

SECTION 1

In order to insure fair and equitable treatment of all employees of the Department, there is hereby established a formal procedure to permit discussion and resolution of all grievances.

(a) Definition of a grievance shall be as follows:

1. Discharge, suspension or other disciplinary action.
2. Charge of favoritism or discrimination.
3. Interpretation and application of the rules and regulations and policies of the Police Department.
4. Matters relating to the interpretation and application of the articles and sections of this Agreement.

(b) The written grievance shall include:

1. A statement of the grievance and facts involved.
2. The alleged violation of a specific provision of this Agreement.
3. The remedy requested.

SECTION 2

Any employee may use this grievance procedure with or without union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

SECTION 3

STEP 1 - Any employee who has a grievance shall, within twenty (20) calendar days of the occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief, or his designee. The Chief's, or his designee's, decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within fourteen (14) calendar days of receiving the grievance. If this does not resolve the problem, it may be processed to Step 2. At the option of the grievant, grievances involving discharge, suspension or demotion following disposition by the Chief of Police, may be processed beginning with Step Two.

SECTION 4

STEP 2 - If the grievance has not been settled, it shall be presented in writing to the Town Director of Human Resources within twenty (20) calendar days after the decision of the Chief of Police, or his designee, is received. The Director of Human Resources, or his designated representative, shall meet with the interested parties: (i) within fifteen (15) calendar days of the receipt of the grievance; or (ii) at such later date as mutually agreed in writing. The Town Director of Human Resources shall render his decision in writing within ten (10) calendar days of the completion of such meeting. If this decision does not resolve the dispute, then the question may be processed to Step 3.

SECTION 5

(Intentionally left blank)

SECTION 6

STEP 3 - Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a written decision or, if there is no written decision, within the timelines specified in subsection (f) below.

(a) The decision of the arbitrator shall be final and binding on both parties.

(b) The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to add to or subtract from this Agreement. Nothing in this Agreement shall be interpreted so as to limit the authority of the Superior Court to determine the question of arbitrability.

(c) The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.

(d) Notwithstanding the foregoing, within ten (10) calendar days following receipt of notice of filing for arbitration, either party may exercise its right to transfer the arbitration proceedings to the American Arbitration Association (AAA). Arbitration(s) transferred to AAA will be administered by and under the rules of the American Arbitration Association. In any case, the party that elects to utilize the services of the American Arbitration Association shall bear 100% of the administrative costs and pay 100% of the arbitrator's fees and expenses in connection with such arbitration.

(e) Expedited Arbitration. The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.

(f) Failure by any representative of the Town of East Hartford to render a written decision within the time limit(s) prescribed in this Grievance procedure shall provide the grievant/Union the option to file to the next successive step of the Grievance Procedure: (i) within forty-five (45) calendar days of the filing of the grievance (if proceeding to Step 2); and/or (ii) within ninety (90) calendar days of the filing of the original grievance (if proceeding to Step 3). Failure by the grievant or the Union to proceed to the next level within the time limits prescribed in sections 3 and 4 of this agreement or, if applicable, as set forth in the preceding sentence, shall constitute a denial of the grievance and acceptance of such denial by the grievant/Union. However, all time limits expressed herein may be waived by an agreement confirmed in writing by both parties.

(g) Upon mutual agreement, both parties may request mediation with the State Board of Arbitration and Mediation.

ARTICLE XXIV Discipline, Discharge and Police Rights

SECTION 1

If a transfer is ordered for disciplinary purposes or as a component of disciplinary actions, the reasons for and duration of the transfer will be stated in writing. This does not imply that disciplinary transfers are prohibited.

SECTION 2

The Chief may suspend an employee without pay, and any such suspension of up to two (2) calendar weeks shall be served on the dates ordered by the Chief. Any suspension of more than two (2) calendar weeks that is grieved shall be stayed until the contractual appeals are exhausted. However, there shall be no stay with regard to a termination or suspension that results from an arrest for criminal activity. A suspension may be with or without pay.

Any suspension that is not stayed and is grieved shall be subject to expedited arbitration pursuant to Article XXIII, Section 6.

SECTION 3

Under any Section of Articles XXIII and XXIV, the employee shall be entitled to Union representation and/or representation of his choice not exceeding two (2) persons.

SECTION 4

Copies of all reprimands or accusative letters from the Chief or his designee shall be given to the member and placed in the personnel file. This Section shall include all evaluations by superior officers.

SECTION 5

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

SECTION 6

No employee shall be suspended, discharged or demoted except for just cause.

SECTION 7

Citizen complaints or investigative reports, under the circumstances set forth below, will be turned over to the police officer involved:

- (1) Complaints alleging police brutality;
- (2) Complaints alleging disrespectful treatment by the officer;
- (3) Complaints alleging violation of the civil rights of the complainant;
- (4) Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the Department.

SECTION 8

If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation (which shall not take longer than thirty (30) days) and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Department shall be concluded within ninety (90) calendar days from the signing of the Internal Affairs complaint by the Chief. In extenuating circumstances, an extension of up to sixty (60) calendar days shall be permitted for the completion of the Internal Affairs investigation, with notice to the Union President, which notice shall include a statement of such extenuating circumstances. Any such notice of extenuating circumstances shall be kept confidential by the Union President if requested in such notice.

For any investigation conducted pursuant to Sections 7, 8, 9, and 10 of this Article, a letter shall be sent to the officer who was the subject of the investigation notifying him/her forthwith upon the completion and outcome of the investigation. Copies of the internal affairs report shall be provided forthwith at the conclusion of the investigation upon the employee's request, unless a prosecuting authority in an ongoing investigation against the officer in question dictates otherwise.

SECTION 9

(a) Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of any employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written statement promptly, normally within ten (10) days. An oral complaint that is not promptly reduced to writing either through a written complaint or filing of an investigative report corroborating the oral complaint, shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

(b) As set forth in Section 7, a copy of the complaint or initial investigative report will be furnished to the employee within fourteen (14) calendar days of the receipt of the complaint, together with the time, if known, of filing the oral complaint, if any. This fourteen (14) day limit will be extended if either the subject of the complaint or the Internal Affairs officer is absent from his/her assigned duties during such fourteen (14) calendar day period due to vacation, earned time, school, or other leave, up to a maximum of seven (7) additional days.

SECTION 10

Internal Complaints. Copies of non-criminal interdepartmental complaints shall be given to the officer within seven (7) calendar days of the issuance of the complaint. The complaint should be written up on the standard form. Delivery may be made personally or by mail.

ARTICLE XXV Management Rights

It is recognized that in addition to other functions and responsibilities except as expressly abridged by this contract, the Town has and will retain the sole right and responsibility to direct its operation and, in this connection, the types of work to be performed; the assignment of all work to employees or other persons, shift schedules and hours of work; the methods, procedures and means of conducting the work; and to select, hire and demote employees, including the right to make and

apply rules and regulations for conduct and safety. It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and assign, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

ARTICLE XXVI
Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE XXVII
Safety and Health

SECTION 1

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

SECTION 2

The Employer shall recognize a safety committee, which shall consist of not more than six (6) persons. Three (3) members of the committee will be appointed by the Union, and the other three (3) members will be appointed by the Town. Both parties reserve the right to remove and replace their appointed members of the committee.

Said committee shall meet from time to time as mutually agreed, to discuss safety issues. Recommendations shall be made to the Chief of Police who shall reply to the Committee within a reasonable period of time of receiving such recommendations.

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the East Hartford Police Officers' Association.

ATTEST: _____
Town Clerk

The signature lines have been omitted from this Agreement as this Agreement represents the Arbitration Panel's Award in Case No. 2008-MBA-48, which was issued on April 12, 2010.

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please Print) Last Name First Middle

TO: _____
Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the East Hartford Police Union.

The authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

Employee's Signature

Street Address

City and State

APPENDIX B

WAGES

A. Effective and retroactive to July 1, 2007, the salary rates in effect on June 30, 2007 will not be increased.

B. Effective and retroactive to July 1, 2008, the salary rates in effect on June 30, 2008 will not be increased.

C. Effective and retroactive to July 1, 2009, the salary rates in effect on June 30, 2009 will be increased by three percent (3%).

D. Effective July 1, 2010 (and retroactive thereto if the effective date of the final award in Case No. 2008-MBA-48 is after July 1, 2010), the salary rates in effect on June 30, 2010 will be increased by three and one-quarter percent (3.25%).

E. Effective July 1, 2011, the salary rates in effect on June 30, 2011 will be increased by three and one-quarter percent (3.25%).

APPENDIX C

SALARY SCHEDULES, JULY 1, 2007 – JUNE 30, 2012

POLICE OFFICER (Grade 80)

	Step 1	Step 2	Step 3	Step 4	Step 5
Present	\$ 48,131	\$ 50,660	\$ 53,196	\$ 55,732	\$ 58,252
7/1/07	\$ 48,131	\$ 50,660	\$ 53,196	\$ 55,732	\$ 58,252
7/1/08	\$ 48,131	\$ 50,660	\$ 53,196	\$ 55,732	\$ 58,252
7/1/09	\$ 49,575	\$ 52,180	\$ 54,792	\$ 57,404	\$ 60,000
7/1/10	\$ 51,186	\$ 53,876	\$ 56,573	\$ 59,270	\$ 61,950
7/1/11	\$ 52,850	\$ 55,627	\$ 58,411	\$ 61,196	\$ 63,963

DETECTIVE (Grade 82)

	Step 1	Step 2	Step 3*
Present	\$ 58,252	\$ 59,330	\$ 60,535
7/1/07	\$ 58,252	\$ 59,330	\$ 60,535
7/1/08	\$ 58,252	\$ 59,330	\$ 60,535
7/1/09	\$ 60,000	\$ 61,110	\$ 62,351
7/1/10	\$ 61,950	\$ 63,096	\$ 64,377
7/1/11	\$ 63,963	\$ 65,147	\$ 66,470

* Only those holding the rank of detective shall be eligible to advance to Step 3 of Grade 82.

SERGEANT (Grade 84)

	Step 1	Step 2	Step 3
Present	\$ 61,141	\$ 63,525	\$ 66,016
7/1/07	\$ 61,141	\$ 63,525	\$ 66,016
7/1/08	\$ 61,141	\$ 63,525	\$ 66,016
7/1/09	\$ 62,975	\$ 65,431	\$ 67,996
7/1/10	\$ 65,022	\$ 67,557	\$ 70,206
7/1/11	\$ 67,135	\$ 69,753	\$ 72,488

LIEUTENANT (Grade 86)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Present	\$ 67,322	\$ 69,979	\$ 72,724
7/1/07	\$ 67,322	\$ 69,979	\$ 72,724
7/1/08	\$ 67,322	\$ 69,979	\$ 72,724
7/1/09	\$ 69,342	\$ 72,078	\$ 74,906
7/1/10	\$ 71,595	\$ 74,421	\$ 77,340
7/1/11	\$ 73,922	\$ 76,840	\$ 79,854

APPENDIX D

A medical certificate submitted in accordance with Article XI, Section 8 shall be on the following form or shall contain substantially equivalent information.

EAST HARTFORD POLICE DEPARTMENT
MEDICAL CERTIFICATE

TO: The Office of the Chief

DATE: ___/___/___

RE: _____
(name of employee)

Doctor: _____

Address: _____

Telephone No.: (___) ___ - _____

As a physician duly licensed by the State of _____, I hereby certify that the above employee has been under my care since ___/___/___ and was last seen by me on ___/___/___ . He/she has been unable to work since ___/___/___ as a result of being afflicted with the following illness or injury which may have commenced on ___/___/___, which does, does not, appear to be work related.

Employee has been diagnosed with _____ and;

- has been medically approved to return to work with no restrictions on ___/___/___.
- may not return to work until further notice from this office.
- was referred for treatment to _____.

is expected to return to full duty within six months, and, at the present time, is medically able to return to work in a light duty program commencing on or after ___/___/___ lasting until the next exam in approximately ___ days, _____ and at the present time, is medically able to return to work in a light duty program only, with the following restrictions;

- No Bending
- No Lifting
- No Repetitive Use
- No Driving
- Other restrictions and conditions of light duty; _____

Signature of Physician

APPENDIX F

Staffing for Patrol Districts

If the Chief proposes a change in patrol district staffing from the staffing provided for in the memo of June 14, 1985, which will affect the safety or workload of bargaining unit employees, the Town shall bargain with the Union to the extent required by law.

Staffing of Patrol Supervisor Positions

The Patrol Supervisor minimum staffing level shall be two (2) supervisors. If a scheduled Lieutenant is absent and a supervisor must be hired to meet this staffing requirement, a lieutenant will be hired.

Scheduling of Patrol Lieutenants

One (1) Lieutenant will be scheduled per patrol platoon.

APPENDIX G - SHIFT BIDDING

A. GENERAL PROVISIONS

1. Bidding is open to all sworn members of the Patrol Division, except those members on a probationary status resulting from their initial appointment to the Department or their promotion, and those employees on an extended absence due to their illness, injury, or authorized leave of absence.
2. Seniority, for bidding purposes only, shall be department seniority for Patrol Officers and rank seniority for Sergeants and Lieutenants, as defined by this Labor Agreement.
3. Employees shall bid their work assignment from among the established bid lists for the upcoming bid year in accordance with their seniority. Patrol Officers shall bid Patrol Officer's slots. Sergeants shall bid Sergeant's slots and Lieutenants shall bid Lieutenant's slots.
4. Not later than September 1 of each year, the Town shall provide Lieutenants assigned to the Patrol Division the list of work assignments for Patrol Lieutenants for the ensuing bid year. The bidding period for Patrol Lieutenants shall be fourteen (14) consecutive calendar days, beginning each year on September 1 and ending Midnight on September 15. The results of this bidding shall be posted not later than September 16 of each year.
5. Not later than September 16 of each year, the Town shall provide Sergeants assigned to the Patrol Division the list of work assignments for Patrol Sergeants for the ensuing bid year and the work assignment of Patrol Lieutenants for that year. The bidding period for Patrol Sergeants shall be fourteen (14) consecutive calendar days, beginning each year on September 16 and ending Midnight on September 30. The results of this bidding shall be posted not later than October 1 of each year.
6. Not later than October 1 of each year, the Town shall provide Patrol Officers assigned to the Patrol Division the list of work assignments for Patrol Officers for the ensuing bid year and the work assignments of Patrol Sergeants and Patrol Lieutenants for that year. The bidding period for Patrol Officers shall be fourteen (14) consecutive calendar days beginning each year on October 1 and ending Midnight on October 15. The results of this bidding shall be posted not later than November 1 of each year.
7. Each employee's shift slot shall remain unchanged for the bid year except:
 - a. By agreement between the Chief of Police and the employee;
 - b. As necessary to meet the reasonable needs of the Town as determined by the Chief of Police;

- c. As needed to replace an employee on any extended absence other than vacation, in which case the position will be offered to employees in order of seniority and, if not filled voluntarily, will be filled involuntarily in reverse order of seniority;
 - d. For one (1) shift reassignment for the purpose of administering the annual health screening program;
 - e. For probationary officers and probationary supervisors;
 - f. For voluntary exchanging of work assignments with another employee of equal rank, with the approval of the Chief of Police or his designee, provided that the exchange shall not cause any additional expense for the Town.
8. Probationary officers and probationary supervisors shall be assigned to work assignments by the Chief of Police or his designee, consistent with the needs of the Department. The Chief of Police or his designee may assign probationary employees to any work assignment for periods of at least two (2) weeks at a time. These assignments may be changed at any time by agreement between the Chief of Police and the employee, or changed by the Chief of Police with at least fourteen (14) days notice to probationary employees.
9. Members failing to submit a work assignment request shall be assigned at the discretion of the Commander, Operations Bureau, after all submitted requests have been processed.
10. Members who anticipate being absent from duty during the entire 21-day bidding period due to vacation, leave of absence, suspension, military duty, etc., may submit a bid request to the Commander, Operations Bureau, prior to their departure from duty on their last regularly scheduled working day.
11. Bid forms and appropriate informational material shall be mailed to members absent from duty for extended periods due to Departmental training, a protracted period of illness, or as the result of an on-the-job injury, if their return to duty is anticipated to occur prior to the completion of the first fifty-six (56) days of the bid year.

In order to participate in the bid process, employees who are absent from duty due to illness or injury shall be required to produce certification from a physician that they shall be returning to duty within fifty-six (56) days of the start of the upcoming bid year.

Employees who did not participate in the bid process who return to duty from an extended absence after the completion of the bidding process or

the start of the bid year may be assigned by the Chief of Police or his designee to any work assignment for the remainder of that bid year.

12. If the bidding process results in a member working more than four (4) consecutive days during a transitional period, the member shall be required to work the additional day(s) without payment of overtime, provided that this results from the employee having been granted an assignment that was in the top one-half of his bid request.
13. When an employee is scheduled to work more than four (4) consecutive work days during a transitional period, the Commander, Operations Bureau may excuse the member from one or more scheduled work days if staffing permits, or may authorize the payment of overtime for the days in excess of four (4) within the pay period, or a combination of both approved absence and overtime, provided that the employee was granted an assignment that was in the bottom one-half of his bid request.

B. PROCEDURE

1. The Department shall provide bid forms to members of the Patrol Division on the dates required in the General Provisions section of this Appendix.
2. Once completed, bid forms shall reflect the following:
 - a. The bidding member's name and employee number;
 - b. The bidding member's rank;
 - c. The bidding member's date of appointment to the Department, or the member's date of rank, if above the rank of Officer.
 - d. The bidding member's choice of assignment, in numerical order of preference; (1 = First Choice, 2 = Second Choice, etc.);
 - e. The bidding member's signature, and date of signing.
3. Completed forms shall be forwarded not later than the dates required in the General Provisions section of this Appendix to the office of the Commander, Operations Bureau. The Commander, Operations Bureau, or his designee, shall process the submitted forms as follows:
 - a. Establish the bidding order:
 - i. Sort the forms by rank.
 - ii. Within a given rank, sort the forms by descending order of seniority.
 - b. Beginning with the most senior member of each rank, make work assignments, based upon the submitted bid form.
 - i. Whenever possible, a member's first choice of assignment shall be honored.

- ii. When a member's first choice cannot be honored, then the work assignment shall be made by proceeding in descending numerical order through the member's submitted requests until the first match is made between the request and a vacant work assignment.
4. Upon completion of the bidding process, and not later than the dates specified in the General Provisions section of this Appendix, the Commander, Operations Bureau, or his designee, shall post the results of the bidding process. The posting shall reflect each member's Platoon and Squad work assignment.

SHIFT BIDDING

SAMPLE BID FORM - SUPERVISORS

Name: _____

Employee Number: _____

Rank: _____

Date of Rank: ____/____/____

Lieutenants:

“A” Platoon _____

“B” Platoon _____

“C” Platoon _____

Sergeants:

“A” Platoon

1st Squad _____ (A1)

2nd Squad _____ (A2)

3rd Squad _____ (A3)

4th Squad _____ (A4)

“B” Platoon

1st Squad _____ (B1)

2nd Squad _____ (B2)

3rd Squad _____ (B3)

4th Squad _____ (B4)

“C” Platoon

1st Squad _____ (C1)

2nd Squad _____ (C2)

3rd Squad _____ (C3)

4th Squad _____ (C4)

OFFICE USE ONLY

Work Assignment: _____

Choice #: _____

Employee Number of Person Making Assignment: _____

SHIFT BIDDING

SAMPLE BID FORM - OFFICERS

Name: _____

Employee Number: _____

Rank: _____

Date Appointed: ____/____/____

Officers:

“A” Platoon [LT _____]

Squad A1 [SGT _____] _____

Squad A2 [SGT _____] _____

Squad A3 [SGT _____] _____

Squad A4 [SGT _____] _____

“B” Platoon [LT _____]

Squad B1 [SGT _____] _____

Squad B2 [SGT _____] _____

Squad B3 [SGT _____] _____

Squad B4 [SGT _____] _____

“C” Platoon [LT _____]

Squad C1 [SGT _____] _____

Squad C2 [SGT _____] _____

Squad C3 [SGT _____] _____

Squad C4 [SGT _____] _____

OFFICE USE ONLY

Work Assignment: _____

Choice #: _____

Employee Number of Person Making Assignment: _____

Comments:

WORK SCHEDULE

“A” Platoon

Work Days: T/W/T/F or F/S/S/M

Common Day: Friday

Days Off: S/S/M or T/W/T

LT _____

Squad A1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

WORK SCHEDULE

“B” Platoon

Work Days: T/W/T/F or S/S/M/T

Common Day: Tuesday

Days Off: S/S/M or W/T/F

LT _____

Squad B1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

WORK SCHEDULE

“C” Platoon

Work Days: M/T/W/T or T/F/S/S

Common Day: Thursday

Days Off: F/S/S or M/T/W

LT _____

Squad C1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

DAILY WORK SHEET
“A” Platoon - DD/MM/YY

LT

Squad A1

SGT

OFF

OFF

OFF

OFF

OFF

Squad A3

SGT

OFF

OFF

OFF

OFF

OFF

Squad A2

SGT

OFF

OFF

OFF

OFF

OFF

Squad A4

SGT

OFF

OFF

OFF

OFF

OFF

Overtime

APPENDIX H

EAST HARTFORD CENTURY PREFERRED MEDICAL PLAN

Benefit	Century Preferred With Managed Benefits																
Costshares	<p align="center">In-Network services subject to copays In-Network: \$5 Office Copay, \$25 Emergency Room Copay, \$0 Outpatient Surgical Copay \$0 Per Hospital Admission Copay, Lifetime Maximum-Unlimited</p> <p align="center">Out-of-Network services subject to deductible and coinsurance Deductible - \$200/\$400/\$500 Coinsurance-80%/20% to \$4,000/\$8,000/\$10,000 Out-of-Pocket Maximum \$1,000/2,000/\$2,500, Cost share maximum per calendar year Lifetime Maximum Out-of-Network-\$1,000,000</p>																
Preventive Care																	
Pediatric	\$5 Copay. Covered according to age-based schedule																
	<u>Exam Schedule</u>																
	<table border="0"> <tr> <td>Birth - 1 year</td> <td>6 exams</td> </tr> <tr> <td>1 year - 5 years</td> <td>6 exams</td> </tr> <tr> <td>6 years – 10 years</td> <td>1 exam every 2 years</td> </tr> <tr> <td>11 through 21</td> <td>1 exam every year</td> </tr> <tr> <td>22 through 29</td> <td>1 exam every 5 years</td> </tr> <tr> <td>30 through 39</td> <td>1 exam every 3 years</td> </tr> <tr> <td>40 through 49</td> <td>1 exam every 2 years</td> </tr> <tr> <td>50 and over</td> <td>1 exam annually</td> </tr> </table>	Birth - 1 year	6 exams	1 year - 5 years	6 exams	6 years – 10 years	1 exam every 2 years	11 through 21	1 exam every year	22 through 29	1 exam every 5 years	30 through 39	1 exam every 3 years	40 through 49	1 exam every 2 years	50 and over	1 exam annually
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50 and over	1 exam annually																
Adult																	
Vision	\$5 Copay, covered once every 2 years																
Hearing	Covered once every two years, \$5 copay																
Gynecological	\$5 Copay, One routine exam every year																
Medical Services																	
Medical Office Visit	\$5 Copay																
Outpatient PT/OT/ Chiro, Speech Therapy	\$5 Copay per visit Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)																
Allergy Services	\$5 Copay for visits & tests (Treatment Plan Required) \$0 Copay – injections																
Diagnostic Lab & X-ray	Covered																
Surgery Fees	Covered																
Office Surgery	Covered																
Outpatient MH/SA	In Network covered to 40 visits per calendar year, \$5 copay covered at 50% up to 40 visits per																

Benefit	Century Preferred With Managed Benefits
	calendar year Out-of-Network
Emergency Care Emergency Room	\$25 Copay (Waived if admitted)
Urgent Care	\$25 Copay
Ambulance	Covered up to \$500 per trip-land Covered up to \$4,000 per trip-air
Inpatient Hospital	Note: All hospital admissions require pre-cert
General/Medical/ Surgical Maternity (Semi-private)	Covered
Ancillary Services (medicine supplies)	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/ Detox	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year
Hospice	Covered
Outpatient Hospital Outpatient Surgery Facility Charges	Covered
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	\$5/\$10/\$0 pharmacy card plan, \$5,000 annual maximum, additional coverage Out-of-Network

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Plan Document for full details of coverage.

DENTAL PLAN
Benefit Description
Triple Option Program

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
Unlimited Annual Maximum			
Benefit	Coinsurance	Coinsurance	Coinsurance
<i>Preventive Services</i>			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (included with oral evaluation)	100%	100%	80%
Fluoride Treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
<i>Diagnostic Services</i>			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (included with oral evaluation)	100%	100%	70%
<i>Restorative Services</i>			
Amalgam Fillings	100%	100%	50%
Resin Fillings**	100%	100%	50%
<i>Endodontics</i>			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<i>Oral Surgery</i>			
Simple Extractions	100%	100%	50%
Surgical Extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
<i>General Services</i>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<i>Periodontics</i>			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and	50%	50%	Not Covered

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
Unlimited Annual Maximum			
Benefit	Coinsurance	Coinsurance	Coinsurance
Oral Lesions			
<i>Prosthodontics</i>	50%	Not Covered	Not Covered
Dentures, Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, Fixed and Removable	50%	Not Covered	Not Covered
Addition of Teeth to Partial Denture to Replace Extracted Teeth	50%	Not Covered	Not Covered
Inlays, Onlays, and Crowns not Part of Bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime Maximum.	50%	50%	Not Covered

372A

Duration of coverage for non-spouse Dependents pursuant to Article XVII, Section 1(c).

* Flex dental deductible does not apply to Preventive Services.

** Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

APPENDIX I
HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

Statement of Election to Participate in Town of East Hartford
Health Benefit Opt-Out Program

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____
_____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____
_____. This plan covers: my spouse, my family, and myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for opting-out of health insurance, I elect to receive a cash payment (totaling \$1,000 for individual employee coverage, \$1,250 for employee plus one dependent coverage, or \$1,500 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Notary _____ Date _____

APPENDIX J
COMPENSATORY TIME LEAVE

a) Full Shift Patrol Comp Day Leave:

The Town will grant full shift Comp Day Leave to any requesting officers per shift, up to and including (one) 1 shift absence that results in hiring a replacement officer. Advance notice of not less than 18 hours is required, unless waived by a Commander, for the one (1) full shift of Comp Day Leave that would require overtime replacement. Once the shift absence for Comp Day Leave requiring replacement has been granted, no additional Comp Day Leave will be granted without the approval of the Operations Bureau Commander.

b) Partial Shift Patrol Comp Hours Leave:

1) The Town will grant partial shift Comp Hours Leave to any requesting officers per shift until the minimum eight (8) Officers are scheduled. The taking of compensatory hours in the middle of a shift will be allowed only at the discretion of the Watch Commander based on needs of the department. Once only eight (8) officers remain scheduled, partial shift Comp Hours will be allowed only at both the beginning and the end of a shift. Only one officer will be hired on overtime to cover Comp Hours (beyond the 1½ hour overlap period) granted at the beginning of each shift and only one officer will be hired on overtime at the end of each shift. An officer volunteer from the shift being relieved will extend and/or an officer from the following shift will come in early to cover the Comp Hours Leave. This partial shift Comp Hours replacement hiring will be done with seniority determining who is first offered the overtime hours to cover the absence. If no officer volunteers to either extend or come in early, the Comp Hours Leave will be cancelled or not granted. No ordering-in will occur to cover Comp Hours Leave.

2) More than one (1) person may be allowed to take partial shift Comp Hours during the overlap period. The Watch Commander for the off-going shift shall assume responsibility for adequate staffing and shall retain the current right to restrict this Leave to maintain such staffing levels.

3) The 18 hour advance notice requirement does not apply to partial shift Comp Hours Leave.

c) Non-Patrol Compensatory Leave

For any Division where there is no mandatory staffing level, Compensatory Leave may be taken when the officer's absence will not affect the quality of service delivered to the public or the department.

d) Training Sessions

During a scheduled Training Session, requests may be made for Compensatory Leave for exceptional needs, but will require the approval of the Training Division Supervisor to ensure that mandatory areas of training are met by all officers.

e) Accrued Leave, General Rules:

The current practice for Leave, other than compensatory time, will continue, for example:

- 1 person will be allowed to be on Vacation Week Leave for each 5 man subset of each squad or 2 people off for each 10 person grouping. Vacation Weeks will take precedence over Vacation Days.
- 1 Officer hired on OT for a Vacation Day.
- 1 Officer hired on OT for an Earned Day.
- 1 Officer hired on OT for a Comp Day.
- 1 Officer hired on OT to cover partial shift Comp Hours at the beginning of a shift.
- 1 Officer hired on OT to cover partial shift Comp Hours at the end of a shift.

f) Compensatory Time Accrual vs. Overtime Pay

Compensatory time may be accrued instead of overtime pay, at the officer's discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one half rate.

1) Compensatory Time Always Allowed (Examples)

- Normal duty (the usual police work that results in overtime e.g. shift extension, call back, etc.)
 - Memorial Day
 - Riverfest
 - Podunk festival
 - Chili festival
 - Court Time
 - DMV Hearings

2) Compensatory Time Not Allowed (Examples)

- UConn Football Games, Stadium Events
- Federal or State Grants

3) Other

- Other Special Events, Strikes, Natural Disasters – Management reserves the right to allow Compensatory Time **or** pay OT regardless of whether or not 3rd party or grant funded.

g) Other Considerations:

- Management reserves the right to pay officers for the amounts of compensatory time accrued in excess of **200 hours** in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.
- Employees will not be ordered to or forced to use compensatory time.
- Overtime pay will be substituted for all denied requests of compensatory time.

h) All compensatory issues (i.e. use, accrual, etc.) will be resolved through the parameters outlined in this agreement. All applicable Federal and State Laws still apply to areas where this agreement is silent. However, the Town and Union agree, that as of this date, the Law permits the parties to enter into the above as an enforceable agreement.

APPENDIX K

MEMORANDUM OF UNDERSTANDING

WHEREAS, EHPOA and the Town of East Hartford engaged in negotiations of a successor Collective Bargaining Agreement for the period commencing July 1, 2007;

WHEREAS, the Town and the Union agreed in the negotiations to extend the timeline for filing a grievance at the first and second step of the grievance procedure under Article XXIII in consideration for this Memorandum of Understanding.

NOW, therefore, in exchange for the Town's agreement to extend the filing deadlines and the other mutual covenants, promises, and agreements contained herein, the parties hereby agree as follows:

1. The Union will place, on the official Union Grievance Form, which has heretofore been used by the Union for filing grievances with the Town, the following notation:

If this grievance is signed by other than a member of the Executive Board of EHPOA, the Grievant hereby certifies that he/she has delivered a copy of this grievance to Employee Number _____ this _____ day of _____, 20__.

Grievant

2. The lack of, or any defect in, the certification referenced in the preceding paragraph on a grievance form shall not, in any way, form the basis of a challenge by the Town to the processing of the grievance including but not limited to any claim in regard to arbitrability.
3. This agreement for the inclusion of the certification contained in paragraph 2 above shall not exclude EHPOA from otherwise revising its grievance form.

Dated at East Hartford this _____ day of _____, 2007.

East Hartford Police Officers' Association

Town of East Hartford

By: _____

By: _____