

AGREEMENT

between

TOWN OF WATERTOWN

and

WATERTOWN POLICE UNION LOCAL #541
COUNCIL #15, AFSCME, AFL-CIO

| April 1, ~~2007~~2012

to

| March 31, ~~2012~~2017

| ~~Effective April 1, 2007~~

TABLE OF CONTENTS

ARTICLE I Recognition.....1
ARTICLE II Union Membership and Dues Check Off.....1
ARTICLE III Hours of Work and Assignment.....2
ARTICLE IV Rates of Pay.....6
ARTICLE V Overtime.....9
ARTICLE VI Seniority.....12
ARTICLE VII Work Assignments - Extra Work.....13
ARTICLE VIII Holiday Pay.....15
ARTICLE IX Vacations.....15
ARTICLE X Sick Leave.....17
ARTICLE XI Clothing Allowance.....19
ARTICLE XII Funeral Leave.....20
ARTICLE XIII Disciplinary Procedure.....20
ARTICLE XIV Grievance Procedure.....21
ARTICLE XV Longevity.....
ARTICLE XVI College Incentive.....24
ARTICLE XVII Pension.....24
ARTICLE XVIII Insurance and Hospitalization.....27
ARTICLE XIX Promotional System.....30
ARTICLE XX General Provisions.....33
ARTICLE XXI Evaluation.....34
ARTICLE XXII Management Rights.....35
ARTICLE XXIII Integration of Benefits.....35
ARTICLE XXIV Physical Fitness.....36
ARTICLE XXV Duration.....36
SIGNATURE PAGE.....37

THIS AGREEMENT entered into by the TOWN OF WATERTOWN (hereinafter referred to as the "Town"), and the WATERTOWN POLICE UNION LOCAL #541 and COUNCIL #15, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO (hereinafter referred to as the "Union"), has, as its purpose, the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, work periods, working privileges or benefits or other such matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I Recognition

SECTION 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time members of the Police Department with the authority to exercise Police powers, exclusive of the Chief and the Deputy Chief.

SECTION 2. For the purpose of this article, full-time employees are hereby defined as personnel regularly scheduled to work twenty (20) or more hours per week.

ARTICLE II Union Membership and Dues Check Off

SECTION 1. Effective upon the date this Agreement is implemented by statute, all employees in the bargaining unit who are members of the Union shall remain members of the Union as a dues paying member and as a condition of continued employment and all newly hired employees of the bargaining unit, after the effective date of this Agreement, as a condition of employment, within sixty (60) days of being hired, shall either join the union and remain a member of the Union as a dues paying member and/or pay a service fee to the Union in a regular manner equal to the dues paid by such union members. Failure to either join the Union and regularly pay the Union dues, and/or pay said service fee in a regular manner, the Union shall certify that said member is delinquent to the Town Manager by certified mail, and the Town Manager shall terminate the delinquent bargaining unit member within thirty (30) days of receipt of such notification. However, the current members of the bargaining unit who are not now members of the Union on the effective date of this Agreement shall either join the Union or pay the regular service fee equal to the Union dues. Then said member(s) shall be bound and covered by the provisions of this section.

SECTION 2. The Town agrees to deduct Union dues, or service fees each pay period from the pay of those employees. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all

employees shall be remitted together with an itemized statement to the Treasurer or the Union following the last pay period of the month.

SECTION 3. Those deductions will be made during each pay period as specified by the Town and agreed by the Union.

SECTION 4. In the event an employee received no pay on the payday on which the Union dues are deducted, no deductions shall be made for that period.

SECTION 5. When a member's dues or service fees are not deducted by reason of extended absence from the Department during which time he is not paid, and such member returns to active duty, the Town shall reactivate the deduction of dues or service fees upon sufficient notification from the Union Treasurer.

ARTICLE III Hours of Work and Assignment

Section 1. The Chief shall designate the appropriate number of personnel in each classification, i.e. Lieutenant, Sergeant, Detective, Patrol Officer, to be assigned to open scheduled shifts within the various operating divisions of the Police Department.

Shifts shall be chosen by seniority as defined in Article VI, Section 1. Once an employee has made an initial shift selection, no other selection will be permitted unless a vacancy exists on another shift due to an increase in the work force, termination, promotion, resignation, or by the Town exercising its right to determine and establish appropriate manpower levels on established shifts. In the event a vacancy occurs, the following procedure will be utilized to fill the vacancy:

1. The Town will post in a conspicuous location, a notice of shift vacancy for a period of five (5) calendar days.

2. The Town will fill the shift vacancy with the most senior officer as defined in Article VI, Section 1, that has indicated an interest in filling the vacancy. If in filling a posted shift vacancy, other postings are required to fill subsequent vacancies in other shifts, the Town reserves the right to temporarily assign employees by inverse order of seniority to fill said vacancies until such time as the bid process is completed.

3. In the event no bids are made for a posted shift vacancy, the Town will assign by inverse order of seniority (as defined in Article VI, Section 1) an officer to fill such vacancy.

Nothing herein is to be construed as a manpower clause.

SECTION 2. Patrol Division

A. The work schedule shall consist of fifteen (15) day work periods in which employees work eight (8) hour shifts on a schedule of five (5) consecutive days on, followed by three (3) consecutive days off, followed by five (5) consecutive days on, followed by two (2) consecutive days off. In each calendar year, employees will be required to attend eight (8) four (4) hour training sessions. These training sessions will be scheduled at least (10) calendar days in advance.

B. The daily work schedule shall be as follows:

6:00 a.m. to 2:00 p.m.
2:00 p.m. to 10:00 p.m.
10:00 p.m. to 6:00 a.m.

C. There may be up to two (2) patrol officers on each shift who may be assigned to the overlap shift at the discretion of the Chief. The hours of the overlap shifts shall be at the discretion of the Chief of Police. Assignments to the overlap shift shall be made by the Chief from amongst patrol officers on a rotating basis in accordance with the inverse order of seniority. The shift shall be first offered to patrolmen in order of highest seniority before ordering the junior patrolman to the shift. Once a patrol officer is assigned to the overlap shift the assignment shall be effective for the entire four (4) weeks schedule or remainder of the four (4) weeks schedule if the assignment is made after it has begun.

D. Probationary employees shall be assigned to a shift at the discretion of the Chief of Police. After completion of the probationary period the employee then shall bid for a shift according to seniority.

E. There shall be no swapping of shift slots on a permanent basis unless the shifts to be made available are open to bid amongst all employees within the classification on the shift where the slots are to be swapped subject to the procedures established pursuant to the terms of ARTICLE III SECTION 1E.

Swapping of shifts and shift slots on a day-to-day basis shall be allowed; subject to approval of the Chief or his representative.

~~F. When the ranking officer or ranking officers (ranking officers are herein defined to be Sergeants and Lieutenants) regularly assigned to a shift, are absent from work for whatever reason, the most senior patrol officer who is working, subject to the provisions of ARTICLE V SECTION 8 hereof,~~

~~shall be the shift commander, and shall be in charge of the shift and all other patrol officers working on the shift; however, whenever, in the reasonable opinion of the Chief of Police, the patrol officer working on the shift with the longest seniority within the Department is not capable of serving as shift commander, the Chief of Police or his designee, shall designate the patrol officer to serve as shift commander.~~

G. A Tactical Shift may be established at the discretion of the Chief and shall be subject to the same seniority requirements as for other patrol shifts. Said shift shall be scheduled as the need arises, however, starting times will remain constant for a one (1) week period of time. No employees shall remain on the tactical shift for more than three (3) months unless he/she, at the end of each three (3) month period, elects to do so, and there is an employee with less seniority available to fill the position, ARTICLE III, SECTION 1E, notwithstanding.

H. Shift selection and establishment of shift hours shall not be subject to the provisions of Article III, Section 1, or Article III, Section 2.(B), respectively for any employees given assignments by the Chief of Police. Employees given specialized assignments shall establish a work schedule by agreement with the Chief of Police. The Union shall be notified of the job description, duration, and equipment to be supplied prior to any union member being given a specialized assignment.

SECTION 3. Detective Division

A. The normal work period shall consist of four (4) consecutive calendar weeks, the work day shall consist of eight consecutive hours per day, and the employee will work five (5) consecutive days followed by two (2) consecutive days off for three (3) of the weeks and will work four (4) consecutive days followed by three (3) consecutive days off for one of the weeks. In each calendar year, the employee will be required to attend eight (8) four (4) hour training sessions. These training sessions will be scheduled at least 14 calendar days in advance.

Each such employee shall receive one (1) extra day off, every three (3) months. The day off may be taken at the employee's discretion during the current three-month period with the approval of his/her supervisor.

B. The daily work schedule shall be as follows:

7:00 a.m. to 3:00 p.m.
8:00 a.m. to 4:00 p.m.
9:00 a.m. to 5:00 p.m.

10:00 a.m. to 6:00 p.m.

11:00 a.m. to 7:00 p.m.

12:00

noon to 8:00 p.m.

1:00 p.m. to 9:00 p.m.

3:00 p.m. to 11:00 p.m.

C. Notwithstanding any of the provisions of Article XIX, Promotional System, the Chief of Police may temporarily assign any active Patrol Officer to the Detective Division. No temporary assignment shall exceed six (6) consecutive months, and at the outset of each assignment, hereunder, the Chief of Police shall indicate, in writing, to the employee assigned, and the Union, the anticipated duration of the assignment. At the conclusion of any temporary assignment, the employee shall return to the position and shift to which he was scheduled at the time of his temporary assignment to the Detective Division.

If the employee is appointed to the position of Detective, the appointment shall be probationary for a period of six (6) months, and the Chief of Police, during the six-month period, in his sole discretion, may return the employee to the position of Patrol Officer, on the shift to which he was scheduled at the time of his appointment to the position of Detective, for any reason whatsoever.

The action of the Chief in returning the employee to the position of Patrol Officer shall be binding upon the employee involved and the Union, and shall not be subject to the grievance and arbitration provisions of this agreement.

During the six-month probationary period, wherein the employee is appointed to the position of Detective, the Patrol Division shift of the employee appointed to the position of Detective shall be held open until and in the event the employee's return to the position of Patrol Officer.

Temporary assignment to the position of Detective shall be to shift selected at the discretion of the Chief of Police or his designee provided, however, in the event the employee is appointed the position of Detective at the conclusion of the probationary period of the Chief of Police or his designee shall designate the shift within the Detective Division to be added or to be filled and such shift shall be filled in accordance with Article 3, Hours of Work, Section 1.

SECTION 4. An employee shall be required to work on his regularly scheduled day(s) off only in case of emergency, which is defined as a situation that cannot be anticipated by at least four (4) hours. It is understood that the normal conditions resulting from parades, vacations, elections, and absenteeism due to sickness shall not constitute an emergency.

SECTION 5. Any patrol officer who completes 15 years of service shall be classified as a Patrol Corporal. There shall be no pay increase associated with the classification.

**ARTICLE IV
Rates of Pay**

SECTION 1A. Effective the beginning of the first full pay period subsequent and retroactive to April 1, ~~2007~~2012, the annual pay for each ~~member classification at each step for each member~~ of the bargaining unit shall increase by 2.75% from the rates of pay effective March 31, 2012 and shall be as follows:

CLASSIFICATION	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
POLICE TRAINEE	38,777					
PROBATIONARY	49,072					
PATROL OFFICER	52,509	54,085	55,707	57,378	59,111	
DETECTIVE	55,261	56,920	58,628	60,578	62,210	
SERGEANT	63,539	65,445	67,422			
LIEUTENANT	67,741	69,786				

SECTION 1B. Effective the beginning of the first full pay period subsequent and retroactive to to April 1, ~~2008~~2013, the annual pay for each classification at each step for each member of the bargaining unit shall increase by 2.75% from the rates of pay effective March 31, 2013 and shall be as follows~~member of the bargaining unit shall increase by 3.5% over the previous pay scale. The pay scale shall be as follows:~~ (In the event of a miscalculation in the pay scale as set forth herein, the correct pay shall be that which reflects a ~~3.5%~~2.75% increase over the previous pay scale).

CLASSIFICATION	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
POLICE TRAINEE	40,135					
PROBATIONARY	50,790					
PATROL OFFICER	54,346	56,185	57,864	59,594	61,594	62,594
DETECTIVE	57,195	59,119	60,887	62,905	64,801	65,801
SERGEANT	65,970	68,150	70,817			
LIEUTENANT	71,147	73,263				

SECTION 1C. Effective and retroactive to the beginning of the first pay period subsequent to April 1, ~~2009~~2014, the annual pay for each classification at each step for each member of the bargaining unit shall increase by 3.00% from the rates of pay effective March 31, 2014 and shall be as follows ~~each member of the bargaining unit shall increase by 3.25% over the previous pay scale. The pay scale shall be as follows:~~ (In the event of a miscalculation in the pay scale as set forth herein, the correct pay shall be that which reflects a ~~3.25~~3.00% increase over the previous pay scale).

CLASSIFICATION	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
POLICE TRAINEE	41,439					
PROBATIONARY	52,441					
PATROL OFFICER	56,113	58,011	59,744	61,530	63,596	64,628
DETECTIVE	59,054	61,040	62,865	64,949	66,907	67,940
SERGEANT	68,114	70,365	73,118			
LIEUTENANT	73,459	75,644				

SECTION 1D. Effective the beginning of the first full pay period subsequent to April 1, ~~2010~~2015, the annual pay for each classification at each step for each member of the bargaining unit shall increase by 2.75% from the rates of pay effective March 31, 2015 and shall be as follows ~~member of the bargaining unit shall increase by 3.5% over the previous pay scale. The pay scale shall be as follows:~~ (In the event of a miscalculation in the pay scale as set forth herein, the correct pay shall be that which reflects a ~~3.52~~2.75% increase over the previous pay scale).

CLASSIFICATION	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
POLICE TRAINEE	42,889					
PROBATIONARY	54,276					
PATROL OFFICER	58,077	60,041	61,835	63,684	65,821	66,890
DETECTIVE	61,121	63,177	65,066	67,222	69,249	70,317
SERGEANT	70,497	72,827	75,677			
LIEUTENANT	76,030	78,292				

SECTION 1E. Effective the beginning of the first full pay period subsequent to April 1, 201~~6~~1, the annual pay for each classification at each step for each member of the bargaining unit shall increase by 2.75% from the rates of pay effective March 31, 2012 and shall be as follows ~~member of the bargaining unit shall increase by 3.25% over the previous pay scale. The pay scale shall be as follows:~~ (In the event of a miscalculation in the pay scale as set forth herein, the correct pay shall be that which reflects a ~~3.25~~2.75% increase over the previous pay scale).

CLASSIFICATION	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
POLICE TRAINEE	44,283					
PROBATIONARY	56,040					
PATROL OFFICER	59,964	61,993	63,845	65,754	67,961	69,064
DETECTIVE	63,107	65,230	67,180	69,407	71,499	72,603
SERGEANT	72,789	75,194	78,137			
LIEUTENANT	78,501	80,837				

SECTION 1F. All of the above steps shall refer to and be based upon length of service in each classification and not upon length of service within the department, with the exception to the classification of Detective, which is based upon the employee's length of service in the department. In the event of a promotion to a higher classification, the employee shall be paid in accordance with the salary set forth in the first step of the classification to which the employee has been promoted until the employee has attained the required number of years within the classification for the succeeding steps.

To be eligible for the pay scale of each step set forth above, an employee must obtain the length of service in each classification in accordance with the following table:

	PATROL AND DETECTIVE
POLICE TRAINEE:	Hiring to date of POST Certification
PATROL PROBATION:	POST Cert. - completion of 18 Months
STEP 1:	19 Months - completion of 4 years
STEP 2:	5 years - completion of 6 years
STEP 3:	7 years - completion of 8 years
STEP 4:	9 years - completion of 10 years
STEP 5:	10-11 years- completion of 16 years
STEP 6:	More than 17 years <u>or more.</u>

	SERGEANT
STEP 1:	0- completion of 2 Years
STEP 2:	3 Years to completion of 4 Years
STEP 3:	More than 4 Years

	LIEUTENANT
STEP 1:	0- completion of 2 Years
STEP 2:	More than 2 Years

SECTION 1G. Upon implementation of the new work schedule **as** set forth in ARTICLE III for the Patrol Division, for pay purposes, the weekly pay will be based on a forty (40) hour workweek.

SECTION 2.A. Employees working in the Patrol Division whose shifts start between the hours of 2:00 p.m. and 10:00 p.m.

shall receive, in addition to their regular pay, a premium pay of twenty-five cents (\$.25) per hour.

B. Employees working in the Patrol Division whose shifts start between the hours of 10:00 p.m. and 6:00 a.m. shall receive, in addition to their regular pay, a premium pay of thirty cents (\$.30) per hour.

C. Employees working in the Investigative Services Division whose shifts start between the hours of 1:00 p.m. and 11:00 p.m. shall receive, in addition to their regular pay, the premium pay of twenty-five cents (\$.25) per hour.

D. Employees required to work beyond their regular shift hours shall receive; in addition to their regular pay, the premium for the hours of the shift to which they had been assigned. Employees working the 6:00 a.m. to 2:00 p.m. shift shall not receive any premium pay for hours worked into the next shift unless the employee is called back from an off-duty status.

ARTICLE V Overtime

SECTION 1. For all contiguous hours of work in excess of the normal shift as set forth in ARTICLE III in any twenty-four (24) hour period or in excess of the normal number of days as set forth in ARTICLE III for any work week, employees will be paid at the rate of one and one-half (1-1/2) times their hourly rate. However, overtime paid on a daily basis will not be duplicated on a weekly basis. All overtime shall be calculated by dividing the normal weekly pay by forty (40) to determine the base rate.

SECTION 2. Employees called in for overtime on a non-contiguous basis will be guaranteed four (4) hours of pay at time and one-half.

SECTION 3. An employee shall be required to work overtime when in the sole opinion of the Chief, additional manpower beyond that available on the shift is needed to carry out the mission of public safety. In the event overtime is required, the employee with the least overtime hours shall have the option of working the overtime or refusing the overtime. In the event the Town is unable to fill the vacancy, then the employee on the shift immediately prior to the shift on which the overtime vacancy exists, chosen in the inverse order of seniority, shall work the first four (4) hours of the overtime and may have the option of working the second four (4) hours. If the employee chooses not to work the second four hours, then the employee on the shift immediately following the shift of the overtime vacancy, chosen in the inverse order of seniority, shall come in early and work the second four hours of the overtime.

In the event it is not practical for the Officer working the prior shift or the following shift wherein the overtime is needed, i.e. the Officer is already working a double shift, then the following procedure shall apply.

The Chief of Police or his designee, i.e., The Deputy Chief of Police or the Shift Supervisor shall order an Officer to work the overtime. However an Officer shall not be ordered to work the overtime until all other support personnel have been offered the opportunity to work it.

The following procedure shall be followed in seeking personnel to work voluntary overtime. If the overtime available is for a ~~Supervisor all Lieutenants and Sergeants shall be asked to work first~~ Patrol officer all patrol officers assigned to the Patrol Division will be asked first, if no Patrol officer accepts the overtime, all available Detectives will be offered. If no Patrol officer or Detective accepts the overtime, a Patrol officer will be ordered in accordance to Article V Section 3. If the overtime is for a Patrol Sergeant all Patrol Sergeants will be asked first, if no Patrol Sergeant accepts the overtime, the support Sergeant will then be offered, if the support Sergeant does not accept the overtime, all Lieutenants will be offered. If the overtime is not filled, the overtime will be filled by a Patrol Sergeant in accordance to Article V Section 3. In the event no Lieutenant or Sergeant accepts the overtime then all Patrol Officers will be asked. In the event no Patrol Officer accepts the Overtime then all Detectives will be asked to work. Once all Lieutenants, Sergeants, Patrol Officers and Detectives have been offered the opportunity to work the overtime and no one is available, then an Officer shall be ordered to fill the overtime shift. If the overtime slot is for a Supervisor then a ranking officer i.e. Lieutenant, Sergeant shall be ordered; if the overtime position is for a patrol officer then a Patrol Officer shall be ordered.

SECTION 4. Employees who receive in-service training and Red Cross training will be paid straight time regardless of its relation to the applicable daily work schedule. However, employees have no requirement to take such training on their days off. If employees elect to attend such training sessions on their days off, they will be paid time and one-half for the hours of attendance with a minimum of four (4) hours. Employees have no requirement to take such training during their vacation. Employees shall have the option of compensatory time or payment with regards to training which shall include firearms and other in-service training. This section shall also apply to photography service.

SECTION 5. Employees attending the mandatory hours of POST training to maintain Police Officer certification during off-duty

hours will be compensated through compensatory time off work calculated at the rate of straight time for attendance at the training.

SECTION 6. If an employee has been excused from overtime, notations shall be made on the overtime records, showing that the employee had been offered and refused the number of hours that would have been worked, and those hours shall be considered as hours worked for equalization of overtime. In each calendar year overtime shall be equalized to the extent possible, within each division.

SECTION 7. Non-bargaining unit employees shall not be used unless regular or probationary employees are not available. Probationary patrol officers shall be eligible for overtime assignments when they have completed the POST Academy or when, in the reasonable opinion of the Chief of Police or his designee, the probationary officer has had sufficient training to adequately perform overtime assignments.

~~SECTION 8. In the event within the patrol division there are three (3) or fewer patrol officers on the 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., or 10:00 p.m. to 6:00 a.m. shifts, the ranking officers or officer are absent from the shift, and the Town decides to call in an extra employee or employees, at least one (1) of the vacancies shall be offered to a ranking officer at the discretion of the Chief. If a ranking officer is available and accepts the overtime assignment, that ranking officer shall serve as shift commander, if not, the most senior patrol officer who is working shall be the shift commander in accordance with ARTICLE III SECTION 1G. For each shift that a patrol officer serves as shift commander, he shall be paid in accordance with the salary schedule of Sergeant, at the first step. This Section is not to be construed as eliminating ranking officers from overtime assignments. All overtime assignments shall be equalized to the extent possible.~~

SECTION 9. Whenever any employee works in a higher classification than the employee's regular classification and is assigned to the higher classification by the Chief of Police or his designee, such employee for each day of service in the higher classification shall receive the rate of pay, at the first step, for the higher classification to which the employee has been assigned, with the exception of assignment to detective, in which case the employee shall receive the rate of pay equal to detective pay, given the employee's length of service within the Watertown Police Department.

ARTICLE VI Seniority

SECTION 1. Seniority shall be defined as an employee's

length of continuous service within the Watertown Police Department in the employee's current classification. Classifications shall include only the following: Patrol officer, Detective, Sergeant, Lieutenant.

SECTION 2. In the event of layoffs within a particular classification, employees in that classification shall be laid off in inverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee in any lower classification for which he/she is qualified and such replaced employee may exercise the same right. For purposes of layoff and recall, an employee shall retain his seniority and continue to accumulate seniority in any classification from which he/she is promoted.

SECTION 3. Employees on layoff shall retain recall rights for a period of two (2) years and recall shall be in accordance with seniority as described in SECTION VI (2) above.

SECTION 4. An employee who is recalled shall be notified by certified mail, return receipt requested, and shall report for duty not more than ten (10) working days after the mailing of the notice of recall by the Town of Watertown.

SECTION 5. Seniority shall be broken only by the following events: discharge for cause in accordance with this agreement; retirement; resignation; layoff for more than two (2) years; failure to report for duty as required in the preceding section; and failure to return to duty upon the expiration of a leave of absence without a written explanation accepted in writing by the Chief.

SECTION 6. The Town shall provide the Union semi-annually on the first day of March and the first day of September with a seniority list by classification, including accumulated seniority in any classification from which an employee has been promoted, dates of hire, and date of most recent promotion.

SECTION 7. If more than one appointment is made on the same day, seniority of such appointees shall be in the order of appointment from the eligibility list.

SECTION 8. All new patrol officers shall serve a probationary period. The probationary period shall be twelve (12) months after completion of the POST training up to a maximum of eighteen (18) months of total employment. The probationary patrol officer may become a member of the Union with all the rights and privileges of a full Union member, with the exception that during the first twelve months of employment, the probationary patrol officer may be discharged by the Town in its sole discretion for any reason whatsoever. Said discharge during

this initial twelve-month period shall not be grievable by the probationary patrol officer. Discharge after the initial twelve-month period shall be subject to the grievance procedures set forth in this Agreement.

The Town shall submit the names of all new employees for enrollment in a POST program in accordance with Section 7-294(e) of the Connecticut General Statutes, as amended, within six (6) months of his appointment. If an employee is so submitted and he fails to satisfactorily complete the municipal police basic training program, he may be terminated by the Town at any time.

SECTION 9. All new appointments to the position of Sergeant and/or Lieutenant shall serve a six (6) month probationary period, during which time said appointee shall be subject to removal from that position if in the discretion of the Chief of Police said appointee is not suited for that assignment.

ARTICLE VII Work Assignments - Extra Work

SECTION 1. The terms "EXTRA POLICE WORK" or "EXTRA POLICE DUTY" for the purpose of this Article shall mean duty for which the Town bills the user of the services for which the employee is paid by the Town as set forth in Section 5 of this Article.

SECTION 2. All extra duty assignments shall be made by the Chief or his agent. Such extra duty or work shall be assigned among regular and probationary employees and shall be equalized to the extent possible amongst all members of the department. Records of extra duty work shall be kept separately and a copy shall be posted monthly and made available to the Union secretary.

SECTION 3A. For all Town or Board of Education extra duty assignments the use of bargaining unit personnel shall be optional in the Town's discretion. However, when construction projects are funded with in excess of 70% direct Federal funding to the Town, the Town will not have the option of using non-bargaining unit personnel unless regular or probationary personnel are not available. For extra duty assignments other than Town or Board of Education assignments, non-bargaining unit personnel shall not be used unless regular or probationary employees are not available.

SECTION 3B. Probationary patrol officers shall be eligible to work extra duty assignments when they have completed the POST Academy or when, in the reasonable opinion of the Chief of Police or his designee, the probationary officer has had sufficient training to adequately perform the extra duty assignment.

Any Bargaining Unit member, who retires under a normal retirement from the Watertown Police Department, who maintains his/her physical condition and height and weight standard under Department guidelines, shall be eligible to work extra duty assignments after all eligible active full time members of the Department have been offered and refused the extra duty assignment. To be eligible for extra duty any retired Bargaining Unit member shall at their individual expense meet the POST mandate for training.

Any retired officer working in uniform on extra duty assignment shall be designated as a Special Duty Officer. He shall retain no rank. He shall wear an insignia on his uniform denoting he is a Special Duty Officer.

SECTION 4. Employees who do not want extra duty assignments shall be excused. When an employee has been excused, notations shall be made on the extra duty records, showing that the employee has been offered and refused the number of hours that would have been worked, and those hours shall be considered as hours worked. This shall be true for any officer available for said job. By "available" this means any officer who is scheduled for a normal day off, vacation day, personal day off or compensatory day off.

SECTION 5. The rate of pay for such extra work will be at 1.5 times the hourly rate of a Step 5 Patrolman. The rate after eight (8) hours or on any recognized holiday will be two times the hourly rate of a Step 5 Patrolman.

SECTION 6. All employees shall be notified at least three (3) days in advance of extra work, whenever possible. A work list of jobs appointed shall be posted.

ARTICLE VIII Holiday Pay

SECTION 1. The following days shall be paid holidays for The Watertown Police Department:

New Year's Day		Independence
	Day	
Martin Luther King's Birthday	Labor Day	
Lincoln's Birthday		Columbus Day
Washington's Birthday		Veteran's Day
Good Friday		Thanksgiving
	Day	
Easter Sunday		Day after
	Thanksgiving	
Memorial Day		Christmas Day

SECTION 2. When the Town of Watertown recognizes an unanticipated National Holiday, the Day shall be treated as a Holiday and the employees enjoy the benefits enjoyed during other Holidays listed in ARTICLE VIII SECTION 1 of this Agreement.

SECTION 3. Employees who may be off on any holidays described in Section 1 of this Article, by reason of regular leave, or vacation, shall receive eight (8) hours holiday pay.

SECTION 4. Employees who may be required to work on any holiday, recognized under this agreement, shall be paid at the rate of one and one half (1 ½) times the regular hourly rate in addition to eight (8) hours straight time holiday pay.

SECTION 5. Employees, who work overtime on Christmas or Thanksgiving, shall be paid at the rate of two (2X) times their regular straight time rate in addition to eight (8) hours straight time pay.

ARTICLE IX Vacations

SECTION 1. Vacations shall be granted by departmental seniority throughout the year. Departmental seniority shall govern in all cases of conflict. Departmental seniority shall be defined as the total length of continuous service with the Police Department.

SECTION 2. Any employee who fails to make his choice of vacation by May 1st, shall be placed at the bottom of the seniority list for purposes of vacation selection. The vacation period shall be the calendar year.

SECTION 3. Three (3) employees may take their vacations in the same work period if they are on different shifts. More than three (3) may take their vacations in the same work period if they are on different shifts, and subject to the approval of the Chief.

SECTION 4. The vacation week, under this Agreement, shall consist of five (5) working days.

SECTION 5. Vacations will be computed on the following basis: Full-time employees whose anniversary date falls in the applicable vacation year, who shall have from six (6) months to one (1) year of service as of such date, shall receive one (1) week of vacation; employees with one (1) year or more of service as of such date shall receive two (2) weeks vacation; employees with five (5) years or more of service as of such date shall receive three (3) weeks vacation; employees with ten (10) years or more of service as of such date shall receive four (4) weeks

vacation; and employees with fifteen (15) years or more of service as of such date shall receive one (1) additional day of vacation for each year of service up to twenty (20) years. Any employee who has twenty (20) years or more of service as of such date shall receive five (5) weeks vacation.

SECTION 6. Vacations may be taken at any time in the calendar year by an employee, between January 1st and December 31st, inclusive, and any vacation not taken by December 31st shall be lost.

If an employee has five (5) weeks vacation, three (3) weeks must be taken by September 1.

If an employee has four (4) weeks vacation, two (2) weeks must be taken by September 1.

If an employee has three (3) weeks vacation, one (1) week must be taken by September 1.

Vacations shall be taken in weekly periods as follows although the weekly periods need not be taken prior to September 1 of each calendar year:

If an employee has five (5) weeks at least three (3) weeks shall be taken in weekly periods.

If an employee has four (4) weeks at least two (2) weeks shall be taken in weekly periods.

If an employee has three (3) weeks at least one (1) week shall be taken in weekly periods.

If an employee's total vacation is posted by May 1 of a calendar year that employee shall not be required to follow the requirements of this Section 6 schedule.

Once a vacation period has been approved, and after the deadline of May 1 has passed, no change shall be made except with the permission of the Chief. Any employee requesting such a change for personal reasons will not be entitled to seniority rights otherwise provided during the first selection period. Notwithstanding the foregoing, an employee may be allowed to utilize vacation time in daily increments at the Chief's discretion and provided that such usage does not result in hardship to the department.

SECTION 7. In the event an employee retires pursuant to the terms of the Watertown Police Department Pension Plan described in Article XVII of this Agreement, has his employment with the

Town of Watertown terminated for whatever reason, or dies while employed by the Watertown Police Department, that employee or surviving beneficiary shall be paid for unused vacation time prorated from the employee's last anniversary date preceding the date of retirement, termination, or death.

ARTICLE X Sick Leave

SECTION 1. Sick leave shall be considered to be time off with pay for the following reasons: Illness or injury to an employee, except where directly traceable to employment by an employer other than the Town of Watertown. Also, when a member of the employee's immediate family is so ill as to require the employee's presence at home, said employee, after using all personal days available, shall be allowed the use of two (2) sick days for each such illness to a member of said employee's family.

SECTION 2. Employees may be absent from duty without the loss of accrued sick leave or pay for the following reasons:

If an employee loses time because of injury sustained in the line of duty which is compensable under the Workmen's Compensation Act, he shall receive either the amount equal to his full net pay, or the amount equal to the payment from the Town's Workers Compensation carrier, whichever is greater, for the time of disability.

SECTION 3. Sick leave allowance shall be earned by each member at the rate of one and ~~one-half~~one-quarter (1 ¼) ~~(1 ½)~~ days for each calendar month of service.

SECTION 4. Sick leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 5. Sick leave earned during continuous employment may be accumulated up to a maximum of One Hundred Fifty (150) days. Effective September 1, 1984, once the One Hundred Fifty (150) days have been accumulated, sick time shall continue to accumulate and be held in escrow for use as sick leave only in case of illness and not for monetary reimbursement.

SECTION 6. Sick leave shall continue to accumulate during the time an employee is on authorized leave, with pay, or vacation.

SECTION 7. No credit for sick leave shall be granted for the time worked by an employee in excess of his normal workweek.

SECTION 8. A medical certificate may be required for a period of absence consisting of more than ~~five~~three (3) days

and otherwise as the Chief of Police determines.

SECTION 9. Upon the death or retirement of any employee, that employee, or his dependents, shall receive a lump sum of money that is equal to the number of sick days due such employee times the prevailing day rate of pay received by such employee on the date of such retirement or death. For the purposes of this Section 9 retirement is defined to be retirement pursuant to the terms of the Watertown Police Department Pension Plan described in Article XVII of this Agreement whether or not an employee is a participant, and retirement pursuant to the provisions of Section 7-433c of the Connecticut General Statutes.

SECTION 10. There shall be maintained by the Department a record for each employee of all sick leave accumulated and taken. A copy of such record shall be available to the Union secretary at the end of each month.

SECTION 11. Personal Days. Each employee shall be entitled to ~~three (3)~~four (4) personal leave days in each fiscal year for personal reasons. Personal days may be used to extend vacation periods if approved by the Chief of Police. Requests for use of personal days may be made at any time, however, the Chief of Police reserves the right to refuse the use of such days if in his sole discretion, sufficient manpower will not be available to carry out the Department's mission of public safety or if insufficient time is available to fill a shift vacancy created by use of a personal day.

SECTION 12. If an employee calls out sick, that employee shall be considered absent for 24 hours from the starting time of the shift for which he called out sick, and shall be ineligible for any duty, including order-ins, during that 24-hour period.

ARTICLE XI Clothing Allowance

SECTION 1. Members performing plainclothes police duties shall be given a clothing allowance at the rate of \$650.00 per fiscal year. Payment shall be made on a reimbursement basis, and not computed as part of taxable income. Effective July 1, 2010 the rate shall increase to \$750.00 per fiscal year. Effective July 1, 2014, the rate shall increase to \$775.00 per fiscal year. Effective July 1, 2015, the rate shall increase to \$800.00 per fiscal year. Effective July 1, 2016, the rate shall increase to \$825.00 per fiscal year.

SECTION 2. The Town shall reimburse any police officer for the loss or damage of clothing and/or personal property suffered in the performance of duty. Such claims for loss must be supported with reasonable proof of loss and the value of the clothing and/or personal property.

SECTION 3. The Town shall provide uniform clothing and equipment as needed on a no turn-in basis of \$600.00 per person per fiscal year. Officers shall have the option to purchase clothing and equipment on their own and present receipt for payment. Officers will be responsible of any sales tax and may only purchase clothing/equipment that has been pre-approved by the department. Effective July 1, 2010 the rate shall increase to \$700.00 per fiscal year. Effective July 1, 2014, the rate shall increase to \$725.00 per fiscal year. Effective July 1, 2015, the rate shall increase to \$750.00 per fiscal year. Effective July 1, 2016, the rate shall increase to \$775.00 per fiscal year.

SECTION 4. The Town shall issue to each employee the following items: Raincoat; boots; cape; hat covers. Such items as described in this section shall not be deducted from the clothing allowance.

SECTION 5. The Town shall provide without cost the laundry and dry cleaning on a regularly scheduled basis as mutually agreed upon by the Town and the Union of uniforms and plainclothes used in the performance of police duties.

SECTION 6. During the terms of this Agreement, if the Town elects to make any changes in the present uniform, then the Town shall assume the cost of such changes in the uniforms.

SECTION 7. All clothing requests will be made in writing on a standard request chit subject to the approval of the Chief or his designee. Replacement clothing and equipment will be subject to examination prior to replacement if in the opinion of the Chief or his designee there is a question about the need for the replacement of the item.

ARTICLE XII Funeral Leave

SECTION 1. In the event of death in the immediate family, leave not to exceed three (3) days if the employee is actively participating in proceedings.

SECTION 2. The immediate family shall include: father, mother, husband, wife, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law and grandparents and stepparents, stepsiblings, stepchildren, step-grandchildren, and step-parents-in-law.

SECTION 3. In the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew, one (1) day will be allowed if actively participating.

SECTION 4. In the event that someone dies in the immediate family and the employee is unable to attend, he shall be granted

one (1) day off.

SECTION 5. Employees may utilize up to two sick days as part of bereavement leave, in addition to the leave provided in this Article.

ARTICLE XIII
Disciplinary Procedure

SECTION 1. No employee covered by this Agreement shall be discharged or disciplined except for just cause, and the Town shall be required to prove that just cause existed in those instances.

SECTION 2. No employee shall be disciplined on a civilian complaint unless said complaint shall have been made in writing. No employee shall be suspended or discharged on a civilian complaint unless said complaint shall have been made in writing and sworn to under oath.

SECTION 3. Any disciplinary action, including, but not limited to, discharge, may be appealed through the grievance procedure of this Agreement.

SECTION 4. If any disciplinary action involves loss of or reduction in pay, including but not limited to discharge, suspension, demotion, reduction in grade or rank, the employee involved shall have the right, at his option, to request, in writing, within ten (10) calendar days of the disciplinary action complained of, a hearing before the Town Manager which shall be the Step Three Procedure of Article XIV and all time limits contained in ARTICLE XIV shall apply; the employee involved shall be permitted to record all testimony. If the Town Manager reverses the disciplinary action appealed, the employee shall be reinstated without prejudice or loss of seniority and shall be compensated for any loss in wages. The decision of the Town Manager shall be rendered within ten (10) calendar days of the date of hearing. To the extent permitted by State Statutes, said hearing shall be closed to the public. The time limits set forth herein may be extended only by mutual agreement in writing between the Town and the Union.

The procedure set forth in this Section 4 shall be in lieu of Steps One, Two, and Three set forth in ARTICLE XIV Sections 2 and 3 of this Agreement, once elected by an employee. If the Town Manager's answer is unsatisfactory the employee and the Union may proceed to Step Four ARTICLE XIV, Section 4. The employee and the Union shall file his request for arbitration within the time limits set forth in ARTICLE XIV, Section 4, Step Four.

SECTION 5. When any disciplinary action is taken against an employee, the local Union President shall also receive a copy of the disciplinary action taken.

ARTICLE XIV Grievance Procedure

SECTION 1. Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

SECTION 2. Definition: A grievance for the purpose of this procedure shall be considered to be employee or police union complaints concerned with:

1. Discharge, suspension, reduction in grade or rank, or other disciplinary action.
2. Interpretation and application of rules and regulations and policies of the Police Department.
3. Matters relating to the interpretation and application

of the articles and sections of this Agreement.

STEP ONE: An employee who has a grievance must, in the company of a representative of the Union, if he so desires, discuss the matter with the Chief. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee or the Union setting forth the specific section of the Agreement involved and submit it to the Chief of Police within five (5) calendar days from the date of the above meeting, but in no event more than fifteen (15) calendar days after the occurrence of the event giving rise to the grievance, or fifteen (15) calendar days after the employee knew or should have known of the occurrence of the event.

STEP TWO: If submitted to the Chief of Police in writing **as** required in Section 2 herein, the Chief of Police shall answer the grievance in writing within fifteen (15) calendar days after receipt of the written grievance.

SECTION 3. STEP THREE: If the answer of the Chief of Police is unsatisfactory to the employee and/or the Union, the grievance may then be submitted, in writing, within fifteen (15) calendar days after receipt of the Chief of Police's answer to the Town Manager, who will meet with the Union within ten (10) calendar days thereafter. The Town Manager shall have fifteen (15) calendar days after such meeting to answer the grievance in writing.

SECTION 4. STEP FOUR: If the Town Manager's answer is not satisfactory to the employee and/or the Union, it may be submitted at the request of the Union to arbitration before the Connecticut State Board of Mediation and Arbitration in accordance with the rules of said Board. The Union's request for arbitration to the State Board of Mediation and Arbitration shall be in writing and shall be filed with the Wethersfield Office of the Board within fifteen (15) calendar days after receipt of the written answer of the Town Manager as required in Section 3.

If the matter involves a suspension of three days or more or a termination it must be submitted to the American Arbitration Association in accordance with their rules. The cost will be shared equally by the parties however the union's cost cannot exceed \$2000 per case and \$10,000.00 over the life of the contract. If either party wishes they can have any matter removed to the American Arbitration Association provided they are willing to pay the costs of such arbitration.

SECTION 5. The Arbitrators chosen pursuant to the rules and regulations of the appropriate Board shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The arbitrators shall be bound by

and shall comply with all the terms of this agreement and shall have no power to add to, subtract from, or in any way amend, modify, or alter the provisions of this Agreement.

SECTION 6. Any time limits specified within this article (ARTICLE XIV), other than the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town Manager, in writing, provided that if a grievance is not

submitted within the time limits required to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

SECTION 7. Nothing in this article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees covered by this Agreement as defined in Section 7-468(2)(d) of the Connecticut General Statutes, as amended.

SECTION 8. The time limits contained herein shall be strictly construed and the failure of the employee covered by this Agreement and/or the Union to timely file a grievance or to timely proceed to the next step of the grievance procedure shall serve to terminate the right of the employee and/or the Union to proceed any further on the dispute.

SECTION 9. If the Town, or any of its representatives as designated herein, shall fail to answer within the time limits specified, the grievance shall be deemed to have been denied or answered on the same basis as the preceding step and the time limits for the subsequent step shall begin to run on the last day on which the Town's answer should have been made.

ARTICLE XV
Longevity

Incorporated into pay schedules

ARTICLE XVI
College Incentive

SECTION 1. Effective September 1, 1985, employees, after two (2) years of service in the department, shall receive additional compensation annually, to be paid on the first pay day in July, for educational attainments in accordance with the following schedule for credits successfully completed in an accredited institution of higher learning and which course(s) shall be related or allied to police work as determined by the Town:

30 to 60 credits	\$100.00
Associates Degree	250.00 (plus \$5.00 per 3 credits over an Associates Degree)
Bachelor's Degree	350.00

ARTICLE XVII
Pension

SECTION 1. The Town of Watertown shall maintain a pension plan for the benefit of all employees covered by the terms of this Agreement as set forth in the document entitled, "Restated Town of Watertown Police Department Pension Plan - April 1, 1979 Amended December 23, 1981, and October 5, 1988, a copy of which is attached hereto, and the terms of which insofar as they relate to eligibility for retirement benefits, the amount thereof, and employee contributions, are incorporated herein and made a part hereof as though fully set forth. All disputes over the interpretation or application of the terms and provisions thereof, insofar as they relate to eligibility for retirement benefits, the amount thereof and employee contributions, shall be deemed to be arbitrable matters, and shall be resolved in accordance with the grievance provisions including arbitration before the Connecticut State Board of Mediation and Arbitration as set forth in ARTICLE XIV of this Agreement. The parties expressly agree that said Board shall have jurisdiction to render a final and binding arbitration award with respect to said disputes, notwithstanding any provision in said Plan, or any amendment thereto to the contrary, including, but not limited to, any provision in said Plan which vests the management and administration thereof in the Town of Watertown, or any other entity, corporation, board, commission, or person is not a party of this Agreement. In the event that any person, corporation, board or commission, entrusted with the management or administration of the Plan fails or refuses to do whatever is necessary to fully comply with the terms of such an arbitration award the Town hereby expressly agrees to do whatever is necessary to comply with the award, including but not limited to, the payment of any benefits required by such award.

SECTION 2. Notwithstanding the terms and provisions of the "Restated Town of Watertown Police Department Pension Plan April 1, 1979 amended December 23, 1981, and October 5, 1988" to the contrary, the Town of Watertown shall have no authority or right to alter, amend or terminate the Plan where such alteration, amendment, or termination will result in the change of eligibility requirements or the reduction of any benefits to be paid to employees covered by the terms of this Agreement, or result in the increase in any contributions due from employees covered by the terms of this Agreement, or result in the elimination of the Plan with respect to employees covered by this Agreement.

SECTION 3. Pension benefits shall be reduced by payments from Worker's Compensation, any long-term disability payment and any payments for job related bodily injuries or diseases. Any disability or insurance plans or programs which are provided solely at the employee's expense and which are not provided through payroll deduction are specifically exempted from this pension benefit integration provision. Employees participating in payroll deduction for any disability or insurance programs provided solely at the employee's expense on September 1, 1987 shall not be subject to this pension benefit integration.

Section 4. As a result of the negotiations for the 1992/1995 contract, the Town has agreed to amend Section 2.12 of the Town of Watertown Pension Plan to provide that "Final Earnings" be defined as "the highest average earnings received in any three full years of service before the Participant's retirement date." A year of service is defined as a year commencing 365 days prior to date of retirement, and ending on date of retirement. All other years of service shall be calculated back from date of retirement. Final Earnings shall include all earned, but unused, sick time and vacation time. Said days shall be earned on a pro-rated basis, based on the employee's anniversary date of hire. Employees hired after April 1, 2003 shall not have vacation accrual or extra duty pay included in their "Final Earnings" calculations.

Section 5. Any new eligible employee hired after January 1, 1995, may not opt out of the pension plan set forth in this agreement.

Section 6. Any employee may elect to have their pension contribution deducted on a pre-tax basis in accordance with applicable law.

Section 7. The "Restated Town of Watertown Police Department Pension Plan - April 1, 1979 amended December 23, 1981, and October 5, 1988" shall reflect an annual accrual rate 2.5% per year of service.

Section 8: The "Restated Town of Watertown Police Department Pension Plan - April 1, 1979 amended December 23, 1981, and October 5, 1988" shall reflect a member contribution of 6% which on April 1, 2011 shall increase to 6.25%. The member contribution shall increase by .3% annually during each year of this Agreement as follows:

<u>April 1, 2012</u>	<u>6.55%</u>
<u>April 1, 2013</u>	<u>6.85%</u>
<u>April 1, 2014</u>	<u>7.15%</u>
<u>April 1, 2015</u>	<u>7.45%</u>
<u>April 1, 2016</u>	<u>7.75%</u>

Section 9. The "Restated Town of Watertown Police Department Pension Plan - April 1, 1979 amended December 23, 1981, and October 5, 1988" shall be amended to reflect the new agreed upon disability provisions effective April 1, 2007. Effective April 1, 2011 the social security offset shall be reduced to 17.5% provided the employee gives six months notice of retirement and leaves on a mutually agreeable date not to exceed six months to be worked out by the Chief and the employee.

Section 10. There will also be a "window period" until January 15, 2009 during which an employee may retire and only have a social security reduction of 17.5% provided the employee gives six months notice of retirement and leaves on a mutually agreeable date not to exceed six months to be worked out by the Chief and the employee.

Such employee who retires during this period will also not have to pay any insurance premiums as provided in Article XVIII Section 1. Any employee who is not eligible to retire during this window period (i.e. does not have 25 years of service) but becomes eligible prior to April 1, 2011 may retire as if he was covered by the window period provided such employee retires within one month of becoming eligible.

SECTION 11. Employees hired after April 15, 2014 shall receive a pension according to the following formula modifications:

Annual Multiplier 2% (two percent)
Final Earnings - "Final Earnings" for employees hired after April 15, 2014 shall be defined as "the highest average earnings received in any three full years of service before the Participant's retirement date." A year of service is defined as a year commencing 365 days prior to date of retirement, and ending on date of retirement. All other years of service shall be calculated back from date of retirement. Final Earnings shall include base pay only.

SECTION 12. The parties mutually agree that there shall not be negotiation of the terms of the pension plan until the expiration of the Collective Bargaining Agreement in effect on April 15, 2024.

SECTION 13. The Town shall institute a DROP plan according to the following terms and guidelines:

(a) The Deferred Retirement Option Plan (hereinafter "DROP") is intended to provide an alternative retirement option to all current employees/members who are eligible to retire.

(b) The DROP Period is defined as the time after the member has elected the DROP, commencing on the date the first amount is credited to the DROP recordkeeping account within the Police Benefit Fund/Police Pension Plan through the date that the employee/member separates from TownService. The DROP Period must begin on the first day of a calendar month and end on the last day of a calendar month.

(c) An employee/member, who is a member of the Police Pension Plan for full-time employees of the Police Department, upon reaching Normal Retirement Date, may elect the DROP retirement option at anytime in lieu of other retirement options set forth under this agreement.

(d) Length of DROP: The DROP Period shall be one (1) to five (5) years in length. The minimum length of the DROP will be one (1) year and a maximum length of DROP will be five (5) years and shall be in increments of years.

(e) Employees/members may only elect to DROP on or before the commencement of their 29th year of credited service and no DROP Period shall extend beyond thirty years of credited service (e.g., If employee/member has reached the end of 27 years of credited service, he/she may DROP for up to 3 years, namely, 28, 29, and 30).

(f) Written Notice of Intent to DROP: Any employee/member with less than 30 years of credited service at the date of the execution of this agreement shall provide at least 90 days written notice to the Town of his/her intention to elect the DROP Option. Said written notice shall include the necessary employee/member information, date to commence DROP, and the term/length of the elected DROP Period.

(g) Any employee/member electing the DROP will be considered retired only with respect to the calculation of the employee's/member's monthly pension benefit under the Pension Benefit Plan/Police Pension Plan on the date of the commencement of the DROP Period but will not be separated from Town service.

Notwithstanding any other provision within the Police Pension Plan or the Police Benefit Fund to the contrary, a member does not need to separate from Town Service to qualify for Pension Benefits as long as that member has elected the DROP.

(h) While in the elected DROP Period, the employee/member shall remain in full Town Service at his/her current rank/seniority, with all the terms, rights, conditions, and benefits of the Collective Bargaining Agreement (i.e. wage adjustments, earned sick leave, injury leave, uniform, allowances, medical, OT, extra duty, Union status, etc.) except as expressly limited herein.

(i) Employees/members shall not be eligible for promotions within the Police Department while in the elected DROP Period.

(j) Employees/members shall not begin to receive any Pension Adjustment (COLA) if any, until the DROP Period is completed.

(k) No further pension benefits will accrue after the DROP effective date (i.e. the monthly pension payment is locked in at the date that the member commenced the DROP Period).

(l) When a member elects the DROP, he/she shall be entitled to the benefits he/she would have received under the Normal Retirement provisions of the Police Pension Plan (during the DROP Period) with the following exceptions:

(1) An employee who is participating in the DROP shall continue to have payments of his/her monthly pension amounts made to a separately designated DROP account established under a 401a Plan.

(m) During the elected DROP period, the employee/member will cease to make contributions to the Police Benefit Fund/Police Pension Plan.

(n) Any member who has commenced the DROP may not withdraw from the DROP option once the DROP Period begins unless:

(1) The employee/member separates from Town service.

(2) The employee/member applies in writing to the Pension Board to seek permission to be released/withdrawn from their DROP election for cause and the Retirement Board grants that request, which decision will be final.

(3) Upon the separation from the DROP, the commencement of Normal Pension benefits shall occur.

(o) Terminal and Other Leave Payouts and Carryover of Sick and Vacation:

(1) Prior to commencement of the DROP period, the Town shall calculate the terminal leave payout for years of service and sick leave, as well as vacation and holiday pay, as if the member was

retiring under the normal retirement provisions of the Plan. Prior to such calculation, the member may elect to withdraw up to fifteen (15) days from his/her accumulated sick leave and/or vacation leave and carry those days into the DROP period.

An employee/member may carry up to fifteen (15) days from his/her accumulated sick leave and/or vacation leave into the elected DROP Period and receive his/her terminal leave payout for the remainder of the accumulated sick and vacation leave.

(2) For employees who enter the DROP, the Town shall pay the amount due under the above calculation for the member's terminal leave and other payouts in equal annual installments over the member's DROP period. The first installment shall be paid at the start of the DROP period and additional installments shall be paid on anniversary dates of the employee's entry into the DROP. At the City's option, these payments may be accelerated.

(3) There shall be no further terminal leave payout or payment for holiday time at the completion of the DROP period.

(p) Vacation/Holiday Time: Employees/members that elect to DROP shall accrue and receive vacation and holiday time as otherwise set forth in this Agreement during the DROP Period.

(q) Upon the completion of the DROP period the employee/member will be considered a retired employee/member. The employee/member shall be entitled to a lump sum payment of one hundred percent (100%) of the DROP recordkeeping account balance within thirty (30) days of his/her separation from service. Upon completion of the DROP period, the employee shall commence receiving monthly pension benefits (i.e., 100% of his/her normal retirement benefits determined as of the DROP effective date).

(r) Members who elect the DROP shall participate in the medical and dental plans and contribute the same premium cost share as active employees/members during their elected DROP period. Upon the completion of the DROP Period, said employee/member shall be deemed to have retired and shall pay the premium cost, if any, applicable to a retiree in accordance with this Agreement.

(s) Employees/members that are in their elected DROP Period who sustain injury shall be entitled to all Workers Compensation Benefits as if an active employee/member. If the employee/member becomes disabled while in the DROP Period, said employee/member shall be entitled to receive a Disability Pension pursuant to this agreement and if received, their DROP option shall revert to a disability pension without penalty.

(t) Members who elect the DROP shall execute the following:

■ ADEA waiver

- Notice of Election to participate in the DROP
- Application for participation in the DROP
- Resignation of Employment Letter upon completion of DROP
- Beneficiary designation

**ARTICLE XVIII
Insurance and Hospitalization**

SECTION 1. The Town shall continue to provide for each active employee and their dependents the following insurance program. The Town reserves the right to change insurance carriers provided the medical benefits are equivalent or better.

Effective ~~September 1, 2007~~April 1, 2013 employee premium contributions will be capped at 2% of gross salary (Pension Definition)~~base salary~~. Effective April 1, 2014 employee premium contributions will be capped at 2.5% of gross salary (Pension Definition). Effective April 1, 2015 employee premium contributions will be capped at 3.0% of gross salary (Pension Definition). Effective April 1, 2017 employee premium contributions will be capped at 3.5% of gross salary (Pension Definition).~~In the last two (2) years of this Agreement, employee premium contributions will be capped at 2% of gross salary (Pension Definition). The aforesaid cap shall only apply to employees hired on or before April 15, 2014.~~

Any one who retires under age 65 will be eligible to participate in the same plans as are provided for active employees until eligible for Medicare. Any employee who retires prior to September 1, 2008 may retire without any premium share, provided such employee gives six months notice and leaves on a mutually agreeable date. Any employee who retires after that date must pay a premium share on the same basis as active employees, except that it will be capped at 2% of the employee's base pay during his/her last twelve (12) months of employment.

A. Blue Cross Blue Shield Century Preferred

The Town shall provide to all employees individual, 2-person or family coverage under the Anthem Blue Cross Blue Shield Century Preferred Plan. (See Appendix B for a description of said plan.)

Employee Premium Share amounts shall be as follows:

4/1/ 07 <u>13</u>	9 <u>13</u> %
4/1/ 08 <u>14</u>	10 <u>14</u> %
4/1/ 09 <u>15</u>	15 <u>11</u> %

4/1/~~10~~16 ~~15~~12%
4/1/~~11~~17 ~~16~~13%

B. Optional Medical Plans

The Town shall provide to all employees the following individual, 2-person or family coverage medical insurance plan options in lieu of under the Anthem Blue Cross Blue Shield Century Preferred Plan.

~~1. Anthem Blue Cross Blue Shield Blue Care Health Maintenance Organization (HMO) (See Appendix C for a description of said plan.)~~

~~Employee Premium Share amounts shall be as follows:~~

~~4/1/07 9%
4/1/08 10%
4/1/09 11%
4/1/10 12%
4/1/11 12%~~

2. Anthem Blue Cross Blue Shield Health Savings Account (HSA)

(See Appendix D for a description of said plan.)

Employee Premium Share amounts shall be as follows:

~~4/1/07 0%~~
4/1/08 2%
4/1/09 3%
4/1/10 4%
4/1/~~11~~13 5%

~~In the first~~In the 2014 insurance coverage year-year of this 2007-2012 Collective Bargaining Agreement, the Town will deposit a subsidy of seven hundred fifty dollars (\$750.00) for individual coverage or one thousand five hundred dollars (\$1500.00) for two person or family coverage on or before the first day of the calendar (coverage) year in the Health Savings Account of each employee who enrolls in the HSA~~sixty percent of the deductible on or before the first day of the coverage year into the Health Savings Account for each employee who enrolls in the HSA. In the 2015 insurance coverage year, the Town will deposit a subsidy of fifty five percent of the deductible on or before the first day of the coverage year into the Health Savings Account for each employee who enrolls in the HSA. In the 2016 insurance coverage year the Town will deposit a subsidy of fifty percent of the deductible on or before the first day of the coverage year into the Health Savings Account for each~~

~~employee who enrolls in the HSA. second year of this 2006-2011 Collective Bargaining Agreement, the Town will deposit one-half (1/2) of a subsidy of seven hundred fifty dollars (\$750.00) for individual coverage or of one thousand five hundred dollars (\$1500.00) for two person or family coverage on or before the first day of the calendar (coverage) year and the remaining half of the subsidy on or before the second six months of the calendar (coverage) year in the Health Savings Account of each employee who enrolls in the HSA.~~

C. The Blue Cross Blue Shield Co-Pay Dental Plan, or its equivalent, shall be provided for employees and their dependents at no cost to the employee. Provided further, the Town shall make available, as part of the dental plan, a rider which includes full benefits for extractions, caps, crowns, orthodontics, and periodontics. Said plan is the plan entitled Anthem Blue Cross / Blue Shield Flex Plan with 80% unlimited lifetime orthodontics. Said plan shall include an annual cap of \$1000.00 (one thousand dollars) of benefits per insured member per calendar year for services provided in Categories 1, 2 and 3 as set forth in the Plan. A copy of the provisions of the plan is attached hereto. Employees shall contribute three dollars (\$3.00) weekly through the Town's Section 125 account to pay the premium for the plan.

D. The Town shall provide the insurance benefits described to each employee and their dependents upon retirement. The coverage described shall be provided until the employee becomes eligible for Medicare, at which time the employee and their spouse will be covered under the Blue Cross Blue Shield 65 High Option Plan 81, provided by the Town.

E. The Town will implement an "opt-out" program in which full-time employees will receive \$750 per year, payable at the rate of \$62.50 per month, if they opt-out or decline all coverage under the Town's health insurance plan. Employees will be required to complete authorization forms for this purpose.

SECTION 2. The Town shall provide life insurance in the amount of \$100,000 for each active employee.

SECTION 3. The Town shall provide life insurance in the amount of \$40,000 for each retiree.

SECTION 4. Hospitalization and Medical benefits shall be provided by Blue Cross Blue Shield, another carrier, or shall be self-insured by the Town provided the benefits are equal to or better than benefits currently in effect. The Union shall be informed by the Town prior to changes in the carrier or if the Town self-insures.

SECTION 5. On or before September 1, 2014, the Town shall pay the premium for PORAC insurance for each member of the union to a maximum of sixty dollars per member per year. The premium payment shall be made directly to the administrator of the plan upon provision of all required payment information to the Town by the Union.

ARTICLE XIX
Promotional System

All provisions for the positions listed below and for no other positions shall be from within the Watertown Police Department and shall be determined in accordance with the following merit system:

SECTION 1. Eligibility.

a. To be eligible for the position of sergeant, a candidate shall have been a full-time patrol officer and/or detective of the Watertown Police Department for a period of at least three (3) years.

b. To be eligible for the position of lieutenant, a candidate shall have been a regular full-time sergeant for a period of three (3) years.

c. With respect to the position of lieutenant and sergeant the three (3) year period may be waived by the town if less than three (3) of the applicants have the required three (3) years of experience.

d. An employee who shall obtain the required length of service in a classification prior to the end of the posting period required in Section 2a below shall be eligible to apply for the vacant position.

SECTION 2. Selection Procedure.

a. All members of the department eligible to compete for any open position may submit an application to compete for said position at times as determined by the Chief. Not all open positions have to be filled. The decision to fill a position shall be at the sole discretion of the Chief. However, within sixty (60) calendar days of the termination or retirement of an officer in the ranks listed above, the Chief shall make a determination whether to fill the position so vacated. Whenever the Chief decides to fill a position so vacated, a notice of the opening shall be posted in the Police Department within the said sixty (60) day period and shall remain posted for a period of fifteen (15) calendar days. Employees eligible to apply, and who wish to apply for the open position shall sign up for the selection procedure within the fifteen (15) calendar days the

notice of the opening is posted.

b. All candidates for an open position shall compete in accordance with the selection procedure set forth in Paragraph i through v below. The candidate with the highest score shall be awarded the position in question and other candidates shall be placed on a promotional eligibility list, in the order of the candidates scoring in the selection procedure. The promotional eligibility list created by the procedure set forth below shall remain in effect for a period of two (2) years from the date such list was established: and for that period, said list shall be utilized exclusively in filling an opening **as** determined by the Chief for the same position as the original examination procedure undergone at the time of the creation of said list. Any candidate, on the promotional eligibility list, who receives discipline consisting of a suspension or greater penalty, may be removed from that list. Any candidate who has been disciplined and removed from the list, and is or becomes next in line for promotion, shall have an opportunity to pursue his/her grievance through STEP 4 of the Grievance procedure, and receive an award, and the promotional list will be frozen until said award is received.

(i) Written Examination.

There will be a written examination worth a maximum of forty (40) points, scored from 1 to 100%. The written examination will be professionally prepared from a properly accredited source as determined by the Chief or his designee.

Sixty-five (65%) percent shall be the minimum passing grade. The candidate's percentage score shall be multiplied by forty (40) points to determine the candidate's points for this portion of the promotional procedure.

(ii) Oral Examination.

There shall be an oral examination worth a maximum of twenty-five (25) points scored from 1 to 100 percent. The oral examination shall be conducted by a panel of three (3) police officers, all of whom shall be at least one (1) rank higher in classification than the position for which the examination is being conducted. The three police officers shall be chosen by the Chief with the sole limitation on the Chief's selection authority being that the three officers chosen shall be from police departments located in towns whose borders are more than twenty (20) miles from the Watertown Town Hall Annex.

Sixty-five (65) percent shall be the minimum passing grade. The candidates' percentage score shall be multiplied by 25 points to determine the candidate's points for this portion of the promotional procedure.

(iii) Seniority.

There shall be one and one half (1 ½) points awarded for every full year of full-time service in the Watertown Police Department as of the nearest full month prior to the date of termination, death, or retirement of the employee whose position is being filled or prior to the date of posting for new positions up to a maximum of fifteen (15) points. No credit shall be given for time served as a supernumerary or auxiliary officer, but credit shall be given for time spent on layoff status for so long as a candidate retains seniority as defined in this Agreement.

(iv) Evaluation.

There shall be an evaluation made by the Chief of Police reflecting his opinion of the candidate's fitness to perform the duties of the position sought. The evaluation shall be worth a total of 20 points. Up to 15 points may be given based on the officer's work record and previous evaluations and up to 5 points may be awarded based on the Chief's discretion. Prior to the testing the Chief will provide a form which will indicate the specific criteria evaluated and how the 15 points may be allocated. The five (5) discretionary points shall be awarded by the chief at the beginning of the process and are not subject to challenge or the grievance procedure.

A candidate must receive a passing grade in Section (i), the Written Examination, before passing on to Section (ii), the Oral Examination and must receive a passing grade in Section (ii), the Oral Examination, before passing on to the next phase of the above procedure and before the candidate's name is added to the promotional eligibility list.

(v) Total.

The final score shall be the sum of the scores attained by the candidate in the various parts above as follows:

(i) Written Exam - weight, up to but not more than forty (40) points;

(ii) Oral Examination - weight, up to but not more than twenty-five (25) points;

(iii) Seniority - weight, up to but not more than fifteen (15) points;

(iv) Evaluation - weight, up to but not more than twenty (20) points.

ARTICLE XX
General Provisions

SECTION 1. During the term of this Agreement, the Police Department will furnish the Local Union with an up-to-date department seniority list, for the Union bargaining unit, together with the classification and rates of pay for each employee on such list.

SECTION 2. The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and furnish such additional equipment that will promote the safety and welfare of the Department members.

SECTION 3. No employee shall be required to perform any function normally done by another Town department, agency, or private concern, except in emergency.

SECTION 4. Each employee shall be granted a thirty (30) minute lunch period, as near as possible to normal eating hours, and shall be granted a fifteen (15) minute coffee break twice in each eight (8) hour shift, at the employee's discretion, at such time that may be practical. During such lunch and coffee periods, the employee shall be available in case of emergency.

SECTION 5. Union officers and delegates shall be given time off to attend Union meetings and conventions in the State of Connecticut without loss of pay, providing that at no time shall more than two (2) Union employees be permitted to attend such a meeting without loss of pay, and at no time shall the total aggregate number of days off under the provision exceed Ten (10), per calendar year. No more than one (1) employee per shift shall be granted time off for Union business purposes.

SECTION 6. Within one hundred and eighty (180) days prior to the expiration of this contract, the Union shall meet for the purpose of drafting and presenting a proposed contract to its membership. The President and the Chief shall mutually agree on the date of such meeting; however, the determination of such meeting date shall be made not more than ten (10) days after the request. All on-duty members of the Union shall be permitted to attend such meeting without loss of pay. Such members on duty shall remain on ready alert for necessary police activity.

One (1) on duty employee per shift per division shall be allowed time off with pay for purposes of contract negotiations with the Town.

SECTION 7. Employees shall receive full pay without a loss

of sick leave or vacation time when chosen for jury duty.

SECTION 8. The Town of Watertown agrees to continue the benefits presently enjoyed by the employees which have been approved by the Police Department in the past, not covered by the terms of this Agreement.

SECTION 9. For purposes of (a) length of vacation (not selection of vacation); (b) longevity; and (c) pensions, employees have been and shall continue to be given credit for all continuous unbroken service with the Town.

SECTION 10. Residency: Employees shall be allowed to reside within any Town, which is within 30 minutes travel time, portal to portal, or, if a greater distance, as otherwise approved by the Chief.

SECTION 11. If any article or section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections or portions thereof which shall be valid.

SECTION 12. The Town shall supply to all bargaining unit members at the Town's sole cost and expense, copies of the contract, identification cards, and copies of the Rules and Regulations. Additionally, the Town shall provide in the Police Station a bulletin board for use by the Union.

ARTICLE XXI Evaluation

SECTION 1. The performance of each member of the bargaining unit shall be evaluated annually. This evaluation, to be conducted by the employee's immediate supervisor, shall serve **as** a departmental measurement of performance. Performance evaluation shall be based on work performance. Performance evaluation shall be conducted at least once a year. These evaluations shall be considered for promotions and other special assignments. The Chief, will have the right to decide the system to be used, but agrees to discuss and receive input from the Union, through a designated representative, during the planning stages of said evaluation system.

ARTICLE XXII Management Rights

Except as otherwise limited by an expressed provision of

this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, the determination of the content of job classification; the appointment, promotion, assignment, direction, and transfer of personnel; the suspension, demotion, discharge, or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies. If in the sole discretion of the Town Manager it is determined that extreme civil emergency situations exist, including, but not limited to riot, civil disorders, tornado conditions, floods or similar catastrophes, provisions of this agreement may be suspended by the Town Manager during the time of a declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. In the event of an emergency, The Town Manager shall advise the President and Steward of Local #541, and as soon as is practical, **shall** forward written notice to said individuals.

ARTICLE XXIII Integration of Benefits

All benefits provided by the Town, whether or not a part of this Agreement, shall be integrated, and no employee shall receive more than the Rate of Pay including shift premium pay, if any, as provided herein. All excess benefits over the Rate of Pay including shift premium pay, if any, as provided herein shall be and remain the benefit of the Town of Watertown and shall be signed over to the Town of Watertown in accordance with the procedures established by the Town.

This language shall apply only to sick leave, vacation pay, and short and long term disability insurance benefits.

ARTICLE XXIV Physical Fitness

SECTION 1. Both parties recognize the necessity and importance of officers maintaining the necessary physical fitness to perform police duties. For reasonable cause the Chief may require any employee to obtain a complete physical examination to ascertain that such employee is physically able to perform the

functions of the job. The employee will process the physical through his normal insurance but the town will reimburse the employee for any co-pays.

ARTICLE XXV
Duration

SECTION 1. This Agreement shall be effective ~~as of April 1, 2007~~upon signing with retroactive effect as specifically set forth herein, and shall remain in effect until March 31, ~~2012~~2017. Either party wishing to terminate, amend, or modify such Agreement must **so** notify the other party and shall serve written notice by certified mail not sooner than two hundred (200) calendar days, nor fewer than one hundred and fifty (150) calendar days, prior to such expiration date. Within twenty (20) calendar days of the receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of negotiating such proposed amendment, modification, or termination.

SECTION 2. If neither party gives written notice as provided for in Section 1 of this Article, this Agreement shall be automatically renewed for successive periods of twelve (12) months.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused their presence to be executed in Watertown, Connecticut this the day of , ~~2007~~2014.

TOWN OF WATERTOWN

WATERTOWN POLICE UNION
LOCAL #541, COUNCIL #15,
AFSCME, AFL-CIO

Charles Frigon
Town Manager

Todd Robinson
Pres. Local #541

Chief John Gavallas

Eric R. Brown
AFSCME Council 15
General Counsel

APPENDIX "A"

July 20, 1994

Thomas O'Neil, President
Watertown Police
Local 541, Council #15, AFSCME
Watertown, CT 06795

Re: MPP-15, 7799

Dear Tom:

This letter confirms the agreement we reached to resolve the above prohibited practice charge involving light duty work.

1. Both the Town and the Union recognize the importance of having a light duty work program and the effect such a program can have on the productivity and morale of the employees.

2. The Town will establish a light duty work program for employees returning from worker's compensation as well as for employees returning to work from non-work related injuries.

3. Before assigning an officer to light duty work, the Chief of Police or his designate will meet with the Union President or his designee will meet with the Union individual light duty assignment, including the nature of the assignment, the shift, the hours, the appropriate limitations and other details.

4. Except in extraordinary situations, overtime or special duty work will not be provided to employees on light duty work.

5. Except in unusual circumstances, employees on light duty work will not work outside the Police Department.

6. Except in unusual circumstances, Light Duty Assignments will be between the hours of 6 a.m. and 6 p.m.

7. The Union will withdraw MPP-15, 799.

Please sign and date below to indicate the Union's agreement.

Very truly yours,

John L. Salomone
Town Manager

ACCEPTED AND AGREED TO:
WATERTOWN POLICE LOCAL #541

Thomas O'Neil, President
Date: July 20, 1994

cc: Jon Goliber
D. Charles Stohler, Esq.

**LIGHT DUTY ASSIGNMENT
FOR
WATERTOWN POLICE OFFICERS**

1. Dispatch (Technical Advisor re: Police Complaints.)
2. Maintain "Mug" shot files
3. Perform fingerprinting, maintain fingerprint files (if qualified)
4. Write reports and research issues as directed by management
5. Conduct in-house training programs.
6. Present public safety lectures in schools (i.e. DARE, bicycle safety, traffic safety)
7. Perform general filing and other clerical and administrative duties.
8. Conduct inventories, lost and found property.
9. Conduct traffic survey (speed).
10. Conduct road inspections to be sure intersections and traffic control devices are free of obstructed views.
11. Take minor complaints received at headquarters.
12. Perform telephonic follow-up investigations.
13. Perform data entry (if qualified)
14. Conduct bad check complaint investigations and other select complaint investigations that require telephone follow-up and inside investigations only.
15. Investigate and take statements at police headquarters for police division investigations.
16. Attend required training programs.

APPENDIX "B"

Blue Cross Blue Shield Century Preferred

APPENDIX "C"

Anthem Blue Cross Blue Shield Blue Care Health Maintenance
Organization (HMO)

APPENDIX "D"

Anthem Blue Cross Blue Shield Health Savings Account (HSA)