

AGREEMENT BETWEEN  
TOWN OF WOODBURY  
AND  
AFSCME COUNCIL 4, LOCAL 2693W  
POLICE BARGAINING UNIT  
July 1, 2023 – June 30, 2026

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## **AGREEMENT**

This Agreement is effective as of the 1<sup>st</sup> day of July, 2023 by and between the Town of Woodbury, Connecticut (hereinafter referred to as the "Employer") and AFSCME Council 4, Local 2693W (Police) (hereinafter referred to as the "Union").

## **PURPOSE**

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the creation of an environment in which the Employer and the Union can cooperate to achieve their joint objectives; and the establishment of rates of pay, hours of work, working conditions and other terms and conditions of employment.

## **ARTICLE I** **RECOGNITION**

Pursuant to an election held under the auspices of the Connecticut State Board of Labor Relations on May 17, 1990 and certification thereafter, in case ME-12, 904, Decision #2806, the Employer agrees to and hereby does recognize the Union as the exclusive representative of all permanent employees in the employ of the Town as Police Officers, excluding Resident Connecticut State Troopers, part-time employees, and temporary employees.

Members of the bargaining unit shall be known and addressed as Police Officers. This title and designation is not intended to and will not change the authority, powers and duties and benefits of the employees, or their relationship with the town government or the citizenry. Woodbury Charter Section 608B.1 and the Connecticut General Statutes, Chapter 95, Sections 7-87 through 7-97, and all such other laws, statutes, ordinances and regulations where the term "constable" is used shall continue to apply to the employees in the same manner as prior to the adoption of this change of title. This section further is not intended to and does not have the effect of creating a regular paid police department for the Town of Woodbury.

**ARTICLE II**  
**UNION SECURITY**

1. All employees in the unit who are members on the effective date of this Agreement, or who agree to become members after that date, shall pay monthly dues to AFSCME Council 4, Local 2693W.
2. All employees in the unit who are not members on the effective date of this Agreement may pay AFSCME Council 4, Local 2693W each month a service charge as a contribution toward the cost of administering and negotiating this Agreement and servicing of grievance provisions, or they may choose not to pay the Union a service fee. This monthly payment shall commence thirty (30) days after the date of hire of the new employee.
3. Dues Check-Off - Upon receipt of individual written authorization from bargaining unit members, the Employer agrees to deduct Union dues or a service fee monthly from earned wages and remit promptly to AFSCME Council 4, Local 2693W, at its current address not later than the last day of each month. The Union agrees to indemnify and to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Union for the purpose of complying with the provisions of this Article.
4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the provisions of this Article, or in reliance on any list, notice or assignment furnished under any such provisions.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

Except as specifically set forth in this Agreement, the management of the Police Officers, the manning of the duty and the direction of the working forces will vest solely with the Employer, including the right to appoint, hire, transfer, promote, discipline or discharge for proper cause, establish and maintain standards of safe, efficient operations, relieve employees from duties because of lack of work and determine schedules and areas of operation. If not specifically set forth in this Agreement, there shall be no abridgment or diminution of any function, authority, right or responsibility of the Employer. No action taken by the Employer with respect to such function, authority, right or responsibility, unless in violation of a specific provision of this Agreement, shall be subject to grievance and arbitration provisions of this Agreement.

**ARTICLE IV**  
**NO DISCRIMINATION**

There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee in violation of applicable Federal or State Statutes or by reason of Union membership or Union activities or lack of either by the Union or by the Employer.

**ARTICLE V**  
**PROBATIONARY EMPLOYEE**

1. Newly hired employees shall be considered probationary for a period of one year from the date of hire. In order to complete the probationary period, the officer must have completed no less than five calendar months of actual fieldwork.
2. During or at the end of the probationary period, the Employer may discharge any such probationary employee at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
3. Upon successful completion of this probationary period, an employee's vacation time shall be accrued retroactively to the date of his or her last hire. Accrued sick leave may be used, if necessary, during the probationary period.

**ARTICLE VI**  
**PERMANENT EMPLOYEE**

A permanent employee is a full-time employee who has successfully completed his or her probationary period and is referred to in this Agreement interchangeably as "permanent employee", "employee", "full-time employee", or "regular employee".

**ARTICLE VII**  
**SENIORITY**

1. Seniority is defined as the total continuous length of service in the bargaining unit since the employee's last date of hire with the Employer.
2. An employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the date of his/her last hire.

3. An employee's seniority shall be lost and all rights under this Agreement and his/her employment with the Employer shall be terminated when he/she:
  - a) Quits voluntarily or retires.
  - b) Is discharged for proper cause.
  - c) Exceeds an official leave of absence, unless he/she is unable to notify the Employer prior to such expiration of his or her inability to return to work for satisfactory reasons.
  - d) Fails to return to work on recall from layoff within ten (10) days after the Employer has sent notice to him or her by certified letter or express mail to the last address furnished to the Employer by the employee.
  - e) Is absent, except in case of layoff, for three (3) consecutive working days without notifying the Employer by telephone or otherwise, unless he/she furnishes to the Employer an adequate reason for his or her failure to work.
  - f) Is laid off for a period of twelve (12) consecutive months.
4. An employee transferred out of the bargaining unit to other employment with the Employer shall retain seniority but shall not accumulate any further seniority while outside the bargaining unit. Upon his or her return to the bargaining unit, he/she will start to accumulate time toward his or her seniority provided that transfer did not exceed a period of two (2) years.
5. When it becomes necessary to lay off employees because of lack of work, such layoffs shall be made within the job classification in question in the following order of preference:
  - a) Probationary employees.
  - b) Full-time employees with least seniority.
6. Recall will be in order of seniority with the employee with the greatest seniority being recalled first.
7. New positions and/or job vacancies shall be offered to employees with the greatest seniority providing the individual has the necessary qualifications. Qualifications shall be determined by the Employer.

**ARTICLE VIII**  
**HOLIDAYS**

Full-time employees shall be entitled to the following regular paid holidays for which they will be paid eight and one-half (8½) hours pay at their regular hourly rate of pay.

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth National Independence Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

It is agreed that in lieu of designated holidays listed above, Police Officers will be granted equivalent time off with pay and shall be subject to the provisions of Article IX when requesting the time off. In addition to receiving equivalent time off with pay, full-time police officers who work on New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, Fourth of July and Labor Day shall receive one and one-half times (1.5) their regular rate of pay for each hour worked on these designated holidays.

**ARTICLE IX**  
**ADVANCE NOTICE OF TIME OFF**

The parties recognize that the desires of the employees for holiday and vacation days may conflict with the desires of other employees and the needs of the Town for scheduling comprehensive police coverage. It is understood that all requests for time off are subject to the scheduling needs of the Town, provided that no employee will be required to forfeit time off because of unusual scheduling needs of the Town which the employee could not reasonably anticipate. It is further agreed that employee requests for holiday and vacation days off will proceed as follows:

1. Police Officers will be credited with the holidays provided for in Article VIII on January 1 of each year. Holidays shall be subject to approval as

provided below. If an employee separates from employment having extra holidays accrued utilizing the accrual system the employee will be paid out for unused, earned days. If the employee separates from employment having taken extra holidays compared to what the employee would have earned under the accrual system, the employee will reimburse the Town for the extra days taken. There shall be no carryover of holidays from one year to the next.

2. Request for time off in lieu of a holiday should be submitted at least two (2) weeks prior to the date requested. If more than one (1) employee has requested the same day off, the senior employee who submitted his or her request at least two (2) weeks in advance will be given preference, if possible. Requests submitted less than two (2) weeks in advance will be granted if possible, but no preference for seniority will be given. The supervisor shall notify the bargaining unit member as soon as possible of either acceptance or rejection, but no later than five (5) days prior to the requested day off, so long as the two (2) week notice was adhered to. If rejection is not received within the aforementioned response time, then the day off request shall be assumed to have been approved.
3. Requests for vacation shall be submitted at least four (4) weeks prior to the vacation day or to the first vacation day requested, if multiple days are requested. If more than one employee has requested vacation on the same day or days, the senior employee who submitted his or her request at least four weeks in advance will be given preference, if possible. Requests submitted less than four weeks in advance will be granted if possible, but no preference for seniority will be given. The supervisor shall notify the bargaining unit member as soon as possible of either acceptance or rejection, but no later than fourteen (14) days prior to the requested vacation time off, so long as the four (4) week notice was adhered to. If rejection is not received within the aforementioned response time, then the day(s) off request shall be assumed to have been granted. Any vacation planned and disclosed prior to the bidding process shall be granted in accordance with the other provisions of this Agreement.

## **ARTICLE X** **VACATIONS**

1. The standard vacation year shall run from January 1 to December 31 with an employee's vacation time computed on the basis of his/her anniversary of employment. Vacation days may be taken consecutively or otherwise, but the time for taking them must be approved in advance by the First Selectman or his/her designee and shall be subject to the provisions of



Article IX when requesting the time off. Vacation days must be taken in units of full days. Any employee who leaves the Town employ shall be entitled to pay for any vacation time due him or her.

2. Vacation time shall accrue as follows:
  - a) For employees with less than five (5) years' service, 5/6 vacation days shall accrue every calendar month of service (10 working days annually).
  - b) For employees with between five (5) and ten (10) years of service, 1 and 1/4 vacation days shall accrue every calendar month of service (15 working days annually).
  - c) For employees with more than ten (10) years service, 1 and 2/3 vacation days shall accrue for every calendar month of service (20 working days annually).
3. No vacation time shall accrue for employees who are on leave of absence without pay. Vacation time shall accrue for the first twelve (12) months in which the employee is on Workers' Compensation or other disability compensation.
4. No more than fifteen (15) vacation days may be carried from one vacation year to the next. Maximum accruable vacation time is thirty (30) days.
5. The Employer reserves the right to allow only one (1) employee to be on vacation in any week.

**ARTICLE XI**  
**SICK LEAVE AND FUNERAL LEAVE**

Sick leave with pay shall be granted to all employees in accordance with the following provisions:

1. Sick leave shall accrue at the rate of one and one-quarter (1¼) days per full calendar month of employment (15 days annually). No sick leave shall accrue when an employee is on an unpaid leave of absence for more than three (3) days.
2. Employees must notify their supervisor as far as in advance as possible of his or her inability to report for work.

3. Sick leave will only be granted for personal sickness or physical incapacity resulting from causes beyond the employee's control for which compensation is not payable under the terms of the Workers' Compensation Act of the State of Connecticut. The Employer's representative may require a physician's certificate or other proof of illness.
4. No sick leave shall be granted in case of an injury to an employee when he/she is engaged in outside employment or occupational illness attributed thereto.
5. Unused sick leave is not payable on termination except for an employee who, upon separation of employment, is eligible for retirement under the terms of the Town's pension plan. Upon retirement an employee will receive one-quarter (1/4) day's pay for each day of unused sick leave.
6. Sick leave may be taken in hourly increments.
7. Employees must first exhaust all their available paid leave before becoming eligible for time from the sick leave bank as referenced in the parties' July 1, 2004 Side Letter contained within Appendix II.
8. Funeral Leave. Sick leave may be granted if there is a death in the immediate family of the employee with three (3) days permitted for each such death with the exception of the death of a spouse when five (5) days will be granted. The immediate family shall mean father, mother, spouse, son, daughter, brother, sister, stepchildren, step parents, mother-in-law, father-in-law, grandfather, and grandmother of the employee. In the event of the death of a brother in-law, sister-in-law, aunt or uncle, one (1) day shall be permitted.

## **ARTICLE XII**

### **PERSONAL LEAVE**

A full-time employee is allowed three (3) paid personal leave days per calendar year. These days may be used for personal business or the observance of religious holidays. An employee is eligible to take these days upon completion of the one-year probationary period. Personal leave days do not accumulate from year-to-year and if not used by December 31st they will be lost. Three (3) personal days will be credited to each permanent employee January 1st of each year. (When possible, requests for personal leave days shall be made to department heads two (2) working days in advance of the date of the requested day.) Personal leave days may be taken in hourly increments.

**ARTICLE XIII**  
**LEAVE OF ABSENCE**

1. Employees who are regularly scheduled to work more than 1,250 hours per year may request FMLA leave for any of the following reasons:
  - a. For the birth of a child and to care for the new born child;
  - b. For the adoption of a child, for the placement of the child by foster care;
  - c. To care for the employee's spouse, child or parent with a serious health condition; and
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
2. The First Selectman will determine whether the requested leave is justifiable based on medical or legal documentation supplied along with the request.
3. The FMLA leave shall not exceed a twelve-week period within any twelve-month period.
4. The leave specified in Section 1 shall be unpaid; however, the Town shall continue at its expense, the medical insurance coverage program that the employee had prior to the leave provided that the employee shall be required to pay his/her share of medical premiums while on leave.
5. An employee may make a written request to the First Selectman for a leave of absence not to exceed one year because of compelling circumstances. The First Selectman will determine whether the requested leave of absence should be recommended to the Board of Selectmen for approval. Leaves of absences granted under this Section 5 shall be unpaid. Employees absent on an approved leave under this Section may continue their group health insurance at their own cost.
6. Employees shall not earn or accrue fringe benefits, including but not limited to sick leave or vacation, during any leave approved under this Article.
7. Any employee who fails to return to work as scheduled following the expiration of a leave of absence approved under this Article shall be deemed to have voluntarily resigned his or her employment.

8. The Town shall comply with the provisions of the Federal Family and Medical Leave Act (“FMLA”). FMLA leave shall run concurrent with any time out of work including, but not limited to, while on workers’ compensation leave, sick leave or other paid leave.

**ARTICLE XIV**  
**SPECIAL LEAVES OF ABSENCE**

Military leave not to exceed two (2) working weeks shall be granted permanent employees to serve in the National Guard or other reserve components of the Armed Forces. An employee shall receive the difference between his or her military gross pay and his/her regular pay if the military pay is less than his/her regular pay. Employees called to active duty in the Armed Forces may request a leave of absence in accordance with Article XIII above. Employees will be provided military leave in accordance with applicable Connecticut and federal law.

**ARTICLE XV**  
**JOB CLASSIFICATION AND WAGES**

1. Employees hired after July 1, 2004 shall be paid according to their job classification as follows:

Grade A Officer (Top Grade)  
Grade B Officer  
Grade C Officer  
Probationary Officer  
Recruit in Academy (Lowest Grade)

All employees hired before July 1, 2004 shall be classified as Grade A Officers.

2. All individuals who are enrolled in the Police Officers Standard Training (POST) Academy upon hire will receive the rate of pay provided for this position as set forth below. This Collective Bargaining Agreement shall not apply to individuals enrolled in the POST Academy. Upon successful completion of the POST Academy, all Officers will serve a twelve (12) month probationary period pursuant to Article V and shall be classified as a Probationary Officer and receive the rate of pay provided for this position as set forth below.

3. Upon successful completion of the twelve (12) month probationary period, the Officer shall advance to a Grade C classification and receive the rate of pay provided for a Grade C officer.
4. Upon successful completion of twenty-four (24) months of satisfactory service in the Grade C classification, the Officer shall advance to Grade B classification and receive the rate of pay provided for a Grade B officer.
5. Upon successful completion of twenty-four (24) months of satisfactory service in the Grade B classification, the Officer shall advance to a Grade A classification and receive the rate of pay provided for Grade A.
6. An Officer who is hired with work experience as a certified Police Officer for a Connecticut municipality may be given credit for such work experience in designating a grade classification for the Officer, provided that no lapse in State certification has occurred. The maximum classification that a newly hired Officer may obtain shall be at the discretion of the Town. Except for the rate of pay, the Officer will be subject to all other requirements contained in this Collective Bargaining Agreement including, without limitation, the probationary employee status referenced in Article V.
7. Wages for Step Grade: The hourly rates of pay for Department Personnel will be as follows:

	7/1/23 (3.0%)	7/1/24 (3.0%)	7/1/25 (3.0%)
Grade A Officer	\$41.02	\$42.26	\$43.52
Grade B Officer	\$38.96	\$40.13	\$41.34
Grade C Officer	\$36.53	\$37.63	\$38.76
Probationary	\$34.52	\$35.55	\$36.62
Recruit/Academy	\$31.30	\$32.24	\$33.21

8. Longevity of service in the bargaining unit will be recognized as follows:
  - a) After five (5) years of completed service, a \$450 payment will be given annually to the employee.
  - b) After ten (10) years of completed service, a \$550 payment will be given annually to the employee.
  - c) After fifteen (15) years of completed service, a \$650 payment will be given annually to the employee.

- d) After twenty (20) years of completed service, a \$750 payment will be given annually to the employee.

Longevity checks for eligible employees will be distributed during the first payroll period in November. Longevity pay shall be paid in a check separate from bi-weekly pay.

No employee hired after July 1, 2012 shall be entitled to any longevity payment.

9. Shift differential of one dollar (\$1.00) per hour to be paid for all hours denoted as evening shift. Shift differential of one dollar and twenty-five cents (\$1.25) per hour to be paid for all hours denoted as midnight shift.

## **ARTICLE XVI**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1. The Union may appoint a shop steward. The Employer will confer with such steward from time-to-time as grievances or disputes of matters of mutual interest arise.
2. A grievance shall be defined as any controversy or claim between any employee and the Union on one hand and the Employer on the other, arising out of or relating to the interpretation, application or breach of this Agreement and shall be processed and disposed of in the manner listed below. Before any employee initiates any appeal or grievance procedure, he/she must first discuss the matter or such appeal or grievance with his or her immediate supervisor and the steward. Failure to do so can be considered grounds to waive the grievance.

STEP 1 - Any grievance shall first be presented in writing to the First Selectman and the Resident Trooper within ten (10) working days after the Union knew or reasonably should have known of the event giving rise to the grievance. Within five (5) working days after the receipt of the grievance by the First Selectman, her or his designee shall meet with the grievant and the Union Steward for the purpose of resolving the grievance. The First Selectman shall have final authority to resolve or deny any grievance at this level.

STEP 2 - If the grievance is not resolved within five (5) working days after such meeting, the grievant may request the Union business representative to present such grievance in writing within five (5) working days thereafter to the First Selectman. Within five (5) working days after the receipt of said

grievance, the First Selectman shall meet with the Union Steward and/or representative.

STEP 3 - If the grievance is not resolved to the satisfaction of the grievant within five (5) working days after such meeting with the First Selectman in Step 2, the grievant, or the Union representative may file for mediation by the Connecticut State Board of Mediation and/or Arbitration.

STEP 4 - If the grievance is not resolved to the satisfaction of the grievant within five (5) working days after such meeting with the First Selectman in Step 2 or mediation in Step 3, if applicable, the Union representative may within thirty (30) days after receipt of the First Selectman's decision or conclusion of mediation, if applicable, submit said grievance for arbitration to the American Arbitration Association or by mutual agreement to the State Board of Mediation and Arbitration.

3. The arbitration shall be conducted under the rules of the forum selected by the parties. The request for the arbitration shall set forth the nature of the grievance. It shall state the specific provisions of this Agreement which are claimed to be involved.
4. The opinion and award of the arbitrator shall be in writing and the award shall be final, conclusive and binding upon the Employer, the Union and the employees covered by the Agreement.
5. The arbitrator shall have jurisdiction only over grievances defined in Section 2 of this Article and shall have no power or authority to add to, subtract from, or modify in any way the terms of this Agreement.
6. Time limits provided under Steps 1, 2, and 3 above may be waived only by mutual agreement in writing. All time limits specified in this Article shall be deemed to be exclusive of Saturday, Sunday and paid holidays.
7. When an employee is required to attend arbitration or grievance hearing as a grievant, he/she shall not lose any pay for such attendance provided that the parties shall seek to schedule all such hearings insofar as reasonably possible during non-work hours.
8. The First Selectman may designate in writing one or more individuals to carry out the grievance procedure responsibilities.
9. All fees and expenses for the forum selected by the parties shall be borne equally by the Employer and the Union.

**ARTICLE XVII**  
**DISCIPLINARY ACTION**

1. The employer may reprimand, suspend without pay or dismiss any employee, for just cause for such reasons as, but not limited to the following:
  - a. Dishonesty in the performance of duties.
  - b. Consumption of alcohol or the illegal use of drugs on the job.
  - c. Recklessness on the job.
  - d. Inefficiency.
  - e. Habitual tardiness or absenteeism.
  - f. Performing remunerative services for others during working hours.
  - g. Refusal to perform normal quantity and quality of work.
  - h. Failure to obey a reasonable order either written or oral provided that nothing in this Section shall be construed to require an employee to commit an unlawful act.
  - i. Use of abusive language to a supervisor or to the public.
  - j. Conviction of a crime involving moral turpitude.
  - k. Fraudulently obtaining sick leave.
  - l. Any other conduct materially impairing the efficiency with which the Town government provides services to the citizens.
2. A copy of any written reprimand will be placed in the employee's personnel folder and a copy forwarded to the Union.
3. Any employee suspended or dismissed under the provisions of this Article shall be given written notice by the First Selectman stating the reasons for suspension or dismissal and the effective date of the suspension or dismissal. Any employee terminated from employment pursuant to this Article XVII will not be paid for any accrued but unused vacation time that was earned during the year of separation of employment.
4. EMR or higher level of certification is a condition of employment, provided the Town shall pay the cost of maintaining same.

**ARTICLE XVIII**  
**NO STRIKE/NO LOCKOUT**

1. No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work or other interference with the operations of the Employer.



2. The Union, its officers, agents, representatives and members shall not in any way condone or lend support to any such conduct or action.
3. The Employer shall not engage in a lockout during the term of this Agreement.
4. Participation in any of the foregoing prohibitive acts by any regular employee or employees shall be cause for suspension or discharge under this Agreement.

**ARTICLE XIX**  
**MEDICAL AND INSURANCE BENEFITS**

**Active Employees**

The Employer will provide group health insurance benefits described below to eligible employees and their dependents. Eligibility to participate in the group plan shall be governed solely by the terms of the insurance contract. Group health insurance provided under this Agreement shall be comparable to the following:

1. During the July 1, 2023 – June 30, 2026 Contract Years

Employees shall be offered benefits under the HSA Plan (\$2,500/\$5,000) with benefits described in Appendix III.

The Town shall fund thirty-five percent (35%) of the deductible cost.

The Town shall fund its deductible contribution in two (2) installments, the first in the first payroll in July and the second in the first payroll in January of each contract year.

2. Dental Plan without orthodonture. This coverage will be available to the employee, his/her spouse and children as defined in the insurance contract.
3. Life Insurance Policy equal to one and one-half times (1.5) the base salary of the employee.
4. Connecticut Workers' Compensation Coverage for the employee.
5. Long term disability coverage shall be in the amount of the policy in effect at the time disability occurs offset by other qualified sources of Town-sponsored income. Such plan has a six (6) months' elimination period and

receipt of benefits is subject to the terms and conditions of the insurance contract. To be eligible for this coverage, an employee must be on full-time status for six months prior to the disability.

The Town reserves the right to provide comparable coverage to the foregoing plans. The Town may also provide insurance in addition to the plans listed in this section, but shall not be required to continue to provide such additional insurance, and may at any time withdraw such additional insurance, provided that at all times the insurance coverage listed here, or comparable coverage, is continued.

6. The officer shall contribute to the cost of health insurance premiums for medical surgical and hospital benefits, dental and prescription drug benefits as follows:

<u>Year</u>	<u>Premium Sharing Percentage</u>
July 1, 2023 - June 30, 2024	20%
July 1, 2024 - June 30, 2025	20%
July 1, 2025 - June 30, 2026	21%

7. Bargaining unit members who are eligible for health and dental insurance coverage by the Town may elect to waive their right to receive such coverages by notifying the Town each year during the open enrollment period. For each year that such waiver is elected, the Town will pay the employee based on the coverage the employee could have elected to receive as follows: \$900 for single, \$2000 for couple, and \$3000 for family. In order to be eligible for this annual opt out payment, the employee must provide evidence of similar coverage under another group health benefit program, and must provide the Town with substantiation of his/her eligible dependents each year. If an eligible employee has waived his or her health and dental insurance coverage for a given year and does not notify the Town of his or her selection for the coming year, the waiver will remain in effect. Payment for the waiver will be made at the end of the plan year. (Last pay period in June).

An eligible employee choosing to waive their medical insurance coverage shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in “family status” as defined under the health and dental insurance plans. An employee wishing to change this waiver option must give the Town at least fifteen (15) days advance written notice.

## **Retirees**

1. The Employer will provide all full-time Police Officers who were hired on or before June 30, 2004 and who retire under the Rule of 75 referenced in Article XX, paragraph 4, with individual retiree health insurance coverage until the employee becomes 65 years old, provided the employee is at least 55 years old when he or she retired under the Rule of 75 and further provided that the retiree shall be required to contribute to the health insurance premiums in the same amount as active employees as such amount may change from time to time. The retiree health insurance coverage shall be the same as the health insurance coverage provided to active employees and shall be provided to the individual retiree only and not his or her spouse or family. The Town shall not make any contributions towards the deductible costs for such coverage. For all full-time Police Officers hired on or after July 1, 2004, but before July 1, 2017, the Employer will provide the same individual retiree health insurance coverage that it provides for individuals hired on or before June 30, 2004, except that the retiree must be at least 55 years old when he or she retires under the Rule of 75 to be eligible for such coverage.
2. Once the employee, who has regularly retired, is eligible for Medicare coverage, the Town shall provide, without cost to the employee, the medical supplemental riders to the employee. If the employee wishes to include his/her spouse with this coverage, the employee must pay one hundred (100%) percent of the difference in premium between that of the employee/spouse coverage, and that of the employee only coverage. Any employee hired on or after July 1, 2017 shall not be eligible for any post-employment medical benefits provided by the Town.
3. For employees hired on or after July 1, 2017, the Town agrees as follows: Once the employee, who has regularly retired, is eligible for Medicare coverage, the employee may purchase Medicare supplemental coverage at the Town's group rates, provided the employee pays 100% of the premiums.
4. The parties acknowledge that the Town's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees, beneficiaries, dependents, or other individuals following their separation from employment.

**ARTICLE XX**  
**PENSION**

1. The Employer agrees to maintain in effect for the duration of this Agreement the Town of Woodbury Pension Plan, updated as of July 1, 2014.
2. The Pension Booklet will be furnished to all employees and a spokesman will be provided to explain the benefits of the pension to the employees.
3. Town agrees to create an IRS 125 account (pre tax) for pension contributions.
4. Pension, Article 3, Sections 3.1 and 3.1(a) "Normal Retirement Date", change to reflect that an Officer that meets the rule of 75 can retire at that time and does not have to be employed until age 55.

**ARTICLE XXI**  
**UNION ACTIVITIES**

1. No employee shall engage in any Union activity during his/her working time except as otherwise specifically provided in Article XVI of this Agreement.
2. The representative of the Union will have reasonable access to the Town offices in order to investigate grievances in accordance with the grievance procedure contained in Article XVI of this Agreement provided that he or she first gives reasonable notice to the First Selectman or his/her designee.

**ARTICLE XXII**  
**UNIFORMS AND EQUIPMENT**

1. The Town shall provide the uniforms and equipment for each full-time Police Officer as listed in Appendix I. Such uniforms and equipment, regardless of whether originally supplied by the Town or supplied by the employee, shall be made available to employees employed on the date of the execution of this Agreement on a replacement basis and in the future as they become excessively worn. Each employee shall supply the Employer on said date, a complete inventory of said uniforms and equipment.
2. The Town shall provide for all repairs or replacement of uniforms and equipment damaged in the line of duty not attributed to the negligence of

the employee. The Town shall provide for the dry cleaning of uniforms.

3. Watches damaged or lost in the line of duty not attributed to the negligence of the employee shall be repaired or replaced by the Employer for an amount not to exceed \$75.00 provided such loss or damage is reported to the First Selectman or his/her representative within twenty-four (24) hours of the time it occurred.
4. Use of Vehicles – The Police Officer may use the patrol car assigned to him or her by the First Selectman or his/her designee while off duty, and within the State of Connecticut, provided that the Officer maintains contact by radio or cellphone while using said patrol car. Officers will return their assigned patrol car to the Police Department when they are out of work for one (1) week or more. The Town will make arrangements to provide transportation to/from the home of any Police Officer who needs it and provides advance notice.
5. Eye glasses or contact lenses damaged while in the line of duty shall be repaired or replaced by the Employer for an amount not to exceed two hundred dollars (\$200.00) provided such loss or damage is reported to the First Selectman or his/her representative within twenty-four (24) hours of the time it occurred.
6. The Town shall pay each officer three hundred dollars (\$300.00) for a shoe allowance on or before August 1<sup>st</sup> of each year.
7. The change of summer/winter uniforms will be as follows:  
Summer uniform – On April 15<sup>th</sup> police officers shall have the option, but not be required, to wear the summer uniform. Police officers shall be required to wear the summer uniform by May 15<sup>th</sup>;  
Winter uniform – On October 15<sup>th</sup>, police officers shall have the option, but not be required, to wear the Winter uniform. Police Officers shall be required to wear the winter uniform by November 15<sup>th</sup>.

**ARTICLE XXIII**  
**MINIMUM COVERAGE**

1. Whenever possible, the Town shall assign a minimum of two (2) officers per regular shift. Manning may be accomplished with full-time and part-time officers. The State Trooper, if any, and the Resident State Trooper shall count toward this two-member minimum.
2. When the minimal staffing specified in Paragraph 1 is not possible, and the

staffing on any shift is less than one (1) officer, excluding the Resident State Trooper, the Town shall have the authority to assign involuntary overtime. The Town will seek volunteers before assigning such overtime. The Town will maintain a list, based on reverse order of seniority, that will be used to ensure that the involuntary overtime will be assigned on a rotating basis.

The Union and the Town will discuss guidelines for implementing this order in policy.

**ARTICLE XXIV**  
**HOURS OF WORK AND OVERTIME**

1. Regular working hours shall be 2040 per year. The normal work week shall commence Monday 12:01 a.m. and terminate Sunday at 12:00 midnight. The work schedule shall be fourteen (14) days.
2. Each hour worked in excess of eight and one-half (8½) hours in one day or in excess of eight and one-half (8½) hours in any twenty-four (24) hour period shall be deemed "overtime" and shall be paid for at the rate of one and one-half times the employee's regular straight time hourly rate. Hours worked in excess of the assigned scheduled shifts in a 14-day period shall be paid at the rate of one and one-half times the employee's regular hourly rate. In no event shall more than one (1) overtime payment be made for the same hours worked, and there shall be no pyramiding of overtime. Notwithstanding the above, an officer may elect to receive compensatory time in lieu of overtime pay at the rate of one and one-half (1½) hours for each hour of employment up to a maximum of 240 hours.
3. Employees are expected to work overtime when such work is required by the Town. The Town shall offer overtime assignments on a rotational basis.
4. Unless otherwise agreed between the parties the regular work schedule per shift shall be as follows:

- |             |                     |
|-------------|---------------------|
| 1) Midnight | 2300-0730           |
| 2) Day      | 0700-1530           |
| 3) Evening  | 1500-2330           |
| 4) Swing    | 0700-1530/1500-2330 |

The employee is expected to be at the police office at the beginning of his or her shift unless an emergency or situation requiring police attention occurs while the officer is traveling to the police office. In such a case, the officer shall notify the police office of the situation; the officer will receive pay for

such emergency time prior to the beginning of the shift, including overtime compensation if required by this Agreement.

5. There shall be a paid meal period of thirty minutes for each shift. However, an officer shall be expected to perform work on an emergency basis during his or her meal period as needed.

Assignments of employees to the shifts will be as follows:

**Bid Shift Scheduling:** Officers shall have the choice of selecting their shifts according to seniority. Shift selection shall take place every three (3) months. On or before the fifteenth (15th) day of the third month of the current schedule, each officer shall submit to his or her supervisor his/her choice of shift assignment for the next three-month period. Shift choice may be denied or limited for disciplinary reasons subject to just cause. Probationary officers may be assigned an alternate shift by the First Selectman or his/her designee. The quarterly schedule shall be posted at least seven (7) days prior to the schedule's effective date.

**Midnight Shift (2300-0730):** Each full-time police officer assigned to the Midnight Shift will be scheduled for five (5) consecutive work days with two (2) days off, and then five (5) consecutive work days with three (3) days off.

**Day (0700-1530) and Evening (1500-2330) Shifts:** Each full-time police officer assigned to the Day Shift and Evening Shift will be scheduled for two periods of fifteen (15) days consisting of five (5) days of work with two (2) days off and five (5) days of work with three (3) days off.

**Swing Shift (0700-1530/1500-2330):** Same as Day and Evening Shift Schedule. Schedule may be adjusted to accommodate schedule changes. Shift schedule divided by two (2) shifts in one week.

6. The schedules set forth in paragraph 5 above are not to be considered guarantees of specific working days and hours, however, they shall not be changed for the sole purpose of not paying overtime.
7. Officers who are called in and assigned to work overtime on a non-contiguous basis shall be guaranteed four (4) hours of straight time regardless of the time worked, or the actual time worked at the overtime rate, whichever is greater. Notwithstanding the above, the officer shall not be required to stay the full four hours, and shall be able to secure once the reason for the call in has ended. "Non-contiguous", for purposes of this section, means call-in hours not immediately before or after a regularly scheduled shift.

8. The Town will not require officers to work "special duty police", "extra police" or other private duty work as defined in Article XXV, Section 3. Overtime in this definition shall be offered to Woodbury Police Officers on a rotational basis.
9. For the purposes of this Article, any in pay status days, such as vacation, holidays, sick, personal, and training days shall be considered "work" time for the purposes of computing overtime.
10. Part-time employees shall have the right to take any open shift at or prior to the time the schedule is posted. Full-time employees shall have the first right to any openings the Town needs to fill which occur after the schedule is posted.

**ARTICLE XXV**  
**GENERAL PROVISIONS**

1. All employees shall have the right to review their personnel files upon reasonable request to the First Selectman at such time the Town offices are open to the public. Such request shall be granted within seven (7) days of the date of a written request to the First Selectman.
2. Any employee shall have the right to hold a part-time job outside of the position as Police Officer providing the part-time job held is not one which is in conflict with his or her full-time position or is a conflict of interest or reduces the efficiency of his/her Police Officer position or that of the other Police Officers. Employees who elect to work part-time jobs shall inform the First Selectman or his/her designee of the nature of said job and conditions of its performance. It is understood that the employee shall be subject to call for duty at any time deemed necessary by the First Selectman or his/her designee. Any employee whose outside employment is determined to be interfering with the performance of the employee's regular duties in the employment of the Employer shall vacate said additional employment or be subject to dismissal. For purposes of the previous section, outside employment does not include special duty police, extra police or other private duty work as defined in Article XXV, Section 3.
3. Police Officers shall have the right to undertake any private duty work as a part of the right to hold a part-time job provided that in no event will an Officer be permitted to utilize paid time off or compensatory time in order to work a private duty or other part-time job if doing so would require the Town to pay another police officer overtime pay. Such private duty work



shall occur during off duty hours for some other party or entity other than the Employer. The Employer agrees to administer the clerical procedure of consignment and collection of charges for a service fee to be added to the hourly rate charged by the Police Officers. Such work is not considered part of regular Police Officer work under this Agreement and the hours worked on such part-time assignments shall not be included in the calculation of hours for overtime purposes under this Agreement. The private duty rate shall be one and one-half times the then current full-time officer hourly rate under this Agreement. As in the case of all part-time work, it is understood that the employee shall be subject to call for duty at any time deemed necessary by the First Selectman or his/her designee.

4. All Officers assigned to private duty shall be compensated by the Town at the rate of time and one-half (1½), with a minimum of four (4) hours pay, based upon the Officer's hourly rate. In the event an Officer is scheduled to work a "private duty" assignment, and said assignment is canceled, notification of this cancellation must be received by the scheduling authority at least twelve (12) hours prior to the starting time. If notification is not received at least twelve (12) hours prior to the starting time, the assigned Officer shall receive four (4) hours of overtime pay.
5. All private duty in the Town will be offered as follows: (1) full-time Woodbury police officers; (2) part-time Woodbury police officers; (3) police officers from other Towns with which Woodbury has agreements concerning private duty work; (4) all Connecticut State Police.
6. If the provisions in the State Administration and Operations Manual conflict with the provisions contained in either the Collective Bargaining Agreement or the Town's personnel policies, the provision of the Collective Bargaining Agreement and the Town's personnel policies shall apply.

#### **ARTICLE XXVI** **AMENDMENT**

It is understood and agreed by and between the parties hereto that this Agreement does and shall constitute the sole, only and entire Agreement between the parties in respect to rates of pay, hours of work and conditions of employment; and further, that this Agreement cannot and shall not be changed or modified in any way whatsoever unless such change or modification shall first be specifically reduced to writing and signed by officers of both parties authorized to do so.

**ARTICLE XXVII**  
**COPY OF AGREEMENT**

The Employer agrees to furnish each employee covered by this Agreement with a copy of such Agreement. If printed commercially, it will bear the Union label.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE AND MISCELLANEOUS**

1. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement, that no portion thereof and provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein separately and apart from the other.
2. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions in this Agreement.

**ARTICLE XXIX**  
**DURATION**

This Agreement shall be effective as of July 1, 2023 and shall remain in effect until midnight June 30, 2026 and from year-to-year thereafter, unless either party gives 150 days written notice prior to June 30, 2026 or June 30 in any year thereafter of its desire to modify or terminate this Agreement. In the event of such notice given the parties shall meet during such 150 day period for the purpose of negotiating the terms and conditions of a new agreement.


**SIGNATURE BLOCK**

IN WITNESS WHEREOF, the parties hereunto have caused their duly authorized representatives to affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 2023.

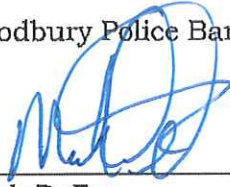
For the Town of Woodbury:

For AFSCME Council 4, Local 2693W:

  
Barbara Perkinson 7/3/23  
First Selectman

  
Kelly Rommel 7/11/23  
Its' Representative

Woodbury Police Bargaining Unit:

  
Mark DeFeo 7/14/23  
Its' Chapter President

**APPENDIX I**  
**UNIFORMS AND EQUIPMENT**

It is hereby agreed that those items listed below shall be considered "illustrative" only, and items listed herein may be replaced, upgraded, and/or added or deleted to as determined by the Town, based on its bidding procedure, or by mutual agreement between the Police Officers and the Town.

- a) 6 summer shirts  
6 winter shirts
- b) 4 summer pants  
4 winter pants
- c) 1 winter coat  
1 nylon jacket
- d) 1 winter hat  
1 summer hat
- e) 1 raincoat, 1 rain hat cover
- f) 1 pair black leather gloves
- g) 1 pair boots
- h) 1 bulletproof vest and 1 extra cover
- i) 2 black wool winter sweaters
- j) 2 breast badges  
1 hat badge
- k) 1 whistle, whistle chain, 2 pairs collar markings, 2 name plates,  
1 tie clasp, and shoulder patches as needed
- l) 1 duty weapon, holster, gun belt, cartridge carrier as appropriate  
(1 dual pouch)
- m) 1 handcuffs, handcuff case
- n) 1 nightstick

**APPENDIX II**  
**SICK BANK SIDE LETTER**

July 1, 2004

Stephen R Ferrucci, III  
CSEA/SEIU Local 2001 CTW  
760 Capitol Avenue  
Hartford, CT 06106-1263

Re: Negotiation Side Letter – Police

Dear Steve:

This letter confirms the agreement we reached during the recent negotiations for a new Collective Bargaining Agreement (“Agreement”) with the Police employees.

1. The Town shall establish a voluntary master sick leave bank for use by employees who suffer prolonged illness or have an immediate family member who suffers prolonged illness, and who have exhausted their sick leave.
2. The master sick leave bank shall become effective on January 1, 2005.
3. Participation in the master sick leave bank requires a minimum annual contribution of two sick days from the participating employee’s accumulated sick leave. However, employees may contribute more than two days if they desire. Employees wishing to participate in the master sick leave bank must contribute to the bank during the month of January each year.
4. A participating employee shall be permitted, upon written application to the First Selectman, and with the First Selectman’s approval, to withdraw up to thirty days from the bank after his/her own accumulated sick leave has been exhausted. The employee shall be permitted, upon written application to the First Selectman, and with the First Selectman’s approval, to withdraw one additional thirty-day period. Any employee applying to the First Selectman for leave from the master sick leave bank shall provide documentation clearly demonstrating that the illness warrants such absence.

5. Any employee who ceases participation in the master sick leave bank shall not be allowed to withdraw any contributed sick days.

6. Any employee withdrawing sick days from the master sick leave bank shall not be required to replace such days, except as a regular participating member of the bank.

7. The First Selectman may approve an employee's request for sick leave from the bank even if there are no days remaining in the bank and shall debit the sick leave bank for used days, as the days become available through contributions. The First Selectman reserves the right to deny an employee's application for leave if there is insufficient employee participation in the sick leave bank.

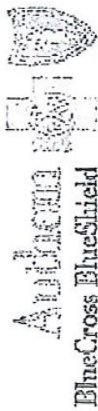
8. For purposes of the master sick leave bank, a day of leave is equivalent to a day of pay for the participating member, and as such, there shall be no difference in the monetary value between the days contributed by one participating member and the days received by another member.

9. Leave from the master sick leave bank may be used until the participating member qualifies for long term disability. Leave from the master sick bank may not be used to supplement payments received through the Town's long term disability plan.

Sincerely,

Richard W. Crane  
First Selectman

cc: Domenico Zaino, Esq.



Fully Underwritten Rate Quotation For:  
Rate Period Beginning:

Town of Woodbury  
July 1, 2016

**Aetna HSA - Current**

**Anthem HSA - Effective 7/1/16**

Plan Description  
Plan 1 - Current  
PPO HSA

Plan 2 - Alternative Option  
PPO HSA

Funding Type  
Embedding  
Fully Insured  
Non-Embedded

Fully Insured  
Non-Embedded

	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>MEDICAL</b>				
Office Visit	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Visit	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Admission	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Room	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Surgery	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	Deductible & Coinsurance	Not Covered	Deductible & Coinsurance	Not Covered
High Cost Diagnostic	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Deductible	\$2500 / \$5000	\$4500 / \$9000	\$2500 / \$5000	Shared with In-Network
Coinsurance	100%	70% / 30%	100%	70% / 30%
Out-of-Pocket Maximum	\$3500 / \$6350	\$7500 / \$15000	\$3500 / \$6350	\$7600 / \$15000

	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>DME</b>				
Inferility	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Biatriac	Applicable cost share	Applicable cost share	Applicable cost share	Deductible & Coinsurance
	Not Covered	Not Covered	Not Covered	Deductible & Coinsurance

**PHARMACY**

Rx Rider	None	N/A	None	N/A
Mail Order	N/A	N/A	N/A	N/A
OC / SD	N/A	N/A	N/A	N/A
WHAC	N/A	N/A	N/A	N/A
Formulary	National	N/A	National	N/A
<b>CDHP OPTIONS</b>				
Account Fees	Employer pays all account fees	Employer pays all account fees	Employer pays all account fees	Employer pays all account fees
Incentives	with Incentives	with Incentives	with Incentives	with Incentives
Rx	\$5/\$25/\$40 Rx After Ded.	70% Coinsurance After Ded.	\$5/\$25/\$40 Rx After Ded.	70% Coinsurance After Ded.
Funding	N/A	N/A	N/A	N/A
Rollover	N/A	N/A	N/A	N/A