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**AGREEMENT
BETWEEN
THE TOWN OF WINDSOR
AND WINDSOR POLICE
DEPARTMENT
EMPLOYEES
ASSOCIATION**

JULY 1, 2019 – JUNE 30, 2021

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PREAMBLE

This Agreement made and entered into by and between the Town of Windsor, Connecticut, hereinafter referred to as the "Town," and the Windsor Police Department Employees Association, hereinafter referred to as the "Union."

WITNESSETH:

Whereas it is the intent of the parties hereto to promote a harmonious relationship in connection with the conditions of employment, deemed essential due to the nature of the duties of the members of said Union, and

Whereas the parties desire to set out certain areas of agreement as to said conditions in accordance with Section 7-467 through 7-477 of the Connecticut General Statutes, as amended, and the Town's Personnel Rules and Regulations;

Now, therefore, in consideration of these premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1. Management Rights. Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers, and authority heretofore existing, including but not limited to the following: Determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibility, and prerogatives are inherent in the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE II. RECOGNITION AND UNIT DESCRIPTION

SECTION 2.1. Recognition and Unit Description. The Town recognizes Windsor Police Department Employees Association as the sole and exclusive bargaining agent for the classifications of Police Officer, Detective, Sergeant, Lieutenant, and Animal Control Officer, including all positions below the rank of Captain.

SECTION 2.2. Non-Discrimination. The Union, its officers and the Town shall not engage in any action or behavior which discriminates on the basis of race, creed, color, sex, marital status or national origin. For the purpose of effectuating non-discrimination on the basis of sex, the masculine and feminine gender shall be interchangeable in this Agreement.

- b. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 4.3. Procedure. The Union shall have available the following grievance procedure on behalf of any employee who feels aggrieved concerning wages, hours, or conditions of employment or on any matter under this contract excepting the wage scale itself set forth herein. Time limits specified below may be extended by mutual agreement if by the nature of the grievance such is required.

- Step 1. Any grievance shall be submitted in writing to the Chief of Police within ten (10) working days of the occurrence which gives rise to the grievance. In the text of the grievance, the grieving party will document that he did discuss the issue at hand with his supervisor, or the supervisor giving rise to the grievance, prior to the written submission. The Chief of Police or his designee shall render a decision within ten (10) working days of receipt of the grievance.
- Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it shall be presented in writing to the Town Manager or his/her designee within ten (10) working days of receipt of the decision at Step 1. The Town Manager or his/her designee shall render a decision on the grievance within ten (10) working days of receipt of the grievance. Either party shall be granted a ten (10) working day extension provided written notification of such extension is received within the time frame of this Step.
- Step 3. In the event the grievance is not resolved by Step 2, the Union may, within ten (10) working days of the Town Manager's decision, submit the grievance to mediation and arbitration by the State Board of Mediation and Arbitration in accordance with its usual rules and procedures, at the same time notifying the Town's Personnel Office of the submission. The Union's notice to the Town's Personnel Office shall include a copy of each document submitted to the SBMA and shall be served upon the Town at the same time and using the same means of submission as the Union uses to make its submission to the SBMA. In determining the timeliness of a submission of a grievance to arbitration, the date upon which the SBMA receives the Union's submission shall be controlling.

SECTION 4.4. Arbitration Limits.

- a. Only the Union shall be authorized to submit a grievance to arbitration.
- b. Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.
- c. When both parties agree, a single public member arbitrator will be used to arbitrate grievances under this article.

SECTION 5.2. Handling of Citizen Complaints.

- a. Any formal complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.
- b. The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he/she determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be handled in an expeditious manner by the Chief of Police and be concluded within thirty (30) days of the filing of the complaint. The thirty (30) day time period may be extended for unusual circumstances (i.e. witness may be out of town or incapacitated in a hospital, etc.). When the investigation has been concluded, the Police Officer involved shall be notified of the outcome.
- c. In the absence of any further corroboratory evidence after a Departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.
- d. If a false complaint, signed or otherwise, is made against any Police Officer, the Chief of Police, the Union Executive Board and the Police Officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.

SECTION 5.3. Internal Investigative Procedures. Whenever a Police Officer is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

- a. Any questioning of the Police Officer shall be conducted at a reasonable hour, normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
- b. If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.
- c. The Police Officer shall have the right to be represented by counsel of his/her choice at his/her own expense when the officer is being charged or likely to be charged with a criminal offense. If the employee so desires, a local Union representative may be present during any questioning which may lead to suspension, involuntary demotion, dismissal or arrest.
- d. Any Police Officer suspended from his/her duties shall be entitled to a hearing which shall be held as expeditiously as possible, until such hearing is held and a decision is made, said suspension shall be with pay.

- a. Police Officers shall receive a 2.00% salary increase.
 - b. Detectives shall receive a 2.5% salary increase.
 - c. Sergeants shall receive a 2.10% salary increase.
 - d. Lieutenants shall receive a 2.50% salary increase.
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- e. The Animal Control Officer shall receive a one-time payment of 2.00%.

Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification.

SECTION 6.3. Employees hired after November 7, 2016, prior to reaching the maximum step for their classification, shall receive one full step increment and the general wage increase, if applicable as indicated in this section, on the anniversary date of employment or promotion, but shall not exceed the maximum for their classification.

SECTION 6.4. Probationary Increase. During the first year and after successful completion of the Town probationary period, a Police Officer shall be eligible for an increase of one full step, and after one year of service, the rate of such Police Officer shall be determined in accordance with the base rate of the prevailing salary schedule under this Agreement.

SECTION 6.5. Wage and salary rates payable to the employees covered by this Agreement are fully set forth in Appendix B, which is hereby incorporated into, and made a part of, this Agreement. Said rates shall be on a weekly distribution.

ARTICLE VII. HOURS OF WORK

SECTION 7.1. Work Period/Work Week: The "Work Period" for employees of this bargaining unit (excluding the Animal Control Officer) shall be the bid duration of Two (2) months, as set forth in Section 7.5(a) of this Article. This Work Period shall also be applicable to all bargaining unit employees (excluding the Animal Control Officer) regardless of whether the employee bids his/her schedule according to Section 7.5(a) of this Article. It is the intent of the parties to this Agreement that this Work Period qualify under Section 7(k) of the Fair Labor Standards Act, and be within the meaning of "work period" as set forth in 29 CFR 553.224. For said employees a "tour of duty" for the purpose of 29 CFR Section 553.220, shall consist of a single bid shift as set forth in Section 7.2 of this Article. The regular workweek for all officers shall consist of five (5) days per week of eight hours and five minutes (8:05) each day or four (4) days per week of ten hours and five minutes (10:05) each day, including thirty (30) minutes for mealtime. Patrol shift supervisors' work week shall include a fifteen (15) minute "early report" for each patrol shift supervised, scheduled in accordance with Section 7.2 and paid at time and one half. Only one "early report" shall be paid for a consecutive sixteen-hour period of work. "Early Reports" shall not be deemed in conflict with

adjusted for that day to allow the detective to report at 1555 hours. Patrol officers assigned to the detective division under Section 20.21, or for other temporary duty, will not be considered in determining staffing levels as described above. Nothing in this section shall be considered to guarantee a minimum detective staffing.

- d. Other Support Services personnel will work from 0755 hours to 1600 hours Monday through Friday except where specifically agreed between the Town and Union.

SECTION 7.3. Mealtime. Thirty (30) minutes shall be allowed for mealtime, and when the officer is on his/her mealtime, the on-duty supervisor shall see that coverage shall be extended to that position. The thirty (30) minute meal time may be extended to forty-five (45) minutes provided the officer uses the mealtime break to engage in a physical fitness workout in the Department gym or aerobic exercise commencing and ending in the gym.

SECTION 7.4. Report Writing. Report writing is acknowledged to be part of an employee's regular duty and shall be performed during the regular eight (8) hour shift unless otherwise authorized.

SECTION 7.5. Scheduling.

- a. The schedule will be bid on the basis of seniority for a duration of two (2) months for patrol assignments. . The Town agrees to make training available so that patrol officers may qualify for Communication Division overtime (dispatching duties).
- b. Patrol Assignments will be filled utilizing the Bid Process outlined in Appendix A.
- c. During the bidding process, each officer, in accordance with seniority, shall have a maximum of 24 hours to indicate their selection. Any officer not making a selection within 24 hours will be passed over and will be assigned at the conclusion of the bidding. Any officer on authorized leave during the bidding process will be notified in order for them to have the opportunity to bid provided the officer has given the department notification of where the officer may be contacted.

SECTION 7.6. Daylight Savings Time. Employees who work C shift on the date when the clocks are moved forward, will report for work one hour earlier than the normal schedule. Employees who work the C shift on the date when the clocks are turned back, will be paid one hour at time-and-a-half for the extra hour worked.

ARTICLE VIII. OVERTIME

SECTION 8.1. Time Worked. Police Officers, Detectives, Sergeants and Lieutenants shall be compensated at the rate of time-and-one-half for all time actually worked over eight hours and five minutes in a tour of duty or forty hours and twenty-five minutes in a workweek. Animal Control Officer shall be compensated at time-and-one-half for all time actually worked over eight hours in a tour of duty or forty hours in a workweek. All leave except sick leave and compensatory time shall be counted as time worked in the computation of overtime.

3. Detectives will have first preference for overtime duty on stake-outs and surveillance requiring a plainclothes officer.

f.. Communications Division Overtime.

Any vacancy requiring overtime in the Communication Division shall be filled as follows:

1. First - offered as overtime to dispatchers
2. Second - offered as overtime to desk qualified officers per preference in Section 8.2a above.
3. Third - offered to desk qualified officers who would be interested in a mutually agreeable reassignment (who are already scheduled to work the same shift as the vacancy) provided if reassignment causes hiring of off-duty officer(s) and there are no volunteers, skip to next subsection D.
4. Fourth – order in a dispatcher
5. Fifth – order in a desk officer – this would only happen in the most extreme circumstance when no dispatchers are available to order.

SECTION 8.3. General. It is agreed that the assignment of overtime shall be regulated by the following:

- a. Overtime assignments shall be made in accordance with the above procedures on the basis of the recorded work schedule. The exchanges or "swaps" of tours of duty shall not be considered in the computation of overtime. The exchanges or "swaps" of tours of duty between two (2) officers shall be permitted subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town. The exchanges or "swaps" of tours of duty among more than two (2) officers shall be subject to a two (2) days advance notification and specific approval of the Police Chief or second-in-command; if neither is available, the request shall be submitted in writing two (2) days in advance to the scheduling Sergeant. The exchanges or "swaps" of tours of duty shall be further subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town.
- b. No officer shall be eligible, except in a dire emergency, to work an overtime shift if it results in his/her working more than sixteen hours and five minutes (16:05) consecutively. No officer shall be ordered in to work an overtime shift if it results in the officer working more than sixteen hours and five minutes (16:05) in a twenty four (24) hour period or thirty two hours and ten minutes (32:10) in a forty eight (48) hour period. In addition to working their normal forty hour and twenty five minutes work week, no employee shall work more than 40 actual hours of overtime (Department and/or Private Job) in a week, except in a dire emergency.
- c. Management retains the right to assign an available superior officer normally to fill an unfilled shift of a subordinate officer (excluding Police Officer except in an emergency) when it is determined by management to be in the best interest of the Town.

- i. Compensatory time will be allowed as long as it complies with the Fair Labor Standards Act (FLSA) and applicable State law. Compensatory time will be earned at the applicable overtime rate and taken under the same provisions for taking vacation leave (Section 16.2.d). Compensatory time may accrue to a maximum of one hundred twenty (120) hours. No more than one hundred fifty (150) hours may be earned and used in each fiscal year. Effective July 1, 2014, the maximum earned and used in the fiscal year shall be one hundred (100) hours. Effective July 1, 2015 and for each fiscal year thereafter, the maximum earned and used in each fiscal year shall be eighty (80) hours.
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- j. All bargaining unit members hired before July 1, 2013 shall be credited with the following leave time each year:

At the beginning of the 5th year 16 hours

At the beginning of the 10th year 24 hours

At the beginning of the 15th year 32 hours

At the beginning of the 20th year 40 hours

The foregoing leave time will be credited to the employees Police Leave Time account on each July 1st prior to the employees hiring anniversary date. If upon the crediting of the above amounts, those amounts plus the officer's compensatory time exceeds the compensatory time limit set forth above, the officer shall have 90 days to bring the number of compensatory hours below the limit, or shall be paid a sufficient number of hours of the leave time (at straight time pay) to bring the officer below the limit.

Notwithstanding the foregoing, all employees hired on or before June 30, 2013, shall receive the amount of leave time they were credited during the 2012-13 year each year until the employee has reached his/her twentieth (20th) year, when he/she will be credited with forty (40) hours of leave time.

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

- k. In order for one employee to bump another employee from an overtime assignment, there must be at least twelve (12) hours' notice before the start of the job.

ARTICLE IX. STANDBY

SECTION 9.1. Definition - Rate of Pay.

- a. When an employee is subject to call for emergency service but is simply required to keep the employer informed as to the location at which he/she may be contacted and his/her

SECTION 11.4. Personal Item Replacement. Personal clothing, watches, eyeglasses, and other approved personal items determined to be damaged or destroyed in the line of duty shall be repaired or replaced at market value by the Town.

SECTION 11.5. Uniforms. Seasonal uniform options are set forth in a General Order 10.04 (effective date 02/2013). In the event that the Town wishes to change said uniform requirements, the parties shall negotiate such changes to the extent required by law.

ARTICLE XII. PRIVATE JOBS

SECTION 12.1. Definition and Rate of Pay. It is recognized that there are Town jobs and private jobs. Town jobs are all jobs for which the Town is not reimbursed or the reimbursement is from public funds or budget appropriation. Private jobs are all jobs for which the Town is reimbursed by a firm or individual. Regular police officers shall have first preference on all Town jobs requesting police personnel, excluding church traffic, Shad Derby, and Halloween, where first preference shall go to supernumeraries and traffic safety specialists. No member of the Department shall negotiate or work a private job as a Police Officer for the Town unless such job is contracted for through the Town. Regular Police Officers shall have first preference on the assignment to all private jobs according to Section 8.2.

If a Police Officer is not available the job may be assigned to a Supernumerary Officer. Detectives will have first preference for duty requiring a plainclothes officer. Regular officers assigned to a private job shall be paid as follows:

<u>Length of Duty</u>	<u>Rate of Pay</u>
4 hours or under	4 x highest Police Officer hourly salary x 1 1/2
4 hours to 8 hours	8 x highest Police Officer hourly salary x 1 1/2
8 hours to 12 hours	12 x highest Police Officer hourly salary x 1 1/2
12 hours or over	highest Police Officer hourly salary x 1 1/2 x number of hours worked

SECTION 12.2. Cancellation Notice. A mutually agreeable list will be prepared for clarification of Town jobs versus private jobs. In the event a private job is cancelled with less than four (4) hours notification to the department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the prescribed rate for the job.

SECTION 12.3. Bumping. In order for one employee to bump another employee from a private job, there must be at least twelve (12) hours' notice before the start of the job.

SECTION 14.2. Rate of Pay.

- a. On nine (9) of the above listed official holidays, and unscheduled holidays, i.e., days of mourning, dedication or other days given off to all other Town employees in addition to official holidays, the following shall apply: An officer who is scheduled and works on a holiday shall receive compensation at the rate of time-and-one-half his/her regular rate. An officer whose scheduled day off falls on the holiday shall receive another day off, or at the officer's option, an extra day's pay at straight time in lieu of the holiday.
- b. The three (3) remaining holidays chosen by the officer may be taken as vacation days on or after the actual date of the holiday and in accordance with Section 16.2 and applicable department policies. Holiday time cannot be carried over into the next fiscal year and any unused holiday time will be paid to the employee at straight time.
- c. Employees who are scheduled off on any of the nine (9) holidays chosen by the employee and are called in to work on an official holiday shall be paid double time plus their regular pay at straight time.

SECTION 14.3. Pyramiding Limitation. The Union agrees that, as concerns the overtime provisions specified in this Agreement, no provisions shall be construed so as to allow the doubling or pyramiding of overtime.

SECTION 14.4. Other Leave Conflict. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department head.

SECTION 14.5. Supervisors. When two supervisors are scheduled to work on a holiday, the Chief of Police may require one supervisor to take the holiday off. If this occurs, the supervisor with the least departmental seniority shall be the one required to take the holiday off.

ARTICLE XV. LEAVE

SECTION 15.1. Sick Leave. Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his/her probationary period according to the following:

Years of Continuous Service

Work Days at Full Pay Per Year

0 to Termination

10

- a. Sick leave shall not accrue from year to year except to the extent of fifty (50%) percent of unused sick leave to a maximum of five (5) days carried into the next Fiscal year. Therefore, there shall be a maximum of fifteen days of sick leave available in any fiscal year. Sick leave eligibility will be computed on a fiscal year basis and will be renewed annually on July 1.

5 years up to but not including 10 years	20	230
10 years up to but not including 15 years	50	200
15 years and over	120	130

- a. Supplemental Sick leave benefit payments begin the fourth day of absence due to an "off-the-job" accident and on the sixth day due to illness. An employee is eligible to receive payments under the supplemental sick leave benefit provided he/she has completed six months employment with the Town and is in work status at the completion of his/her six months employment. While it is not necessary to be confined in a hospital, the employee must be under a doctor's care in order to be eligible.
- b. The length of Supplemental Sick Leave Benefit payments is limited to 52 weeks.
- c. The eligibility and benefits under this Section 15.2 shall be the same as those in effect on July 1, 2013.

SECTION 15.3. Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by worker's compensation insurance. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during his/her absence, for a period not to exceed nine (9) months. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents.

- a. All payments on injury leave shall be made subject to the same rules and regulations as worker's compensation insurance. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

SECTION 15.4. Bereavement Leave. Each regular employee who works twenty (20) or more hours per week shall be granted bereavement leave up to three (3) days by the Town Manager when death occurs in the employee's or spouse's immediate family. For purposes of this rule, "immediate family" shall include: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, aunts, or uncles by blood, marriage or adoption, or anyone who is domiciled in the employee's household.

SECTION 15.5. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her department head of the scheduled jury duty in advance.

SECTION 15.6. Personal Leave. Each bargaining unit member shall receive two (2) personal leave days for each fiscal year. Personal leave shall not accrue from year to year.

In addition, employees may earn additional personal leave days by maintaining an exemplary attendance record throughout the fiscal year. If an employee uses either no or very little sick leave,

Length of Continuous Service

Earned Vacation Leave

1 month up to but not including the 8th year	.83 days per month
8th year up to but not including the 15th year	1.25 days per month
Beginning the 15th year of service and beyond	1.66 days per month

SECTION 16.2. Guidelines and Limitations.

- a. A regular employee may carry over a maximum of one-half (1/2) his/her earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum limits:

Up to but not including 5 years of service	15 days
5 years up to but not including 10 years	22.5 days
Over 10 years of service	30 days
- b. Vacation leave shall be determined by the length of continuous service.
- c. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one-half (1/2) his normal workday. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.
- d. Whenever there shall be a conflict in requested vacation dates, preference shall be given to employees according to seniority. Notification for vacation leave of less than two (2) days shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the Office of the Chief; however, on weekends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.
- e. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

Notwithstanding the foregoing, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 84% percent of the full premium cost for the coverage, excluding dental coverage under Section 17.3 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay 16% of the full premium cost.

Notwithstanding the foregoing, effective July 1, 2018, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 83% percent of the full premium cost for the coverage, excluding dental coverage under Section 17.3 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay 17% of the full premium cost.

SECTION 17.3. Section 125 Flexible Spending Plan. The Town shall make available a Section 125 Plan, as allowable under the Internal Revenue Code, for employees who wish to participate in it.

SECTION 17.4. Retiree Insurance and Premium Share. A retired employee may elect to continue the Town's hospital, medical prescription and dental insurance plan following retirement of the subscribing employee and his or her spouse at the time of retirement (per Appendix C) (other than dental, as set forth below), with the retired employee paying a premium share as set forth below. The hospital and medical insurance plan shall be the plan selected by the retiree from the plan(s) available to current employees at any given time, as it may change from time to time, provided said plan(s) include all those plan(s) available to any current employee. The retiree may also chose from any other group plan(s) available or offered to any other groups of employees employed by the Town, (regardless of and without necessarily meeting any special requirements such as receipt of benefits from Medicare, military or VA), as they may change from time to time. If a retiree selects a plan not offered members of this bargaining unit, the retiree shall pay the same premium share as the employees enrolled in said plan without the limitation set forth below.

For health insurance (other than dental) the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time with the retiree's share capped at twenty five (25%) percent of the premium.. For dental coverage the Town shall pay the foregoing premium share for the retiree, and the retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage.

No such contribution shall be made if other Hospitalization and Medical insurance coverage is available or becomes available to the retiree through another employer of the retiree. If the retired employee's spouse has comparable Hospitalization and Medical coverage available to him/her through his/her employer or the retiree's employer, the retiree and his/her spouse shall not be eligible for coverage under the Town's insurance coverage. To be eligible for benefits hereunder, each retiree shall

SECTION 17.5. Dental Plan. Employees in the bargaining unit are eligible to subscribe to the Town's dental plan upon appointment. Enrollment in the Town's dental plan for bargaining unit members shall be the Connecticut Blue Cross Full Service Plan for Dental Care plus Rider A.

SECTION 17.6. Retiree Dental Plan. The Town's dental plan shall continue in effect following retirement of the subscribing employee, with the Town paying the same percentage of premium as it pays for current employees at any given time, as it may change from time to time with the retiree's share capped at twenty five (25%) percent of the premium. At the employee's option, he/she may elect to continue coverage for their dependents and/or spouse after retirement; however, the premium for such coverage shall be paid by the retiree.

SECTION 17.7. Accident and Sickness Insurance. Regular employees who have completed six (6) months employment shall be covered by the Town's accident and sickness insurance plan (weekly disability indemnity). The Town shall pay the full accident and sickness insurance premium of each eligible employee.

SECTION 17.8. Life Insurance. Regular employees who have completed six (6) months employment shall be eligible to subscribe to the Town's life insurance plan. The life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The schedule of insurance benefits and premium cost to the employee is based upon the employee's annual base earnings in accordance with the Plan of Group Life Insurance which will be made effective with the signing of this Agreement.

- a. Group Term Life Insurance Eligibility - Regular employees who have completed six (6) months employment working twenty (20) or more hours per week are covered by the Town's group term life insurance plan.
- b. Type of Plan and Benefits - The group term life insurance benefit is payable to the employee's designated beneficiary in the event of the employee's death from any cause. Benefits shall be paid in accordance with the life insurance contract in force.

The group term life insurance benefit is equal to one-and-one-half (1 1/2) times the employee's annual base earnings rounded up to the next higher \$1,000 amount, to a maximum of \$50,000.

- c. Payment of Premium - The Town shall pay the full premium for each eligible employee.
- d. Conversion - Eligible employees who are separated from the Town Service shall have the privilege to convert the group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 17.9. Accidental Death and Dismemberment. Regular employees who have completed six (6) months employment shall be covered by the Town's accidental loss of life, limb or sight insurance plan. Coverage is for the employee only in case of an off-duty accident. Benefits rendered

training call-out of four (4) hours and a maximum training time of eight (8) hours per session, except that there may be one annual station meeting for all departmental personnel which shall be a minimum training callout of two (2) hours scheduled with proper notice. Any authorized expenses incurred by employees in connection with assigned training will be reimbursed by the Town. An employee may be required to attend, and will be paid for, two (2) hours of training annexed to either end of his/her shift (and not any part of his/her regular shift) with at least thirty (30) days prior notice and no more than once during each quarter of the fiscal year. The assignment shall be for training only.

SECTION 19.2. Notices - Eligibility. All notices of police schools to which the Department intends to send someone shall be posted, when possible, at least two (2) weeks prior to said school dates. All officers shall have the right to request that they attend when enrollment permits. Whenever there is an extra person on a shift, any member of said shift desiring to attend said school shall be allowed to do so with approval of the Chief of Police, provided the opportunity is provided on a fair and equitable basis.

SECTION 19.3. Physical Fitness.

- a. Frequency. Officers covered by this Agreement shall be required to undergo a physical examination in minimum intervals as follows:

Eighteen (18) - Forty-five (45) years of age - every five (5) years.

Forty-five plus (45+) years of age - every two (2) years.

Any deviation from the foregoing schedule shall only be made for reasonable cause.

- b. Cost. The Town shall bear the cost of such examination.
- c. Results of Examination. The results of the physicals shall be sent to each officer upon completion of the physical. When the examination results in recommendations for remedial measures or treatment, a notification of the treatment recommended shall be furnished to the Chief. It shall be the duty of the officer concerned to reasonably comply with the recommendations concerning remedial measures or treatment made by the examining physician, unless he/she requests a second opinion from another physician and the recommendations are not the same. Such second opinion, if requested, shall be secured at the employee's personal expense.

Should the recommendations determined by the employee's physician be different from that of the Town's examining physician, a mutually agreeable physician shall be selected for a third, final and binding opinion.

- d. All employees hired prior to the ratification of this Agreement shall participate in a physical fitness program that is individually designed by a certified counselor. Counseling shall be done within work hours. The Town will provide nutritional and physical fitness counseling to each individual member and shall make available a physical fitness facility for all members. While participation in the physical fitness program is mandatory, no discipline shall be

SECTION 19.4. Psychological Evaluation. When the Chief of Police deems it necessary to send an officer for a psychological/psychiatric evaluation to determine fitness for duty, a report will be provided to the Chief by the examiner in the following manner:

- a. Fit for duty - if the officer is found to be fit for duty, the examiner shall report only that finding.
 - b. Unfit for duty - if the officer is found to be unfit for duty, a full report will be provided to the Chief of Police.
-

SECTION 19.5. Drug Testing. The department will conduct drug testing pursuant to G.O. 11.05 Drug Abuse, Alcohol Misuse, and Testing

ARTICLE XX. GENERAL PROVISIONS

SECTION 20.1. Position Classifications. Copies of all present, new or amended position classifications for positions covered by this Agreement shall be forwarded to the Union.

SECTION 20.2. Insurance Contracts. The Union has the right to receive copies of the insurance contracts covering police personnel.

SECTION 20.3. Town Council Agendas. The secretary of the Union shall receive the agenda of all Town Council meetings.

SECTION 20.4. Union Meetings. Employees on duty, whenever possible and when necessary, shall be permitted to attend meetings of the Union.

- a. The members of the Union's bargaining committee (not to exceed seven (7) and no more than three (3) members from the same shift) who are scheduled to work a tour of duty during the Collective Bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, or its agents or representatives, and the Union held for the purpose of negotiating the terms of the contract or any supplement thereto.
- b. The President, the shift steward and employees involved in any grievance shall be granted leave of absence without loss of pay for the time required to discuss and process any grievance with the employee involved, and to participate in any grievance step as described in this Contract or in any arbitration proceedings consequent thereto.
- c. The Union officers, one (1) chief steward and a shift steward, or his/her designee shall be permitted to discuss official Union business with (a) the Chief of Police and his/her assignees during his/her working hours and (b) with employees prior to on-duty roll call and/or off-duty roll call. The Union president and a steward shall be permitted to discuss official Union business during regular working hours with any employees on matters pertaining to such an employee's grievance, at a time during said regular working hours that the Chief of Police shall designate.

SECTION 20.12. Minimum Staffing. The Town will provide a minimum staffing level of five patrol districts on the "B" shifts seven (7) days per week and a minimum staffing level of five patrol districts on the "A" shift Monday through Friday, and a minimum of four patrol districts on the "A" shift on Saturday and Sunday. The Town will also provide a minimum staffing level of four patrol districts on the "C" shift seven (7) days per week. Sergeants shall not be counted for minimum staffing

SECTION 20.13. Continuation of Contract. During any future periods of negotiations where there is no collective bargaining contract in force, the expired contract shall continue in full force and effect. In addition, eligible step increases shall be continued only for those regular employees employed as of the date of contract signing.

SECTION 20.14. Residency Requirement. There is no residency requirement for employees of this bargaining unit.

SECTION 20.15. Awards Policy. The present awards policy shall be maintained for the duration of this Agreement, except that the practice of granting "award days" shall be discontinued immediately upon the effective date of this Agreement.

SECTION 20.16. Grooming. All Police Officers must present a generally neat and clean appearance according to the basic guidelines stated below:

- a. Haircuts. Whatever hairstyle the individual chooses to wear must be neatly groomed. The length of the hair will not extend beyond one inch below the base of the collar, unless pinned up, in all cases, the bulk and length of the hair will not interfere with the proper and normal wear of any uniform department head gear.
- b. Moustache. The pattern shall be neatly trimmed and tidy.
- c. Sideburns. If worn, they must be neatly trimmed and the base will be a clean shaven horizontal line not more than two (2) inches below the ear lobe.
- d. Beards and Goatees. If worn, must be closely trimmed, neat and clean, and the length of such facial hair shall not exceed one-half (1/2) inch.
- e. Jewelry. Wristwatches, identification bracelets and rings are authorized for wear with the uniform. Small post-type pierced earrings may be worn with the uniform.

SECTION 20.17. Special Assignments. All special assignments shall be for a maximum of four (4) years. This does not prohibit periods of less than four (4) years. Officers in a specialized assignment for more than two (2) years must return to patrol for a one (1) year period before being assigned to a subsequent special assignment. This shall not apply if no other officers are interested in the assignment.

SECTION 20.18. Performance Evaluation. The performance evaluation system for all sworn personnel shall be that which is detailed in General Order 11.20 – Performance Evaluations. All

ARTICLE XXI. DESK OFFICER FUNCTION

The Town will continue to offer training in order to allow officers to become "desk qualified."

ARTICLE XXII. LIEUTENANT PROMOTION

, The parties agree that for the Lieutenant test only, the parties will use the Assessment Center or best practice as agreed to by the parties. If after trying the Assessment Center it is unsatisfactory to either party, the parties agree to negotiate over the testing method for the position of Lieutenant.

ARTICLE XXIII. DURATION

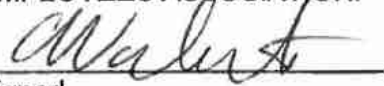
This Agreement shall be effective upon ratification and shall be retroactive only to the extent set forth in this Agreement, and shall remain in full force and effect until June 30, 2021 and thereafter shall continue in effect from year to year, except it may be amended at any time by mutual agreement or upon the termination date of said Agreement by giving to the other party not less than one-hundred-fifty (150) days, nor more than one-hundred-eighty (180) days, written notice of intention to propose amendments.


Appendices A, B, C, and D are all incorporated into this agreement.

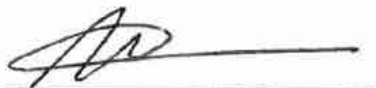
IN WITNESS WHEREOF, the parties hereto have set their hands this 21ST day of

June, 2019.

FOR WINDSOR POLICE DEPARTMENT
EMPLOYEES ASSOCIATION:


Signed


Signed


Signed

FOR THE TOWN OF WINDSOR:


Signed


Signed


Signed

- Appendix A -

Bid Schedule

Detective Division Schedule / Call Out Procedures

Appendix A

Bid Schedule

1. Two month bid cycle. Bid two cycles at a time.

- a. The Bid sheet will be posted a minimum of two months before the beginning of a bid period. The bid will be complete no later than 3 weeks before the start of the bid. Period.

The Bid cycle starts on the 1st Sunday of July, September, November, January, March, and May.

2. The following bid slots will be posted: (Reporting Times are defined in Section 7.2)

C SQUAD

OFC 1	11P-7A
OFC 2	11P-7A
OFC 3	11P-7A
OFC 4	11P-7A
OFC 5	11P-7A
OFC 6	11P-7A
OFC 7	11P-7A
OFC 8	11P-7A

A SQUAD

OFC 1	7A-3P
OFC 2	7A-3P
OFC 3	7A-3P
OFC 4	7A-3P
OFC 5	7A-3P
OFC 6	7A-3P
OFC 7	7A-3P
OFC 8	7A-3P
OFC 9	7A-3P

B SQUAD

OFC 1	3P-11P
OFC 2	3P-11P
OFC 3	3P-11P
OFC 4	3P-11P
OFC 5	3P-11P
OFC 6	3P-11P
OFC 7	3P-11P

7. **All special assignments shall be for a maximum period of four years.** This does not prohibit periods of less than four years. Officers in a specialized assignment for more than two years must return to patrol for a one year period before be assigned to a second special assignment. This shall not apply if no other officers are interested in the assignment.
8. **Officers on Special Assignment will be included in the bidding overtime and Private Duty job rotation.** Officers on Special Assignment shall no longer receive a special services stipend.
9. **Employees on special assignments shall have their days and hours of work posted on the bid for purposes of position on the overtime and private duty rotation.** Any changes to a special assignment officer's schedule to meet assignment needs shall not be considered time off for purposes of distribution of overtime and private duty jobs.
10. **Officers assigned to patrol related specialized assignments (Bike Officers, Traffic Enforcement, Crime Suppression, Warrant Service, etc) may be pulled from their assignment and used towards minimum staffing in patrol.** If available, officers assigned to traffic enforcement will respond to and investigate MV accidents
11. **With the addition of 10 hour work days on A, B, and C Squads, minimum staffing on C Squad between the hours of 2 am and 6 am will be 3 officers.** This does not preclude the C Squad supervisor from holding over a B squad officer that is scheduled to work from 4p – 2a over if coverage above 3 cars are needed to answer calls for service. If C Squad on Saturday or Sunday falls below 4 officers between 2 am and 6 am, the department will offer a 4 hour overtime for this period. This will be on a voluntary basis. This does not prevent a supervisor from holding over officers if necessary due unforeseen circumstances, such as higher call volumes or critical incidents requiring additional officers.
12. **Officers working 10 hour shifts shall be charged 1.25 days of leave time for any leave taken.**
13. **When officers working a 10 hour shift are scheduled for any full day training, their work week when the training occurs will revert to a 5 day – 8 hour schedule.** The work week for the 6 slots will be as follows:
 - a. C Squad Ofc 1: F-S-S-M-T Days off: W-Th
 - b. C Squad Ofc 2: T-W-Th-F-S Days off: S-M
 - c. A Squad Ofc 1: T-W-Th-F-S Days off: S-M
 - d. A Squad Ofc 2: S-S-M-T-W Days off: Th-F
 - e. B Squad Ofc 2: M-T-W-TH-F Days off: S-S
 - f. B Squad Ofc 2: T-W-Th-F-S Days off: S-M

3. The weekend coverage will be from Friday at 2200 hours to Monday at 0700 hours. The detective assigned for the weekend coverage will be compensated either 4 hours of pay or 4 hours of compensatory time at straight time rate. Should the on call detective be recalled to duty, the detective will receive overtime pay at time and one half for a minimum of four hours in lieu of the on call pay. Any subsequent recalls during the same on call period will be compensated per section 8.3 subsection e. The Compensatory time limitations listed in section 8.3 subsection i apply.
4. Detectives will be allowed to take home their assigned vehicle on the night/weekend they are covering. Vehicle use is restricted to call back response only to and from Windsor and will not be used for personal use.
5. An on call schedule will be available for Patrol Division Supervisors. Patrol Supervisors will be notified of any changes to on call responsibilities to assure on-call coverage for each day/weekend.
6. If a detective uses a full day's leave on the day they are assigned weekday coverage, the coverage will be offered out by seniority.
7. If a detective takes a week or more off when the detective is assigned weekend coverage, the weekend coverage will be offered out by seniority. If no detective accepts weekend coverage, the junior detective will be assigned to cover the weekend.
8. Sunset Clause: After a one year trial period, either the Town or WPDEA may, unilaterally, determine that this plan has not met the goals and objectives desired from a new shift plan. If both the Town and WPDEA are in agreement to modify specific portions of this plan to better meet the needs of officers and the department, a second trial period will be used to further evaluate this shift plan. If either party, after the trial period, determines that this plan is not acceptable and should not be continued, both sides agree to revert back to the shift plan in place prior to implementation.

**APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2019**

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P1-A	A	65,621	1,261.94	252.39	31.55	378.58
Police Officers hired after 11/7/2016	B	67,244	1,293.15	258.63	32.33	387.95
	C	69,973	1,345.63	269.13	33.64	403.69
Step A increased 1.55% or \$1,000	D	72,813	1,400.25	280.05	35.01	420.08
Step H increases by 2.00% or \$1,707	E	75,768	1,457.08	291.42	36.43	437.12
	F	78,843	1,516.21	303.24	37.91	454.86
	G	82,042	1,577.73	315.55	39.44	473.32
	H	87,079	1,674.60	334.92	41.87	502.38
GRADE P1-B (1.00%)	A	69,262	1,331.96	266.39	33.30	399.59
Police Officers hired before 11/7/2016	B	72,073	1,386.02	277.20	34.65	415.81
	C	74,998	1,442.27	288.45	36.06	432.68
	D	78,042	1,500.81	300.16	37.52	450.24
	E	81,209	1,561.71	312.34	39.04	468.51
	F	84,505	1,625.10	325.02	40.63	487.53
	G	87,934	1,691.03	338.21	42.28	507.31
	H	91,503	1,759.67	351.93	43.99	527.90
GRADE P2	C	79,365	1,526.25	305.25	38.16	457.87
	D	83,445	1,604.71	320.94	40.12	481.41
Detective (0.00%)	E	87,748	1,687.46	337.49	42.19	506.24
	F	92,284	1,774.69	354.94	44.37	532.41
	G*	96,707	1,859.75	371.95	46.49	557.92

APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2020

PAGE 5

						OVERTIME
PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	SHIFT RATE
GRADE P1-A	A	66,933	1,287.18	257.44	32.18	386.15
Police Officers hired after 11/7/16 (2.00%)	B	68,589	1,319.02	263.80	32.98	395.71
	C	71,372	1,372.55	274.51	34.31	411.76
	D	74,269	1,428.26	285.65	35.71	428.48
	E	77,283	1,486.22	297.24	37.16	445.87
	F	80,420	1,546.54	309.31	38.66	463.96
	G	83,683	1,609.29	321.86	40.23	482.79
	H	88,821	1,708.10	341.62	42.70	512.43
GRADE P1-B (2.00%)	A	70,647	1,358.59	271.72	33.96	407.58
Police Officers hired before 11/7/2016	B	73,514	1,413.74	282.75	35.34	424.12
	C	76,498	1,471.11	294.22	36.78	441.33
	D	79,603	1,530.82	306.16	38.27	459.25
	E	82,833	1,592.95	318.59	39.82	477.88
	F	86,195	1,657.60	331.52	41.44	497.28
	G	89,692	1,724.85	344.97	43.12	517.46
	H	93,333	1,794.86	358.97	44.87	538.46
GRADE P2	C	81,349	1,564.40	312.88	39.11	469.32
	D	85,531	1,644.83	328.97	41.12	493.45
Detective (2.50%)	E	89,942	1,729.65	345.93	43.24	518.89
	F	94,591	1,819.06	363.81	45.48	545.72
	G*	99,125	1,906.24	381.25	47.66	571.87

- APPENDIX B -
PAY PLANS

- APPENDIX C -
RETIREE HEALTH ELIGIBILITY

- APPENDIX D -
HEALTH INSURANCE

D-1, Century Preferred PPO and Blue Care HMO Comparison

D-2, Lumenous HSA Plan Summary

D-3, Health Plan Change Summary:

- Prior Authorization -High Cost Diagnostics, Physical Therapy and Rx Plan
- Gastric Bypass procedures
- Domestic Partner coverage
- Infertility Treatment

APPENDIX D-1

**Town of Windsor
Health Plan Comparison**

WPDEA EMPLOYEES

Effective: 7/1/2019

	CENTURY PREFERRED	BLUE CARE PLUS I
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$30 Office Visit, \$35 Specialist, \$125 Emergency Room, \$175 Outpatient Surgery (\$100 ambulatory center), Inpatient \$175 per day \$525 per stay/ \$1575 maximum per calendar year \$75 Urgent Care Out of Network Deductible - \$400/\$800/\$1,200 coinsurance 20% after deductible up to \$1,000/\$2,000/\$2,000 Out of Pocket Maximum \$1,400/\$1,800/\$3,200 Lifetime Maximum In-Network - Unlimited</p>	<p>\$30 Office Visit Copay - \$35 PCP/Specialists \$125 Emergency Room Copay \$75 Urgent Care Centers 20% DME, Prosthetics Copay</p> <p>\$175 Outpatient Surgery, (\$100 ambulatory center) , Inpatient \$175 per day \$525 per stay/ \$1575 maximum per calendar year</p> <p>Lifetime Maximum In-Network - Unlimited</p>
Preventive Care		
Pediatric	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Adult	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Vision	<p>\$35 Copay Covered once every two years Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every 24 months</p>
Hearing	<p>No Copay Covered once every two years as part of routine exam</p>	<p>No Copay Screening part of physical exam</p>
Gynecological	<p>No Copay Covered once per year Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every year</p>
Medical Services	<p>\$30-PCP, \$35 Specialist Copay Out of Network - subject to deductible and co-in</p>	<p>\$30 Copay - PCP \$35 Copay - Specialist</p>
Medical Office Visit		
Outpatient PT/OT/ST/Chiro	<p>\$20 Copay 50 Combined visits per member per calendar year (for PT/OT/Chiro)</p>	<p>\$35 Copay Unlimited visits subject to medical necessity</p>
Allergy Services	<p>\$35 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance</p>	<p>\$35 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	<p>Covered Out-of-Network deductible and coinsurance High Cost Diagnostics/Imaging(non-emergency) \$50/event, Max. \$350/year</p>	<p>Covered High Cost Diagnostics/Imaging(non-emergency) \$50/event, Max. \$350/year</p>
Inpatient Medical Services	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Surgery Fees	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Office Surgery	<p>Covered</p>	<p>Covered</p>
Outpatient Mental Health/ Substance Abuse	<p>\$35 Copay Out-of-Network deductible and coinsurance</p>	<p>\$35 Copay</p>
Emergency Care		
Emergency Room	<p>\$125 Copay (waived if admitted)</p>	<p>\$125 Copay (waived if admitted)</p>
Urgent Care	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>
Ambulance	<p>Covered</p>	<p>Covered</p>



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Each subscriber or spouse/domestic partner can earn up to a \$200 Future Mom's Incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Online Wellness Toolkit: Each subscriber and spouse/domestic partner can earn up to \$150 each year. Members earn a \$50 incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each subscriber and spouse/domestic partner can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) Each subscriber and spouse/domestic partner can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA bank account or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

\$10 Tier 1 copayment
\$25 Tier 2 copayment
\$40 Tier 3 copayment

Mail Order (90 day supply)

\$10 Tier 1 copayment
\$50 Tier 2 copayment
\$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

APPENDIX D-3

Effective 1/1/17, the Town shall implement the following medical insurance plan changes:

High Cost Diagnostics Quality Management Program – Prior authorization will be required for the following non-emergency outpatient imaging services: CT, CAT, MRI, MRA, PET, and SPECT. No other radiology services furnished by a participating provider (such as x-rays, mammograms, or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements. Effective 7/1/17, the Town shall implement the following prescription plan changes:

1. Prior authorization – will be required for specific medications. The doctor will be required to answer a few question to determine if the patient meets the clinical criteria for the medication. If yes, the Rx is authorized; if no, other questions are asked including, will another Rx work (generic or preferred brand).
2. Duration Quantity Management – Ensures prescribing is being done according to manufacturer's recommendations and clinical criteria.
3. Copay changes – as indicated on the plan comparison charts in appendix D-2.
4. Effective 8/1/19, or as soon as practicable after ratification of this agreement, the town shall implement Step Therapy – before an Rx is authorized for specialty medication, the prescriber is asked questions to ensure other medications in the same drug classification have been found to be ineffective (generic, preferred brand). This ensures clinically appropriate use of specialty medications. If other medications in the same drug classification have not been used and found to be ineffective, this may be required prior to receiving authorization for non-preferred or specialty medications.

Effective 7/1/19, or as soon as practicable after ratification of this agreement, the town shall implement the following changes:

1. Physical and Occupational Therapy Services – After the initial outpatient therapy visit and evaluation, future visits will require prior authorization.
2. Reduce copay for outpatient surgery from \$175 to \$100 when performed at an in-network ambulatory surgery center.