

TOWN OF WESTON  
and  
WESTON POLICE UNION  
and  
UNITED PUBLIC SERVICE EMPLOYEES UNION  
Through June 30, 2018

4167980v1

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PREAMBLE

This Agreement entered into by the Town of Weston, hereinafter referred to as the Town, and the Town of Weston Police Department Employees UPSEU/COPS Local 1493 and United Public Service Employees Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

ARTICLE I:  
RECOGNITION

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed and investigatory police employees working twenty hours or more per week, excluding the Chief of Police.

ARTICLE II:  
DUES DEDUCTIONS

Section 1. The Town agrees to deduct Union membership initiation fees and, once each month, dues, from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.

Section 2. These deductions will be made on the first payroll of each month as specified by the Town and agreed to by the Union. Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.

Section 3. In the event an employee's pay on the first payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.

Section 4. When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty after one year the employee shall sign a new authorization form to reactivate the dues deduction.

Section 5. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.



ARTICLE III:  
UNION SECURITY

Section 1. All employees who are members of the Union on the effective date of this Agreement shall as a condition of employment remain members of the Union.

Section 2. All employees covered herein who are hired after the effective date of this Agreement, who do not voluntarily join the Union, shall as a condition of continued employment, pay to the Union each month during the life of this Agreement, or any extension thereof, a service charge in an amount set by the Union in accordance with applicable legal requirements, to cover the costs of collective bargaining, contract administration and grievance adjustment and/or other applicable fees as provided in Article II.

ARTICLE IV:  
SENIORITY

Section 1. The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department on a full-time basis.

Section 2. Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

Section 3. Seniority shall not be broken by vacations, sick time, suspension of less than sixty (60) days duration, relieved from duty, or any authorized leave of absence or any call to military service for the duration as herein described.

Section 4. Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

Section 5. Rank Seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

ARTICLE V:  
PROBATIONARY PERIOD

Section 1. To enable the Board of Police Commissioners to exercise sound discretion in filling positions within the Police Department, no appointments to the classification of Police Officer shall be deemed final and permanent until the expiration of a period of a one (1) year probationary period. During the probationary period of any such employee, the Board of Police Commissioners may terminate the employment of such employee at its sole discretion without recourse to grievance or arbitration.

#### ARTICLE VI: 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 purposes 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. Charge of favoritism or discrimination.
3. Interpretation and application of rules and regulations and policies of the Police Department.
4. Matters relating to the interpretation and application of the articles and sections of this Agreement.

Section 3. Procedure: Any employee may use this grievance procedure up to, but not including arbitration, with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing within fifteen (15) calendar days of the event giving rise to the grievance and shall submit it to the Chief of Police. The Chief of Police shall arrange to meet with the grievant and/or the Union representative and use their best efforts to settle the dispute. The Chief of Police's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance.

STEP TWO: If the complainant and/or his representative, if represented are not satisfied with the decision rendered by the Chief of Police, the employee and his representative shall submit the grievance in writing to the Chairman or Vice Chairman of the Board of Police



Commissioners within ten (10) calendar days from receipt of the Chief of Police's decision and shall be available to meet the Commission at its next regular meeting after the date the grievance is filed with the Commission Chairman. The Police Commission shall render its decision within thirty (30) calendar days after the date of its meeting.

STEP THREE: If the Union is not satisfied with the decision rendered, the Union may within thirty (30) calendar days notify the Town that it intends to submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon the Town and the Union, however, the arbitrator or arbitrators shall be limited to the express terms of this Agreement and shall have no authority to amend or modify the provisions of this Agreement. Only the Union shall have the authority to submit a grievance to arbitration.

Section 4. Mediation: The mediation services of the State Board of Mediation and Arbitration may be used in the third step negotiations provided both parties mutually agree on the desirability of this service.

Section 5. Meetings: If either of the parties related to the grievance process desire to meet for the purpose of oral discussion a meeting shall be required and scheduled not later than fifteen (15) calendar days after the receipt of the request.

Section 6. Recording of Minutes and Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his own expense.

Section 7. Police Union as a Complainant: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

Section 8. Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 9. Representation: All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

## ARTICLE VII: DISCIPLINE AND DISCHARGE

Section 1. Any non-probationary employee who may be subject to discharge, suspension of more than three (3) consecutive working days, demotion, reduction in grade or rank, or other disciplinary action which results in loss of status or loss of pay of more than three (3) consecutive working days, shall, prior to the implementation of such action, be given a Disciplinary hearing as provided for in Section 2 of this Article, except as otherwise provided in Section 10 of this Article. A "working day is defined as a twenty four (24)

hour period during which a regular shift is assigned to an employee and posted on the roster. The employee may perform no work and is not permitted to enter the Police Department during the period from the first working day to the last working day of the suspension, inclusive.

Section 2. At all disciplinary hearings before the Board of Police Commissioners, or any authorized committee, all witnesses shall be sworn, mechanical recording equipment, or a stenographer may be used to record all testimony and the members of the Department being disciplined shall have the right and choice of representation. Such hearings shall be closed to the public, including the press. All records and testimony or minutes shall also be closed to the public.

Section 3. The employee facing departmental charges shall be provided with a written copy of such charges not later than ten (10) calendar days prior to any hearing. The employee shall also be provided with a copy of any written statement given by any person whom the Town Authority intends to call as a witness at such hearing. The Town Authority shall be provided with a copy of any written statement given by any person when the employee or Union intends to call as a witness at such hearing.

Section 4. The Town Authority shall conduct and complete disciplinary hearings and take disciplinary action, if any, within sixty (60) calendar days of notice from the occurrence of the event giving rise to disciplinary action or ninety (90) calendar days, whichever occurs first. This time limit may be extended upon mutual written agreement of the parties, and no time limit shall apply in a case where an employee is convicted of a crime. The accused shall receive a letter advising him/her of the disposition of his/her hearing not later than fifteen (15) calendar days after such hearing with a copy to the Union.

Section 5. Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages.

Section 6. No employee shall be suspended, discharged, reduced in grade or rank or issued a reprimand on verbal complaint; the complaint must be made in writing and the person making the complaint shall be present at any hearing for the reasonable taking of statements if either party deems it necessary.

Section 7. Any employee who may be found guilty of charges and subjected to punitive measures or discharged, which shall only be for just cause and proven beyond a reasonable doubt, shall have the right to appeal such decision as provided for in Article VI, Grievance Procedure, at Step Three.

Section 8. Employees under departmental charges shall have and enjoy the right of rescheduling their hearing within thirty (30) calendar days upon showing just cause.



Section 9. The Department shall have the authority to relieve from duty any employee, provided however, the employee shall receive his full pay for any such time that he is so relieved.

Section 10. The Chief of Police shall have authority to reprimand in writing or suspend any Police Officer from duty for up to three (3) consecutive working days as defined in Article VII, Section 1 without pay. Such action shall not be subject to hearing before the Board of Police Commissioners but shall be subject to the grievance procedure.

Any charge which would be in excess of the three (3) consecutive working days as defined in Article VII, Section 1 suspension would subscribe to the usual disciplinary procedure.

Section 11. In any matter of discipline both the charges as to guilt and the appropriateness of the disciplinary action may be cause for hearing or grievance. If, however, guilt of any of the below is proved, after hearing or by the parties confession thereof, the Board of Police Commissioners shall have the right to discharge the officer in question and only the question of guilt is open to hearing or grievance.

1. Conviction of a felony.
2. Failure to notify the Chief of an arrest.
3. Refusal to submit to a physical examination or allow the physician to give medical information to the Commission of such at examination, when ordered by the Chief, Acting Chief, or the Board of Police Commissioners provided however that any officer required to submit to a physical exam shall be paid his straight time hourly rate for the time so spent in taking such physical examination.
4. The willful falsification of pre-employment, employment medical records or the willful withholding of any substantive personal, medical, or previous employment history when making or filling out such application or history.

#### ARTICLE VIII: SICK LEAVE

Section 1. Sick leave shall be considered to be the absence from duty, with pay for the following reasons:

- (a) Illness or injury, except where directly traceable to employment by an employer other than the Town of Weston.



(b) When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.

(c) When the illness of the employee's spouse or child under eighteen (18) years of age residing in his/her household requires his/her personal attendance, and a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Chief of Police by such employee. Sick leave may also be used, subject to the same conditions, for the illness of a child between eighteen (18) and twenty one (21) years of age (inclusive) who is a full-time student, or a parent residing in the employee's household, with a limit of twelve (12) days per year for any such relatives.

## Section 2. Sick Leave Allowance

Each employee shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month.

## Section 3. Sick Leave Accumulation

(a) All unused sick leave for any employee during continuous employment shall accumulate to a maximum of one hundred seventy-five (175) days. The Board Police Commissioners may, in its discretion, grant sick leave beyond one hundred seventy-five (175) days.

(b) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal work week.

(c) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, vacation, or short-term military leave (such as summer camp).

(d) Sick leave shall not continue to accumulate during leaves of absence without pay.

(e) An employee who retires due to a disability incurred within the scope of his employment shall be paid a lump sum of money that is equal to the number of sick days due such employee multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement but not to exceed one hundred fifty (150) days.

(f) All sick leave shall be cumulative from the date of hire.

(g) Any employee who terminates his/her employment, after vesting, for any reason, other than discharge, shall receive, on the basis of his/her current wages, full compensation for up to one hundred (100) days of actual unused accumulated sick leave.

(h) The payment described herein shall be increased by 10% for any employee who gives more than one hundred fifty (150) days written notice of his/her retirement or resignation, and shall be reduced by 10% for any employee who gives less than 90 days written notice of his/her retirement or resignation.

#### Section 4. Medical Certificate and Inspections

The Town may require the employee to provide reasonable medical evidence establishing that absence from work was required, in any of the following circumstances:

(a) For any period of absences consisting of more than five (5) consecutive working days.

(b) When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease which may endanger the health of other employees of the Department.

(c) When there is just cause to believe that sick leave is not being used for the purposes specified in Section 1 above. If there is a grievance over whether just cause has been established, said grievance shall be subject to arbitration, if not otherwise resolved, through the expedited arbitration procedures of either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, at option of the Union. If just cause is established, the Town may require the employee in question to submit to a medical examination by the physician who conducts the annual physical examinations or another physician mutually agreed to between the Town and the Union. Upon completion of the examination, the physician shall provide the Town and the employee a statement regarding the justification for the absence, and the employee shall sign any necessary release to accomplish this result. If the Town intends to require such a medical examination covering future absences, it shall so notify the employee in writing. Any such notice shall expire after ninety (90) calendar days unless renewed for just cause. When the Town exercises its rights under this paragraph (c), it shall be responsible for any physician's charges for such medical examination.

#### Section 5. Reporting Illness

(a) When an employee finds it necessary to be absent from duty on sick leave, he/she shall cause the fact to be reported to the Desk Officer not later than four (4) hours prior to his/her schedule of duty, unless his/her knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he/she shall report it as soon as is diligently possible.

#### Section 6. Redemption of Accumulated Sick Leave at Death

Upon the death of an employee, his survivors shall be paid a lump sum of money that is equal to the number of sick days not to exceed one hundred and fifty (150) days due



such employee, times the prevailing day rate of pay received by such employee on the date of such death.

Section 7. Sick Leave Records

The Department shall maintain a record for each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union annually as of July 1.

ARTICLE IX:  
INJURY LEAVE

Section 1. Up to Maximum Recovery: Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay, less worker's compensation, or other insurance, from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. If such employee is unable to return to duty, he/she shall be eligible for disability pension, under the pension plan, if qualified.

Section 2. Each member who is injured or disabled off duty shall be entitled to injury leave without pay for a maximum of one calendar year to start after the union member has exhausted his or her sick time, vacation time, and accumulated time. During the period of any such leave, the member may continue to participate in the Town's health insurance; however, the member must pay 100% of the costs associated with same. In addition, there shall be no Town contribution to the HSA during the period of leave. No benefits or seniority shall accrue during the period of off duty injury leave, including, but not limited to sick leave, vacation time, or pension benefits. In order to be eligible for off duty injury leave, the member must produce a medical certificate attesting to the need for such leave, and may be required to produce medical certification throughout the period of leave, but at no time more than one time every three months. The Town reserves the right to seek an independent medical examination to determine leave eligibility and fitness for duty. Prior to returning from off duty injury leave, the member must produce a medical certificate stating that the member is fit to return to full active duty, and is capable of performing the essential functions of the position.

ARTICLE X:  
FUNERAL LEAVE

Section 1. Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his spouse, child, mother or father.



Section 2. Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of any relative or relative-in-law domiciled in the employee's household.

Section 3. Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his sister, brother, mother-in-law, father-in-law.

Section 4. Special leave for one (1) working day without loss of pay shall be granted an employee in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother or grandchild not domiciled in the employee's household, to be taken on the day of the funeral.

Section 5. Under extenuating circumstances of hardship an employee shall be granted three (3) additional days of compensatory time for vacation days or sick leave to be taken within ten (10) days at the date of death of any of the persons named in Sections 1, 2 and 3 of this Article.

#### ARTICLE XI: CLOTHING

Section 1. The Town shall provide each officer with all uniforms necessary. It will replace any such items which are torn or otherwise caused to be unusable by action when on duty and shall replace items that so need it by cause of reasonable and normal wear and use.

Section 2. The Town shall provide for the dry cleaning of uniforms for each employee.

Section 3. The Town shall reimburse any policeman 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. The Town is not liable for any such item in excess of \$500.00 with the exception of a motor vehicle or dentures.

Section 4. The Detective shall receive an annual clothing allowance of six hundred dollars (\$600.00) to be paid on or about the first pay date of October in each fiscal year. His working clothing shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers, and top coat.

Section 5. The Town shall annually provide and pay for two (2) pair of work shoes for each member in the bargaining unit, up to a maximum of \$180.00 which may be purchased at any time during each fiscal year, at the employee's discretion.

Section 6. The Sergeant shall receive an annual clothing allowance of three-hundred dollars (\$300.00) to be paid on or about the first pay date of October in each fiscal year.

His working clothes shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers and top coat.

## ARTICLE XII: HOLIDAYS

Section 1. Each employee shall be entitled to fifteen (15) paid holidays per year payable the first pay day of December unless an officer indicates to the Selectman's Office by June 15th his desire to be paid for (7) holidays as of the first pay day of July and (8) holidays as of the last pay day in November.

Section 2. Employees shall be paid at the rate of double time for all holidays worked outlined in Section 1 of this Article. In the event that any other town employees are paid triple time for such holidays during the term of this contract, then the Police Officers covered by this contract shall also receive triple time.

Section 3. The following holidays listed in Section 1 above shall be deemed, for purposes of this Contract, to fall on the following dates:

New Year's Day	January 1
Martin Luther King Day	January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Per calendar
Easter Sunday	Per calendar
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	October 12
Veterans Day	November 11
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	Dec. 25
Employee's Birthday	Per Dept. records or day after holiday if it falls on holiday

## ARTICLE XIII: OVERTIME

Section 1. All overtime duty shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all hours worked in excess of eight and one-quarter (8¼) hours, or the employee's regular work schedule.



Section 2. Employees who may be called into work on their regular day off, shall be required to work a full shift, eight and one-quarter (8¼) hours and shall be compensated for such work at one and one-half (1½) times the employee's regular rate, provided that if the employee, by mutual agreement of the employee and the Chief of Police or his designate, works less than eight and one-quarter (8¼) hours, compensation shall be paid for only the hours worked, at one and one-half (1½) times the employee's regular rate.

Section 3. When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, or for an emergency turnout, he shall be paid not less than four (4) hours at the rate of one and one-half (1½) times his regular rate.

Section 4. Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

Section 5. All overtime work assignments whether patrol or investigatory, shall be based on total number of hours worked, for all full-time police. Said system shall have records to be posted monthly, of all overtime worked for that month and the total number of hours worked to date and shall be kept in close proportion to all other officers. All refusals shall be marked as a refusal and the number of hours that were offered shall still be added to the officer's total hours.

Should at the end of each month, a disproportionate number of total hours for any employee exist, then, in that case they shall be adjusted at the next available opportunity.

Overtime shift assignments shall be made in accordance with Addendum A, which is attached hereto.

Section 6. New employees to the Department who indicate their desire for such overtime work shall have their cards placed at the rear of the file.

Section 7. Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

Section 8. Each officer will attend twelve (12) extra training sessions, each not to exceed four hours in length, per annum. Should the man not be on duty at that shift or day he will come in on his own time for the session unless he is sick or on vacation. Each non-probationary officer will be compensated for this annual attendance by receiving eight (8) training days off per annum, such days to be spread through the year and decided upon based on the schedule needs of the Department. Each non-probationary officer who attends more than twelve extra training sessions, each not to exceed more than four (4) hours in length, per annum, shall be paid at a rate of straight time per hour.



Section 9. No part-time employee shall be used in lieu of a regular police officer or sergeant for any work until it has first been offered to all regular police officers, and then to all sergeants. Regular police officers and sergeants shall be permitted up to seventy-two (72) hours prior to the start of an overtime work assignment to displace a part-time employee who had accepted such overtime assignment.

Section 10. The Detective shall be paid overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) when he exceeds the aggregate seven and three-quarters ( $7\frac{3}{4}$ ) hours per work day as it is understood his work day may be split up as circumstances may require.

Section 11. Any employee who is subpoenaed to either criminal or civil court, as a result of action taken by said employee in the performance of his duties for the Town of Weston, shall be paid at time and one-half ( $1\frac{1}{2}$ ) his hourly rate of pay for a minimum of four (4) hours.

#### ARTICLE XIV: VACATIONS

Section 1. Employees shall be granted time off with pay for vacations according to the following schedule:

1 week after 6 months	4 weeks after 10 years
2 weeks after 1 year	5 weeks after 15 years
3 weeks after 5 years	

Years of employment shall deal with years employed by the Town on a full-time basis.

Section 2. The vacation period shall be between July 1st to June 30th of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Vacation time must be taken, if at all, in the year assigned, and cannot be thereafter accumulated.

Section 3. An employee's vacation shall be determined on the anniversary date of the employment and department seniority prevails in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirement of the Police Department shall prevail. When choice of date has been granted it will not be interfered with, except in cases of emergency.

After ten (10) years of service one-half ( $\frac{1}{2}$ ) of all the employee's vacation time may be used at one (1) day at a time (or any amount less than a full week), whenever practical, however, this does not eliminate the current practice of taking one (1) day at a time for a total of one (1) week by any member of the bargaining unit.

Section 4. Prorated accumulated vacation pay, limited to that year, shall be given to employees upon termination or retirement from Town service.

Section 5. In the event of an employee's death, his prorated accumulated vacation pay, limited to that year, shall be paid to the employee's next of kin.

Section 6. As used in Section 1 of this Article, one week of vacation shall equal five (5) work days. However, for purposes of the vacation scheduling provisions of Section 3, a vacation week shall consist of the number of consecutive days in an employee's regular work period. For example, a police officer with four (4) weeks of vacation may take five (5) four-day work periods of vacation.

#### ARTICLE XV: HOURS OF WORK

Section 1. The regular work cycle shall be four (4) consecutive days, of eight (8) hours fifteen (15) minutes each, with two (2) consecutive days off. This cycle shall be followed throughout the calendar year. The detective work cycle shall be five (5) consecutive days, of seven (7) hours forty-five (45) minutes each, with two (2) consecutive days off.

Section 2. The work period of all officers except detectives shall consist of six (6) days. The department shall maintain three (3) work shifts:

Shift A	7:00 AM to 3:15 PM
Shift B	3:00 PM to 11:15 PM
Shift C	11:00 PM to 7:15 AM

(a) Officers will work five (5) work cycles on each shift and then rotate to the succeeding shift. (Shift A, Shift B, then Shift C). The direction of rotation and/or the length of time between rotations may be revised upon mutual agreement between the Town and the Union.

(b) Sergeants shall rotate between Shifts A and B only.

(c) The detective shall work the day shift only, unless otherwise assigned by the Chief.

Section 3. Employees shall only be required to work the hours of the work period to which they are assigned for that work period except in an emergency. Personnel who may be transferred to another division or promoted shall be an exception to this Section.



Section 4. Once designated and in a manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed without the express approval of the employee, except that, the Chief of Police or his designate shall upon one weeks notice (7 calendar days) change working partners a maximum of twice in each fiscal year, and all such changes shall still follow the normal rotation. If any time off is lost by the employee, due to such change of partners, it shall be made up by the Department at one and one half (1½) times his regular rate, provided however that no employee shall be allowed to contravene the other articles or section of this Agreement.

Section 5. No employee shall be required to work two (2) shifts consecutively, except in an emergency situation.

Section 6. During each tour of duty, employees shall be allowed thirty (30) minutes for lunch.

Section 7. All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes.

Section 8. All shifts shall be staffed by a minimum of two (2) uniformed officers.

Section 9. New employees will work a five (5) - two (2) work schedule while they are attending basic training at the Municipal Police Training Academy or its equivalent.

Section 10. In the event that the Town decides to institute a School Resource Officer position, such employee shall work a five (5) - two (2) work schedule and shall be assigned to day shift assignments only in order to meet the requirements of the job as determined by the Town. In the event that the Town decides to institute a School Resource Officer position, the parties agree to immediately commence bargaining over mandatory subjects of bargaining which are not covered in the above sentence.

#### ARTICLE XVI: EXTRA OR SPECIAL POLICE DUTY

Section 1. The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty that is not assigned as part of the regular police duty but is offered as being available to those who desire it.

Section 2. All extra duty assignments shall be made by the Chief of Police, or his designate, and shall first be offered to all regular full time Weston Police Officers.

Section 3. Extra Police Work assignments that shall be available for full-time employees shall be allocated by means of a card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his desire for such work. As assignments become available they shall be offered on a rotation basis. The cards of



employees accepting assignments and the cards of employees who reject such assignments without a reasonable excuse shall be placed at the rear of the file. If any man is available whose compensation would not be overtime, that man may be assigned out of rotation. If he accepts such assignment his card will be moved to the rear of the file. Any Union Officer shall have access to such records at any time.

Section 4. New employees to the Department who indicate their desire for such work shall have their cards placed at the rear of the file.

Section 5. Employees working on Extra Duty assignments, except in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization and residents of the Town, shall be paid at time and one-half (1½) the officer's hourly rate of pay, with a minimum of four (4) hours for each assignment. Work in excess of eight (8) hours shall be paid at double time the officer's hourly rate of pay. When the Extra Duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the four (4) hour minimum for said assignment, shall be at double time the officer's hourly rate of pay.

Employees working on extra or special duty assignments in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization, and residents of the Town shall be paid at time and one half (1 ½) the officer's hourly rate of pay, with a minimum of three (3) hours for each assignment. When the extra duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the three (3) hour minimum for said assignment, shall be paid at double time the officer's hourly rate of pay.

Section 6. When the work assignment is related to construction work any hours worked on a Sunday shall be at the double time rate.

Section 7. When available, only persons paying dues to the Union shall be assigned to jobs where the project being serviced is a Union job.

#### ARTICLE XVII: RATE OF PAY

##### Section 1.

- (a) Effective and retroactive to July 1, 2013, police officers shall receive a 2.25% general wage increase over the rates in effect as of June 30, 2013.

STEP 1 up to 12 mo.	STEP 2 13-24 mo.	STEP 3 25-36 mo.	STEP 4 37-48 mo.	STEP 5 Over 48 mo.
56,361	62,003	67,578	73,662	79,913

- (b) Effective and retroactive to July 1, 2014, police officers shall receive a 2.25% general wage increase over the rates in effect as of June 30, 2014.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
57,629	63,398	69,099	75,319	81,711

- (c) Effective July 1, 2015, police officers shall receive a 2.5% general wage increase over the rates in effect as of June 30, 2015.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
59,070	64,983	70,826	77,202	83,754

- (d) Effective July 1, 2016, police officers shall receive a 2.5% general wage increase over the rates in effect as of June 30, 2016.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
60,547	66,608	72,597	79,132	85,848

- (e) Effective July 1, 2017, police officers shall receive a 2.5% general wage increase over the rates in effect as of June 30, 2017.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
62,061	68,273	74,412	81,110	87,994

- (f) The Sergeant shall receive the following Annual Rate of Pay:

<u>STEP 1</u>	<u>STEP 2</u>
1 to 12 Months-15% above Top Grade Police Officer	13 Months & Over-17% above Top Grade Police Officer

- (g) The Detective shall receive the following Annual Rate of Pay:

<u>STEP 1</u>	<u>STEP 2</u>
1 to 12 Months-5% above Top Grade Police Officer	12 Months & Over-7% above Top Grade Police Officer



Section 2. All employees who have less than twelve (12) months of service shall be paid at Step 1.

All employees who have twelve (12) months of service, but less than twenty-four (24) months shall be paid at Step 2.

All employees who have twenty-four (24) months of service, but less than thirty-six (36) months shall be paid at Step 3.

All employees who have thirty-six (36) months of service, but less than forty-eight (48) months shall be paid at Step 4.

All employees who have forty-eight (48) or more months of service shall be paid at Step 5.

Employees shall advance to the next Step on the anniversary date of their employment on a full time basis.

Section 3. New employees to the Department shall be paid at Step 1 as outlined in Section 1 of this Article and shall advance through the steps as provided for in Section 2 of this Article.

Section 4. The Town shall have the right to pay employees on a bi-weekly basis (every two weeks) provided that if the Town elects to pay employees bi-weekly, it shall allow employees the option of having their pay directly deposited to the financial institution selected by the employee.

Section 5. Longevity. All employees who have completed five (5) or more years of service, within each fiscal year, shall receive an annual longevity pay equal to sixty five dollars (\$65) for each year of such service, payable the first pay period in July.

Section 6. When no officer above the rank of Patrolman is on duty, the Police Officer of the Department who is left in the capacity of Supervisor, known as the Senior Officer, shall receive an additional sum equal to seven and one-half percent (7 ½%) more than the top grade Patrolman's rate for each such hour or fraction thereof.

Section 7. Each employee working the evening shift, in addition to any other benefits said employee is entitled to, shall receive a four percent (4%) per hour pay differential for hours actually worked on such shift. Each employee working on the midnight shift, in addition to any other benefits said employee is entitled to, shall receive a seven percent (7%) per hour pay differential for hours actually worked on such shift. These pay differentials shall be computed on base pay, and shall not be included for purposes of computing overtime, Senior Officers, or any other pay differential.

ARTICLE XVIII:  
INSURANCE

Section 1. Except as otherwise provided below, the Town shall provide, for all designated employees and enrolled dependent(s) to age 26, the following insurances:

- (a) The Town shall provide and pay for life insurance for each police officer in the amount of seventy-five thousand dollars (\$75,000). The spouse, at his/her expense, may purchase life insurance from the Town's carrier.
- (b) The Town shall provide and pay for a line of duty accidental death and disability policy for each police officer, in addition to (a) above, with a maximum death benefit of seventy-five thousand dollars (\$75,000).
- (c) Employees shall be eligible for enrollment in the High Deductible Plan with a Health Savings Account component until June 30, 2015. The Town shall make yearly contributions into a Health Savings Account for eligible employees enrolled in the High Deductible Plan of \$1,150 for a single plan, and \$2,300 for a two person or family plan. The parties acknowledge that the Town's contribution toward the funding of the High Deductible plan 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.

All account maintenance expenses charged by the depository bank, including the cost of checks, and/or debit card, are to be paid by the Town.

Effective July 1, 2015, employees shall have a high deductible health care plan with a Health Reimbursement Arrangement (HRA). The terms of this plan are set forth in Addendum B. Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HRA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.

Employees shall contribute the following listed percentage of the cost of health insurance. The listed percentages shall be applied to the combined cost of the insurance premiums and health reimbursement account limits or Town self-insurance or re-insurance costs (if applicable).

Effective July 1, 2015 16%

Effective July 1, 2016 17%

Effective July 1, 2017 18%

The employee contribution shall be made through payroll deduction. The Town shall contribute the remaining percentage of the premiums or premium equivalent costs.



- (d) The Town shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a Plan. Said Plan will be designed to permit exclusion from taxable income from the employee's share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form.
- (e) If the total cost of a group health plan or plans offered under this contract triggers an excise tax under IRS Code § 49801 or any other local, state, or federal statute or regulation, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax in accordance with the Municipal Employee Relations Act. Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage, including to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the cost of coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.
- (f) Health Insurance Waiver. Employees who are eligible to participate in the Town's health insurance plan may opt out of such plan upon the presentation of proof of valid and on-going participation in a health insurance plan from another source. Employees waiving participation in the Town's health insurance plan shall receive an amount equal to forty percent (40%) of the combined cost of the averted health insurance premium as well as the Town's Health Reimbursement Arrangement contribution, less the required employee premium cost share. Such payments shall be paid in equal installments commencing upon the end of participation in the Town's health insurance plan.

Section 2. Notwithstanding the above listing of specific carriers, administrators and plans, the Town reserves the right to change carriers, administrators, funding methods or claims procedures, or to implement recommended cost containment procedures, provided the resulting benefits are substantially equivalent to the benefits in effect immediately prior to the change, and provided the cost to employees who comply with such procedures is not greater than it would have been if such changes had not been implemented.

Notwithstanding the provisions of Article VI, Section 3, any grievance regarding a decision by the Town to change carriers shall be initiated at Step 2 within 15 days of written notice by the Town of intent to change carriers, and shall be subject to arbitration under the rules and procedures of the American Arbitration Association. If the Town implements a decision to change carriers, and thereafter an arbitrator rules that the change violated this provision, the arbitrator shall have the authority to establish a remedy or retain jurisdiction while the parties make a good faith effort to agree upon a remedy.

Section 3. Long Term Disability. In the event a disabled officer is employed by the Town pursuant to the provisions of MERF Fund B such employment shall be at salary and with benefits not less than such officer was receiving as of such date of disability.

Section 4. Medical Insurance for Disabled Employees and Surviving Spouses of Employees Killed in the Line of Duty.

- (a) Medical Insurance shall be provided to employees who are permanently and totally disabled, as determined by the Connecticut Municipal Employees' Retirement Commission, as a result of a job related injury, and to employees who retire as a result of a permanent job-related disability. Medical insurance shall also be provided to a surviving spouse of an employee killed in the line of duty; such insurance to cease upon the death or remarriage of the surviving spouse.
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, as such coverage is from time to time negotiated; with the exceptions outlined in paragraph (c) and such other differences as may from time to time be negotiated. The plan shall be provided at no premium cost to the parties, except as provided in paragraph (c).
- (c) In the event an individual entitled to health insurance coverage under this paragraph 4 moves outside the Plan's coverage area, the Town shall pay the cost of comparable coverage, not to exceed the cost of the Plan, whichever is applicable, at any point in time. The covered individual shall be responsible for securing comparable coverage, and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.

Section 5. Medical Insurance for Retirees

- (a) Medical insurance shall be made available to CMERF-eligible retirees who meet one of the following conditions:
  - (i) The attainment of age 55 with at least 15 completed years of consecutive service, or
  - (ii) The attainment of a total number of points equal to 75. One point shall be credited for each attained year of age as of the previous birthday and each completed year of service of the employee, with a minimum of 10 years of service required.
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, including spouses and/or dependents, as such coverage is from time to time negotiated between the Town and the Union; with the exceptions outlined in paragraph (c) and such other



differences as may from time to time be negotiated between the Town and the Union.

The Town shall pay sixty percent (60%) of the premium cost (or premium equivalent costs), for the coverage in effect at the time of the individual's retirement, or such other coverage as may be negotiated between the Town and the Union, for a participating retiree who is not yet eligible for Medicare benefits. The balance of the cost of such coverage must be paid by the retiree in order for coverage to be in effect.

When an eligible retiree, as provided in Section 5(a) above, becomes eligible for Medicare, the retiree shall no longer be eligible to participate in the medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying one hundred percent (100%) of the monthly COBRA rate to continue such participation.

- (c) In the event an individual entitled to health insurance coverage under this paragraph 5 moves outside the Plan's coverage area, the Town shall contribute the same amount it would have contributed on behalf of such individual under the applicable plan for the individual to purchase comparable coverage. The covered individual shall be responsible for securing comparable coverage and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.
- (d) Any retiree under this Section 5 who is eligible to receive Medicare benefits shall receive from the Town of Weston up to \$175.00 monthly for the cost of providing a Medicare supplement health insurance policy for such retiree.

It shall be the responsibility of the retiree to apply for Medicare coverage and to obtain the Medicare supplement health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the supplemental policy is less than \$175.00 month, the Town's obligation shall be limited to the actual cost of the premium.

- (e) Any participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the Town confirming whether they or their covered dependents have any other medical coverage.

- (f) The Town shall provide life insurance to eligible retirees, as defined in paragraph (a) above, and to other officers who resign or retire because of a permanent disability caused by an injury in the line of duty, in the amount of seventy-five thousand dollars (\$75,000), provided that when a retiree reaches the age of seventy (70) the amount of such life insurance shall be reduced by fifty percent (%50) to thirty-seven thousand five hundred dollars (\$37,500).

ARTICLE XIX:  
PENSION

Section 1. The provisions of the Connecticut Municipal Employee's Retirement Fund B in effect on the date this Agreement is signed shall remain in effect and as said provisions may from time to time be amended by the General Assembly or successor collective bargaining agreement, shall be fully applicable to all employees in the employment of the Weston Police Department, including the Chief of Police, and shall constitute the retirement plan for said employees and Chief of Police, provided, however, that any employee, including the Chief of Police, hired prior to the date this Agreement is signed shall be deemed to have been covered by said Fund B from the first date of his/her hire for all pertinent purposes including, but not limited to, membership in said Fund, "pay" "service" and "continuous service" as those terms are used in Part II of Chapter 113, Section 7-425, et. seq. Connecticut General Statutes, and eligibility for benefits, payment of benefits and retirement as provided in said Part II of Chapter 113.

Section 2. The Town shall do anything and everything necessary to adopt the provisions of Fund B and qualify all present and future employees for coverage thereunder, including the Chief of Police, as of the first date of hire, including, but not limited to payment of a sum of money that is sufficient in the opinion of the Coordinator of the State Municipal Retirement System, to fund the past service liability or accrued liability created by extending the coverage of Fund B to the date of hire with respect to each employee, including the Chief of Police, hired prior to the date this Agreement is signed, as provided herein. Said payment for past service, in the discretion of the Town, shall consist of either a lump sum payment, to be made not later than 90 days after the signing of this Agreement, or amortized payments made annually over a period of thirty years. Employees, including the Chief of Police, shall not be obligated to make contributions to said Fund in order to obtain credit for years of service prior to the date of signing of this Agreement or in order to obtain any of the retirement benefits provided for therein. The survivor's and dependent benefits provided for in said Connecticut Municipal Employee's Retirement Fund B shall remain fully applicable and shall become fully applicable to include the Chief of Police at 12:01 A.M. on the date this Agreement is signed, and, insofar as such survivor and dependent benefits may be contingent upon length of service of the deceased employee, any employee hired prior to the date this Agreement is signed, including the Chief of Police, shall be deemed to have "service" or "continuous service" from the first date of his/her hire up to and including the date of his/her death.



ARTICLE XX:  
UNION BUSINESS LEAVE

Section 1. The two (2) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Board of Police Commissioners, or the Town's representatives for the purpose of negotiating the terms of contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Board of Police Commissioners or the Town's representatives for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE XXI:  
MILITARY LEAVE

Section 1. Any permanent employee who leaves the service of the Town who is inducted in the military forces of the United States during time of war or other National Emergency, who is inducted by Selective Service, shall be placed on military leave without pay.

Section 2. Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.

Section 3. Any employee on military leave who applies for reemployment to the Police Department within ninety (90) days from date of his discharge, shall be entitled to the position he held at the time his leave was granted provided he is capable of meeting the minimum qualifications of the job; and provided he shall have received an honorable discharge or a general discharge for medical or hardship reason.

Section 4. Employees returning to the Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

Section 5. Any vacancies resulting from employees entering the Armed Forces shall be filled on a durational basis.

Section 6. Time so spent on military leave shall be considered as continuous employment with the Town.

Section 7. Military leave shall be granted, not to exceed thirty (30) days, to permanent employees when required to serve on active or reserve or National Guard duty. During this period the employee shall be paid the difference, if any, between his regular police pay and his military pay allowance.

Section 8. Leave provided for in Section 7 shall not be charged to annual leave.

ARTICLE XXII:  
EDUCATIONAL INCENTIVE

Section 1. Each employee who has completed fifteen (15) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$100.00 annually.

It is clearly understood that no Municipal Academy Training Educational credits shall be applicable unless and until course credits are received from enrollment in an accredited college.

Section 2. Each employee who has completed thirty (30) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$200.00 annually.

Section 3. Each employee who has completed forty-five (45) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$300.00 annually.

Section 4. Each employee who holds an Associate Degree from an accredited college in the field of police or social science, or has completed sixty (60) semester hours, shall be paid in addition to his regular pay, the sum of \$400.00 annually.

Section 5. Each employee who has completed ninety (90) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$500.00 annually.

Section 6. Each employee who holds a Bachelors Degree from an accredited college in the field of police or social science, or has completed one hundred-twenty (120) semester hours, shall be paid in addition to his regular annual pay, the sum of \$600.00 annually.

Section 7. Each employee who holds a Masters Degree from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, a sum of seven hundred dollars (\$700) annually.

Section 8. The Town of Weston will pay the tuition and course material cost for up to two (2) courses per semester, not to exceed six (6) courses in any one fiscal year, at an accredited college or university in the field of criminal justice or public administration, in which an employee is enrolled while actively working as a Police Officer for the Town; provided, however, that any tuition cost paid by the Town shall be reimbursed by the employee for any course which is not satisfactorily completed with a passing grade.



Tuition payments shall constitute a loan to the officer, and the Town shall require execution of a promissory note as a condition of such loan, provided that one-third (1/3) of the loan shall be forgiven if the officer remains employed for twelve (12) months after completing the course, a second one-third (1/3) shall be forgiven if the officer remains employed for twenty four (24) months after completing the course, and the balance shall be forgiven if the officer remains employed for thirty six (36) months after completing the course.

ARTICLE XXIII:  
UNSAFE PRACTICES

Section 1. The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

ARTICLE XXIV:  
LEAVE OF ABSENCE

Section 1. Upon the written request of any employee, directed to the Board of Police Commissioners, the Town may grant the employee a personal leave of absence without loss of seniority and without pay for a period of one year.

ARTICLE XXV:  
RESIDENCY

Section 1. Employees shall be allowed to reside within a thirty (30) mile radius from Town Hall in the Town of Weston. Any Town which may boundary within such thirty (30) mile radius, the employee shall be allowed to reside within such Town.

ARTICLE XXVI:  
PROMOTIONS

Section 1. A vacancy in the rank of Sergeant or the position of Detective shall be as follows:

Within one hundred twenty (120) days of a vacancy (Sergeant or Detective) the Board of Police Commissioners shall certify that a vacancy does exist and the Board Police Commissioners or the Chief of Police shall designate an agency mutually agreed upon between the Chief of Police, the Board of Police Commissioners and the Union to conduct

a written examination for those candidates who had made timely application and meet the minimum qualifications below:

- (a) In order to be eligible to file for the examination of Sergeant, a candidate shall have a minimum of five (5) years of service as a certified, full time police officer in a Connecticut municipality including a minimum of three (3) years service with the Weston Police Department as of the date of the examination.
- (b) In order to be eligible to file for the examination of Detective a candidate shall have a minimum of three (3) years of service with the Weston Police Department as of the date of the examination.
- (c) All applicants must possess the physical fitness standards required by normal police activities.

Section 2. Candidates for promotion shall appear before the oral board chosen by the Board of Police Commissioners which shall be constituted of three (3) professional police officers of at least one (1) rank higher than the rank being filled and who are residents of Connecticut and neither work or reside within ten (10) miles of the Town of Weston. Should an oral panel member know or recognize an applicant such panel member shall immediately disqualify himself. Such oral panel shall give numerical markings which shall be averaged out amongst those scoring and added to the applicants score according to the following:

- (a) The weights shall be 50% for the written and 50% for the oral with a quarter (1/4) point added to the final grade for each full year of service with the Weston Police Department as of the date of the examination. The quarter (1/4) point shall be applied to all promotional examinations. There shall be no pass-fail. All participants shall be entitled to the oral, written, and final total score posted. The procedure for administering all promotional examinations shall be the oral examination first followed by the written examination.
- (b) The officer appointed from a promotional list to the position of Sergeant or Detective shall be on probation for six (6) months from the date of appointment to that position.

Section 3. The three (3) individuals with the highest number of points shall be considered for appointment to the position of Sergeant or Detective, whichever is applicable, and additional opening within one (1) year from the publication and/or the posting of the list shall be made from amongst remaining individuals with the highest total score.



Section 4. Appointments to the rank of Sergeant and/or the position of Detective shall be made by the Board of Police Commissioners.

Section 5. Appeals to any portion of the examination shall be made with the Board of Police Commissioners.

ARTICLE XXVII:  
PHYSICAL EXAMINATIONS

Section 1. Each Police Officer shall submit to a complete physical examination once annually. Such physical examination shall be conducted by the employee's regular physician, and to the extent the cost thereof is not covered by the Town's group health insurance plan, it shall be paid by the Town. A substance abuse test shall be included in this annual physical examination, which test shall be conducted in accordance with the applicable provisions of this Article.

Section 2. Upon completion of said physical examination, the physician's certification that the employee is fit and capable of performing the essential functions of his position shall be forwarded to the Chief. If the physician does not so certify, the Chief shall be entitled to obtain the following additional information relating to the condition which renders the employee incapable of performing the essential functions of his position: diagnosis or general description of the injury or illness; prognosis or prospects for recovery and return to full duty; and nature and degree of any limitations or restrictions on the employee's ability to function as a police officer. He shall maintain such information in confidence, unless disclosure is necessary in the course of a proceeding resulting from the employee's failure to accept the Chief's decision.

Section 3. The Chief of Police will discuss with the Police Officer the appropriate action to take. This may include, but is not limited to, institution of disability benefits as outlined in Municipal Employee's Retirement Fund B, if applicable, or agreed upon further corrective action or recourse to the grievance procedure if not agreed upon.

Section 4. Substance Abuse and Testing Program.

A. The parties agree that abuse of alcohol, controlled substances or illegal drugs by members of the Police Department constitutes a threat to the health and safety of co-workers and the general public, and erodes the public image, credibility and effectiveness of the Police Department. Both parties adopt the goal of a "drug-free" work place, which neither accepts nor tolerates recreational or consistent use of illegal substances, and which directs those in need of counseling and assistance to an appropriate treatment facility. Consistent with this goal, recreational or repeated illegal drug use is expressly prohibited.

B. Any testing of Police Officers for illegal drug use will be conducted in accordance with Connecticut General Statutes Section 31-51t et seq., as the same was in effect on July 1, 2004, together with any amendments enacted thereafter which the parties have mutually agreed to in writing to incorporate herein.

C. If an employee is found to be using illegal drugs, as a result of a test conducted as part of an annual physical exam or as a result of reasonable suspicion of drug use, he/she will be referred to the Employee Assistance Program (EAP) and will be placed on sick leave. At the discretion of the Chief of Police, or his designee, the employee may return to duty while he/she is in the EAP but only in a capacity that would not endanger public health, safety, or security. The employee shall have the opportunity to justify a positive test result by showing a valid prescription or affidavit from a physician treating the employee.

The individual shall be tested on an unannounced basis to verify continued abstention from the use of substance covered. This follow-up testing shall be performed once the department receives a confirmed positive result for the individual in question, and may occur even though the individual has chosen to appeal the confirmed positive result through the procedures provided for such appeal.

D. A second "failure" of a drug test within two (2) years after a confirmed positive result shall cause the individual to be subject to disciplinary action, up to and including discharge.

#### ARTICLE XXVIII: GENERAL PROVISIONS

Section 1. The Police Department will continue to furnish such equipment as is presently furnished, and whenever possible furnish such additional equipment that will promote the safety and welfare of the Department members, and aid in the efficient performance of their duties.

Section 2. Clothing, watches, dentures and eye glasses damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours as provided in Article XI, Section 3.

Section 3. The Town shall assume full responsibility for any policeman sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his staff to act in his behalf, unless it is proven to be a willful and wanton act.

Section 4. The Town shall give to each employee, and to a new employee when he is hired, a copy of this contract, and identification card and a copy of the Rules and Regulations of the Department.



Section 5. The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union Business and activities or any other matter pertinent to Union business.

Section 6. Employees shall not be required to make any mechanical repairs, oil changes, or normally change flat tires of Department motor vehicles.

Section 7. Employees shall not be required to perform any function normally done by another Town department, agency, or private concern, except as it is normally considered a police function or in an emergency.

Section 8. All employees shall have the right to review their personnel files upon reasonable request to the Board of Police Commissioners, or its representatives and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

Section 9. Employees shall receive a copy of communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry. Any communications that are in the nature of a complaint, change or allegation for which the Department elects to take no official action, shall be removed from the personnel file and destroyed not later than one (1) year from the date of entry. Nothing contained herein shall require the Town to destroy or remove from its official records any written documents which constitute a public record or which the State's Attorney or Chief Prosecutor's Office wants to kept in the Department's files.

Section 10. The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slow down or work stoppage during the term of the Agreement.

Section 11. If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connections and bearing on each other.

Section 12. Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore unless said practice has been superseded by a provision of this Agreement.

Section 13. In the event an employee is asked or required to work more than one (1) full shift consecutively, and works four (4) or more hours into the second shift, the Town shall pay said employee \$10.00 for a meal, however, in the event an employee is asked or required to work more than two (2) full shifts consecutively, and works four (4) or more hours into the third shift, the Town shall pay said employee an additional \$10.00 for a meal.

Section 14. In the event an employee attends a full day training session where a meal is not provided, the Town shall pay employees \$10.00 for a meal.

Section 15. JURY DUTY: Any employee scheduled for Jury Duty on a normal work day shall be given that day off, with pay (less any payment from the court other than expense reimbursement).

Section 16. The parties mutually agree that members of this bargaining unit shall have the right to use all Town recreational areas/facilities for themselves and families and shall, for all intent and purposes, hold the status of a resident when fees are required for such use.

Section 17. All the provisions of Sick Days, accumulated time, vacation time, holiday pay, longevity pay and educational monies which were due the employee, in the event of death, shall be paid the surviving spouse and/or surviving dependents.

ARTICLE XXIX:  
TOWN CHARTER PROVISION

Section 1. This Agreement recognizes that, for many years, traditionally there has been by Town Charter, a "constabulary" made up of part-time police. The Town maintains the right, as in the past, to maintain "constables" or "special police" officers and to continue to use them for special police work and patrol as in the past, except as amended in this Agreement.

ARTICLE XXX:  
DURATION

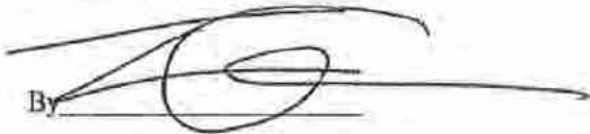
The effective date of this Agreement shall be the date of execution, except where otherwise noted in the Agreement. It shall continue in effect until June 30, 2018, and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, by giving to the other party not more than two-hundred ten (210) days and not less than one hundred eighty (180) days notice of intent to propose amendments. Within thirty (30) days of receipt of such notice, negotiations shall commence between the Town and the Union for the purpose of such amendment, modification, or termination.



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WESTON POLICE UPSEU/COPS LOCAL #1493

TOWN OF WESTON

By 

By 

UPSEU/COPS

By \_\_\_\_\_

4167980v1

ADDENDUM APROCEDURE FOR OVERTIME SHIFT ASSIGNMENTS

Section 1. (a) When regular days off have either accumulated time, vacation, or T/Day (or any combination) on each end, it will be constituted a zone where the member will not be called for overtime nor will any refusal be given to the member. (b) There will be an exception in the event of an order-in situation. The member will be called and offered the overtime assignment after the prevailing overtime list of regular officers and sergeants has been exhausted. If the member then refuses, no overtime refusal will be charged, and then special officers will be called.

Section 2. There will be a four (4) hour grace period before the overtime shift begins where the member contacted will not be charged a refusal for the open shift.

Section 3. (a) A member will not be charged a refusal more than once for the same shift. (b) Refusals totaling more hours than the actual shift hours will not be charged to any member.

Section 4. If the member is on military duty on his working day, he will not be called for overtime assignments nor will any refusals be charged.

Section 5. All known overtime assignments will be filled no later than the 7th of every month, and additional overtime assignments occurring after the 7th of the month will be filled as soon as practicable.



ADDENDUM B

*NOTE: The parties agree to insert health insurance summary plan design information upon the Town's finalization of same.*



## FlexPOS-CNT-HSA-2500I/5000F-03-Combined Open Access Contract Year Benefit Summary

Open Access High Deductible Health Plan (HDHP) for use with a Health Savings Account (HSA)

This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year. A referral from your primary care provider is not required.

The individual deductible applies if you have coverage only for yourself and not for any dependents. The family deductible applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayment, coinsurance or cost share maximums will apply until the total is met for the family, without regard to how much any one family member has met.

Personalized for: Town of Weston

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Contract Year Plan Deductible</b> <i>(Deductible is combined for In- and out-of-network health services and prescription drugs)</i>	\$2,500 per Individual \$5,000 per Family	\$2,500 per Individual \$5,000 per Family
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services) (Out-of-Pocket Maximum is combined for In- and out-of-network health service and prescription drugs)</i>	\$3,500 per Individual \$7,000 per Family	\$5,000 per Individual \$10,000 per Family
<b>Out-of-Network Reimbursement</b>	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.	
<b>Lifetime Maximum Benefit</b>	Unlimited	
PREVENTIVE SERVICES <i>(Refer to Prevention and Wellness section found at the end of this summary)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Physical Exam</b> <i>(frequency limits apply and the exam must be provided by a PCP)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Gynecological Preventive Exam</b>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Preventive Laboratory Services</b> <i>(Complete blood count and Urinalysis)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Baseline Routine Mammography</b>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Routine Mammography</b>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Breast Ultrasound Screening</b>	No Member cost after Plan Deductible	20% after Plan Deductible



<b>PREVENTIVE SERVICES</b> <i>(Refer to Prevention and Wellness section found at the end of this summary)</i>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Routine Vision Exam</b> <i>(one exam per year when provided by an Optometrist or Ophthalmologist)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Hearing Screenings</b> <i>(one exam every year)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
<b>Primary Care Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Primary Care Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Specialist Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Gynecological Office Services</b>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Maternity Care Office Visits</b> <i>(Prenatal Care)</i>	No Member cost	20% after Plan Deductible
<b>Allergy Testing</b>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Allergy Injections</b>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Laboratory Services</b> <i>(includes services performed in a Hospital or laboratory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Non-Advanced Radiology</b> <i>(includes services performed in a Hospital or radiology facility)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Advanced Radiology</b> <i>(includes services for MRI, PET and CAT scan and Nuclear Cardiology performed in a Hospital or radiology facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Outpatient Rehabilitative Therapy</b> <i>up to 60 visits per year</i> <i>(includes services combined for physical, speech, and occupational therapy)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Chiropractic Services</b> <i>up to 12 visits per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Retail Clinic</b>	No Member cost after Plan Deductible	20% after Plan Deductible

<b>EMERGENCY / URGENT CARE</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Walk-In/Urgent Care Centers</b>	No Member cost after Plan Deductible	Same as In-Network Benefit
<b>Emergency Room</b>	No Member cost after Plan Deductible	Same as In-Network Benefit
<b>Ambulance Services</b>	No Member cost after Plan Deductible	Same as In-Network Benefit
<b>HOSPITAL SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Hospital Services, Including Room &amp; Board</b> <i>(includes facility and provider services)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Hospital Outpatient Surgical Facilities</b> <i>(includes services performed in a Hospital facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Ambulatory Surgical Center</b> <i>(includes services performed in a stand-alone ambulatory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Skilled Nursing Facilities</b> <i>up to 100 days per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Inpatient Rehabilitation</b> <i>up to 100 days per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Mental Health Services</b> <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Inpatient Alcohol and Substance Abuse Treatment</b> <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(including office visits and professional services provided in the home)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(intensive outpatient treatment and partial hospitalization programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible



	IN-NETWORK	OUT-OF-NETWORK MEMBER PAYS
<b>Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies</b>  <i>(Includes Wigs prescribed by an oncologist for Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Diabetic Equipment and Supplies</b>	No Member cost after Plan Deductible	20% after Plan Deductible
<b>Infertility</b> <i>(Infertility benefits outlined in the Certificate Of Coverage are unlimited, with no age or cycle restrictions)</i>	No Member cost after Plan Deductible (Office visit)  No Member cost after Plan Deductible (Ambulatory Services Outpatient)  No Member cost after Plan Deductible (Inpatient Hospital)	20% after Plan Deductible
<b>Nutritional Counseling</b> <i>(Limit 3 visits per year)</i>	No Member cost	20% after Plan Deductible
<b>Home Health Services up to 100 visits</b> <i>(Nursing and therapeutic services limited to 100 visits)</i> <i>(Home Health aide services limited to 80 visits that are applicable to the 100 visit limit)</i>	No Member cost after Plan Deductible	20% after Plan Deductible

PREVENTION AND WELLNESS
<p>In-Network prevention and wellness services as defined by the United States Preventive Service Task Force (listed below) are exempt from all member cost share (deductible, copayment and coinsurance) under the Patient Protection and Affordable Care Act (PPACA). Services that are exempt from cost share must be identified by the specific codes. The codes your health care provider submits must match ConnectiCare's coding list to be exempt from all cost share. Please take note that not all preventive services are listed below and that some diagnostic services provided in relation to preventive and wellness services require member cost share. Go to <a href="http://www.connecticare.com/preventive">www.connecticare.com/preventive</a> for more information on coverage of preventive care or services.</p> <ul style="list-style-type: none"> <li>• Routine physical exam and appropriate screening and counseling for adults (including but not limited to cardiovascular disease, depression, obesity and sexually transmitted infections)</li> <li>• Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration (including but not limited to depression, obesity and sexually transmitted infections)</li> <li>• Preventive care and screenings for women supported by the Health Resources and Services Administration:             <ul style="list-style-type: none"> <li>• At least one well-woman preventive care visit annually to obtain the recommended preventive services</li> <li>• Screening for diabetes during pregnancy, two per pregnancy</li> <li>• Human Papillomavirus (HPV) testing, age 30 or older, one per year</li> <li>• Counseling on sexually transmitted infections for all sexually active women, two per year</li> <li>• Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women</li> <li>• Contraceptive methods approved by the Food and Drug Administration, sterilization procedures and contraceptive patient education and counseling</li> <li>• Comprehensive lactation support, counseling, a breast pump, (either manual or non-hospital grade electric) and breastfeeding supplies</li> <li>• Screening and counseling for interpersonal and domestic violence for all women and adolescents</li> </ul> </li> <li>• Bone density screenings, age 60 or older</li> <li>• Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, age 50 or older</li> <li>• Routine mammography screening</li> <li>• Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC</li> <li>• Outpatient laboratory services:             <ul style="list-style-type: none"> <li>• Cervical cancer and cervical dysplasia screening – pap smear</li> <li>• Lipid cholesterol screening for adults and children at risk</li> <li>• Fasting plasma glucose or hemoglobin A1c</li> <li>• Hematocrit and Hemoglobin for children up to age 21</li> <li>• Lead screening, for children</li> <li>• Tuberculin testing for children</li> <li>• Chlamydia, syphilis and gonorrhea screening for females all ages</li> <li>• Human immunodeficiency virus screening – HIV testing, no limit</li> <li>• Screening for phenylketonuria (PKU) in newborns, under 3 months of age</li> <li>• Screening for sickle cell disease in newborns, under 3 months of age</li> <li>• Hepatitis B screening for adolescents and adults at risk</li> <li>• Hepatitis C screening for adults at risk</li> <li>• Lung Cancer Screening for adults ages 55 -80 who have smoked</li> </ul> </li> <li>• Routine vision screening up to age 21, one per year when services are rendered by a primary care provider</li> <li>• Routine hearing screening up to age 21 when rendered by a primary care provider</li> <li>• Dental caries prevention up to age 5 when rendered by a primary care provider</li> <li>• Developmental, autism, and psychosocial/behavioral assessments up to age 21 when rendered by a primary care provider</li> <li>• Dietary counseling for adults with cardiovascular disease, hyperlipidemia or obesity</li> <li>• Alcohol misuse screening and counseling</li> <li>• Tobacco cessation interventions</li> <li>• Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic bacteriuria in women who are pregnant.</li> <li>• Screening for abdominal aortic aneurysm in men age 65 - 75 who have ever smoked</li> <li>• BRCA counseling and genetic screening for women at risk</li> <li>• Physical therapy to prevent falls in adults ages 65 and older</li> </ul>



**Important Information**

- If you have questions regarding your plan, visit our website at [www.connecticare.com](http://www.connecticare.com) or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2015.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.

**Benefits are Subject to Department of Insurance Approval**



## FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: **Town of Weston**

PRESCRIPTION DRUGS		
Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Contract Year Plan Deductible</b> (Deductible is combined for In- and Out-of-Network prescription drug benefits)	\$2,500 Individual \$5,000 Family  The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services.  If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.	\$2,500 Individual \$5,000 Family  The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services.  If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.
<b>Out-of-Pocket Maximum</b> (Includes a combination of deductible, copayments and coinsurance for health and pharmacy services) (The Out-of-Pocket Maximum is combined for In- and Out-of-Network prescription drug benefits)	\$3,500 Individual \$7,000 Family	\$5,000 Individual \$10,000 Family
<b>Out-of-Network Reimbursement</b>	Not Applicable	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
RETAIL PHARMACY (up to a 30 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Tier 1 drugs</b> (Generic Drugs)	\$5 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum
<b>Tier 2 drugs</b> (Preferred Brand Drugs)	\$25 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum
<b>Tier 3 drugs</b> (Non-Preferred Brand Drugs)	\$40 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum



MAIL ORDER PHARMACY (up to a 90 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Tier 1 drugs</b> (Generic Drugs)	\$10 Copayment after Plan Deductible up to Pharmacy Cost-Share Maximum	100%
<b>Tier 2 drugs</b> (Preferred Brand Drugs)	\$50 Copayment after Plan Deductible up to Pharmacy Cost-Share Maximum	100%
<b>Tier 3 drugs</b> (Non-Preferred Brand Drugs)	\$80 Copayment after Plan Deductible up to Pharmacy Cost-Share Maximum	100%
<b>Additional Information</b>		
<ul style="list-style-type: none"> <li>Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy &amp; Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.</li> <li>Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at <a href="http://www.connecticare.com">www.connecticare.com</a> or call our Member Services Department at 1-800-251-7722.</li> <li>Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.</li> <li>Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at <a href="http://www.connecticare.com">www.connecticare.com</a> or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.</li> <li>Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to a 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and <u>are not part</u> of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy <u>is different</u> from the Cost Share for ConnectiCare's Mail Order program.</li> <li>Always remember to carry your ConnectiCare ID Card.</li> <li>If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.</li> </ul>		