

SIDE LETTER

In order to allow the current practice of officers being able to elect to utilize Terminal Leave to continue in a manner which will be consistent with the Award of the Connecticut State Board of Mediation and Arbitration in Case No 2003-A-0707, the Town of Waterford and AFSCME Council 15, Local 1948 agree as follows:

1. The Parties' current Collective Bargaining Agreement (the "Agreement"), effective by its terms July 1, 2003 through June 30, 2007, at Section 21.8 reads:

An employee shall, prior to the actual date of his/her retirement, meet with the Chief of Police and in writing advise the Chief of Police of his/her intention to retire from Town service. The accumulated sick leave shall be determined and the Chief of Police shall schedule such employee on paid leave, and such leave shall be taken in advance of separation from the Town.

Any employee who has notified the Chief of his intent to retire may, upon mutual agreement with the Town and the employee, request a lump sum payment of accrued benefit days, including sick days, due days, personal days and vacation days. Payment must be made within twelve (12) months from the date of the notification of intent.

2. An officer who elects to take leave in advance of separation pursuant to Paragraph 1 of Section 21.8 of the Parties' Agreement is considered to be on Terminal Leave. An officer taking Terminal Leave continues to accrue benefit time until his or her separation from the Town regardless of Terminal Leave status.
3. The Parties explicitly recognize eligible officers may utilize Terminal Leave or, upon mutual agreement between the Town and officer, may receive a lump sum payment of all accrued benefit time.
4. If an eligible officer chooses to utilize Terminal Leave but wishes to continue to serve in Town employ during the time of Terminal Leave, he or she may serve only under the following terms:
 - a. When the eligible officer informs the Chief of Police of his or her intention to retire as set out in Section 21.8 of the Agreement, the officer must also inform the Chief in writing of:

- i. His or her election to continue to serve the Town until the effective date of his or her retirement;
- ii. The effective date that his or her Terminal Leave will begin; and
- iii. The effective date of his or her retirement.
- iv. The Town recognizes that from the first day of the employee's Terminal Leave until 30 days thereafter, officers shall be allowed to perform police duties and outside work assignments, to be subject to all overtime provisions, in addition to mandates as provided by contractual agreements.

On the 31st day of Terminal Leave, officers shall be required to turn in all Department equipment to include but not be limited to, weapons, identification cards, including P.O.S.T Certification cards, badges, bullet-proof vests, etc.

- b. As of the 31st day of their Terminal Leave, the Town will allow the Terminal Leave officer to serve in the Town's employ as a Community Service Officer ("CSO"). Consistent with the Collective Bargaining Agreement and current practice, these Terminal Leave officers will also be eligible to work extra duty construction jobs ("Road Jobs").
 - c. Such officers will provide to the Chief or his or her designee, simultaneous with giving notice of intent to enter Terminal Leave, and thereafter on the monthly anniversary of entering Terminal Leave, a list of CSO shifts which the officer will be willing to accept. These Terminal Leave officers will also, in a manner dictated by the terms of the Collective Bargaining Agreement, note their willingness to work extra duty construction jobs.
 - d. The Town will offer, on a priority basis, CSO shifts to Terminal Leave officers. Extra duty construction jobs will be offered to Terminal Leave officers only after all active duty officers have declined the job in question or have not, under the terms of the Collective Bargaining Agreement, indicated their willingness to work the job in question.
 - e. Terminal Leave officers who work CSO shifts or extra duty construction jobs will be compensated at the overtime rate the officer would receive pursuant to the parties' Agreement if the officer were actively employed by the Town in the bargaining unit.
5. The Parties explicitly recognize CSOs are not bargaining unit employees, do not perform bargaining unit work and the Union is not the exclusive collective bargaining representative of CSOs.

6. The Parties explicitly recognize CSOs, including Terminal Leave officers functioning as CSOs, do not have the authority to exercise police powers. The Parties further explicitly recognize Terminal Leave officers performing extra duty construction jobs do not have the authority to exercise police powers, nor will they be provided with any police equipment, including a cruiser.
7. The scope of the Parties' Agreement is limited by the Recognition Clause, Article I, of that Agreement. Any Town action directed to a Terminal Leave Officer who has elected to serve as a CSO or who is performing extra duty construction jobs as it relates to his or her performance or conduct, is not subject to the grievance or arbitration provisions of the Parties' Agreement.

The Town

By: Paul B. Eccard

Date: 09/28/05

Paul B. Eccard
First Selectman

The Union

By: AL

Date: 9/14/2005