

AGREEMENT
BETWEEN
THE TOWN OF EAST HAVEN
AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION UPSEU/COPS
EAST HAVEN POLICE UNION, Local Unit #0275

July 1, 2012 - June 30, 2020

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AGREEMENT BETWEEN THE TOWN OF EAST HAVEN

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION, UPSEU/COPS

EAST HAVEN POLICE UNION, Local Unit #0275

PREAMBLE

This Agreement entered into by the Town of East Haven, hereinafter referred to as the TOWN, and the United Public Service Employees Union UPSEU/COPS, East Haven Police Union, Local Unit #0275 hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the TOWN and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment. All references, whether expressed in male, female or plural in this contract, shall apply to male and female Police officers equally.

ARTICLE I - RECOGNITION

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

ARTICLE II - DUES DEDUCTIONS

The Town agrees to deduct, once each month, union 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 Union and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Union after such deductions are made.

Deductions will be made on the same pay day of each month as specified by the Town and shall be the pay day with the least deductions.

The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

Whenever a member's dues are not deducted by reason of such member not receiving any pay during the week that deductions are made, or by reason of an extended absence from the Department during which time such member is not paid, it shall be the responsibility of the appropriate officer of the Union to notify the Town to reactivate the deduction of his dues.

The Union agrees that it will indemnify and save the Town harmless from any and all liability, claims, responsibility, damages, or suits by a bargaining unit employee or former bargaining unit employee, which may arise out of any action taken (alleged or otherwise) by the Town in accordance with the terms of this Article.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 1. PURPOSE: The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as, to ensure efficiency and maintain employee morale.

SECTION 2. DEFINITION: A grievance shall be defined as a complaint by an employee, the Union or by the Town that there has been an alleged violation, misapplication or misinterpretation of a specific provision of this agreement, or a charge of favoritism or discrimination or interpretation and application of rules and regulations and written policies of the Police Department. In addition, any employee discharged, suspended or otherwise disciplined under the provisions of Article IV hereof shall have the right to appeal through the grievance procedure. Such disciplinary appeals shall start at the step in Section 4 above the authority making the initial disciplinary decision.

SECTION 3. TIME LIMITS: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest. If an employee does not file a grievance in writing within thirty (30) days after he knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Failure by the supervisor involved to render his decision within the specified time limits shall be considered as movement of the grievance to the next level.

SECTION 4. PROCEDURE: Any employee may use this grievance procedure through step two (2) with or without Union assistance. Should an employee process a grievance prior to seeking Union aid, the Union may at its discretion process the grievance anew from the first step or from the next succeeding steps following that which the employee has utilized.

No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing and submit it to the Head of the Department within thirty (30) days of the date of occurrence, and he shall use his best efforts to settle the dispute. The Department Head's decision shall be submitted, in writing, to the aggrieved employee and his representative within seven (7) working days of receipt of the grievance.

STEP TWO: If the complainant and his representative, if represented, are not satisfied with the

decision rendered by the Head of the Department, the employee or his representative shall submit the grievance in writing within ten (10) days to the Board of Police-Commissioners, (to be heard at their next scheduled meeting). The Board of Police Commissioners shall render its decision to the aggrieved employee and his representative, if represented, within ten (10) days after said scheduled meeting. Such disciplinary appeals shall start at the step in Section 4 above the authority making the initial disciplinary decision.

STEP THREE: If the Union is not satisfied with the decision rendered it may, within ten (10) days after receipt of the Board's decision, submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties.

SECTION 5. ARBITRATION PANEL: The Arbitration Panel shall hear and decide only one (1) grievance in each case and shall be bound by and must comply with all the terms of this agreement. The Arbitration Panel shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement.

SECTION 6. MEDIATION: The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided both parties mutually agree on the desirability of this service.

SECTION 7. MEETINGS: If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) working days after receipt of such request.

Whenever the parties to a grievance meet for oral discussion the time elements governing the issuance of a decision as provided for in Steps One, Two and Three of this procedure shall be calculated from the date of such meeting.

SECTION 8. TIME EXTENSIONS: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of both parties concerned.

SECTION 9. RECORDING OF MINUTES OR TESTIMONY: Either party shall have -the right to employ an independent stenographer at any step in this procedure.

SECTION 10. 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 11. REPRESENTATION: Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union.

ARTICLE IV - DISCIPLINARY PROCEDURES AND PRIVILEGES

SECTION 1. At all disciplinary inquiries or hearings whether informal or formal conducted by the Chief or the Board of Police Commissioners that may be created by the Town for such purposes, all

witnesses shall be sworn, and members of the department involved in any disciplinary action shall have the right and the choice of representation. Such hearings shall be closed to the public including the press unless the Town or the Employee shall request that it be an open hearing. The Town or the Union shall have the right to use an independent Stenographer during any disciplinary hearing with the cost, if any, being assumed by the party actually hiring the stenographer.

SECTION 2. Members facing departmental charges shall be provided with a written copy of the original complaint not less than ten (10) days prior to the date of the hearing.

SECTION 3. 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 4. Any member 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 through the grievance procedure including arbitration.

SECTION 5. Members under departmental charges shall have and enjoy the right of re-scheduling their hearing date upon showing just cause for said rescheduling.

SECTION 6. Whenever a civilian complaint is made against a member or group of members of the department relating to his or their conduct as an officer, or the manner in which such officer discharges his duties and such complaint results in a hearing or inquiry, said members shall be entitled to be represented by the Town Counsel or an attorney of his own choice and at his own expense.

SECTION 7. Departmental complaints must be filed within 90 days of the Chiefs office learning of the basis for same. Citizen complaints may be given reasonable consideration beyond 90 days, if the citizen is incapacitated or out of state or similarly disadvantaged, and unable to timely complain.

- a) Officers shall be notified of any results upon completion of the investigation of the complaint within thirty (30) days of the completion of the investigation.

SECTION 8. The following provisions shall apply only in the case of misdemeanors, not involving drugs or alcohol in any way, alleged to have been committed during off-duty hours and not involving job-related or job-based conduct:

- a) The Department shall not initiate disciplinary investigations or proceedings in such cases unless the employee has been convicted after exhausting all criminal court proceedings and direct appeals.
- b) After conviction, an internal investigation of the accused employee shall be conducted by a different investigator from the one who conducted the criminal investigation.
- c) Upon the completion of the investigation, the employee shall be notified in writing of the results of the investigation.

ARTICLE V - COURT TIME

SECTION 1. Employees who may be required to attend any Court or meet with Court officials for any purpose during their normal time off on a regular working day, shall be paid not less than the five (5) hour overtime minimum at time and one half as stated in Article XI.

SECTION 2. Employees who may be required to attend any Court or meet with Court officials for any purpose, on their regular days off or while off on vacation, shall be paid in accordance with the overtime minimum in Article XI.

SECTION 3. The Town agrees to effectively assist any member in collecting any witness fee or fees due to such member by reason of his response to a subpoena, issued by an attorney in connection with a civil court case, and when an attorney issuing such subpoena fails, neglects, or refuses to pay such member the witness fee or fees due him as provided by law.

SECTION 4. All court time payment requests must be accompanied by verification before payment as described by Article XI.

SECTION 5. If an officer is duly subpoenaed, the officer shall immediately inform the Chief or his designee that they have been served and provide the Chief with a copy of the document.

..... ARTICLE VI - SICK LEAVE.....

SECTION 1. Sick leave shall be considered to be an absence from duty with pay for the following reasons.

- A. Illness, except where directly traceable to employment by an employer other than the Town of East Haven.
- B. When an employee is required to undergo medical, optical, or dental treatment, of an emergency nature and only when this cannot be accomplished on off-duty hours.
- C. If an officer requests time off for a medical, optical or dental appointment during their normal hours of work, the request shall be granted without loss of accrued sick leave, provided that a one (1) week notice was given prior to the request. Only one officer will be permitted off per shift and the Chief of Police or his designee shall have sole discretion to determine if the open position shall be filled.

SECTION 2. Sick Leave Allowance

- A. All regular members of the Department shall be credited with one and one-quarter (1 'A) sick days for each calendar month of service, for a total of fifteen (15) sick days per fiscal year.

- B. Recruits to the Department, on and after the this effective date of contract, shall on their initial day as a regular member of the Department be credited with a total of seven (7) sick days and shall earn and accumulate sick days each month thereafter at the rate of one and one-quarter (1 'A) sick days each such month. The accumulated time allowed will be 180 days. However, for payout purposes as provided herein, the limit is 150 days.
- C. Any absence from work due to illness for a partial day will be deducted from the employee's earned sick time on a one-quarter ('A) day basis.

SECTION 3. 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, administrative leave, and vacation time or on Holiday or Court time off.

SECTION 4. Special Provisions

- A. Whenever an employee uses his entire accumulation of sick days, or is of the knowledge that he will deplete his accumulation, he shall have the right to petition the Board of Police Commissioners for an extension of sick days and such extension shall be granted upon good cause.
 - 1. Any employee who becomes separated from the Department by reason of retirement or death, shall have payable to such employee or their survivors a lump sum of money that is equal to the number of sick days due such employee, times the prevailing day rate-of pay received by such employee on the date of such retirement or death.
 - 2. Any employee on the payroll as of the effective date of this agreement, who becomes separated from the Department by reason of resignation, shall be eligible to redeem his accumulated sick days according to the following schedule, and in the manner described above:

0 to 5 years of service	No payment of accumulated sick leave.
5 to 10 years of service	Payment of all accumulated sick leave to a maximum of sixty (60) days.
10 or more years of service	Payment of all accumulated sick leave to a Maximum of one hundred fifty (150) days.
- B. Any employee hired subsequent to July 1, 1977, who becomes separated from the Department by reason of resignation, shall be ineligible to redeem his accumulated sick days.
- C. A medical certificate acceptable to the Chief of Police may be required:
 - 1. For any period of absence consisting of more than four consecutive working days.

2. When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the Department.
 3. For frequent or habitual absence from duty, and when in the judgment of Chief of Police there is reasonable cause for requiring such certificate. When it is required of an employee to go to a physician to obtain such certificate, the Department shall assume the costs of said doctor's appointment.
- D. Employees who do not take sick leave or family medical leave for twelve (12) consecutive months shall receive a two hundred dollar (\$200) bonus payment which shall be paid within thirty (30) days of the completion of the twelve (12) month period. Each period shall commence from the completion date of the previously completed twelve month period or previously taken authorized sick leave.
- E. A maximum of five (5) days per year may be used in the event of a serious illness or physical incapacitation involving a member of the employee's immediate family which is defined as spouse, parent, child, sister, brother or relatives living in the employee's household. The Chief, at his discretion, may grant additional days upon written request. Family sick leave days should be charged to the employee's sick leave account.

SECTION 5. If an employee loses time because of an injury sustained in the line of duty for which he is entitled compensation under the Workers' Compensation Act, he shall receive benefits equal to normal full pay for the duration of such disability, but in no case longer than eighteen (18) months, with the Town making up the difference between the amount of such compensation received and the normal amount of weekly pay.

SECTION 6. No such employee shall be removed from the injury duty list nor from the payroll until the Board of Police Commissioners has reviewed his case and has expressly ordered such removal. Any employee so removed shall upon his request, or upon the order of said board receive a service connected disability retirement pension in accordance with the provisions of the retirement act under which he is covered.

SECTION 7. Sick Leave Records. A list showing the sick leave taken and accumulated of all members of the Department shall be posted and said list shall be updated every two (2) months by the Department.

SECTION 8. Light Duty

An employee who is absent from work with illness or injury shall be assigned in the discretion of the Chief of Police and/or his/her designee to a temporary light duty assignment consistent with the employee's physician's assessment of the officer's medical restrictions and capabilities.

Employees on light duty shall maintain his or her current shift and hours of work except by mutual agreement of the employee and the Chief of Police.

Employees on light duty shall have no physical contact with prisoners and limited or controlled contact with the public.

Employees on light duty shall be limited to activities within the guidelines of their physician's restrictions.

In determining the availability of light duty work, the Town shall not discriminate based on whether an officer was injured on or off the job.

Light Duty assignments will be distributed on a first-come, first-served basis. If more than one officer is released for light duty on the same day, the first employee eligible for light duty will be determined by seniority.

No specific position in the Department will be established or dedicated for use as a temporary light duty assignment nor shall any existing position be designated or otherwise dedicated exclusively for temporary light duty. An employee granted light duty status shall not cause the reassignment or loss of job of another employee.

A light duty assignment will not be for more than six (6) months unless mutually agreed upon by the employee and the Chief of Police. It is understood that a light duty assignment is provided as a precursor to returning to full duty status.

ARTICLE VII - FUNERAL LEAVE

SECTION 1. Special leave up to five (5) working days with pay for any days that the employee may be scheduled for duty, from the date of death, shall be granted an employee in event of the death of his/her:

Spouse	Child or Step-child
Father	Life partner
Mother	Party in a civil union
Brother/Sister	Anyone domiciled in the employee's household

SECTION 2. Special leave up to three (3) working days with pay for any days that the employee may be scheduled for duty, from the date of death, shall be granted an employee in the event of the death of his:

Father-in-law	Grandmother
Mother-in-law	Grandfather
Sister-in-law	Grandchild
Brother-in law	
Son-in-law	
Daughter-in-law	

SECTION 3. Special leave of one (1) working day with pay for the purpose of attending the funeral

or wake of any of the following relations:

Aunt or Uncle
Niece or Nephew

SECTION 3 a. Any member who has to attend an out of State funeral of any relative mentioned in sections 1, 2, or 3 shall be granted an additional three (3) funeral days leave with pay.

SECTION 4. Where extenuating circumstances exist, the Chief shall have the authority to grant an employee additional funeral leave.

SECTION 5. Funeral leave shall supersede and take precedence over vacation, holiday time and business days in the case of a deceased Mother, Father, Spouse, and Child.

ARTICLE VIII- ADMINISTRATIVE LEAVE

SECTION 1. Administrative leave shall involve any situation involving extreme emotional distress due to work related incident, family problems, death or serious injury to fellow officer. This shall include but not be limited to a motor vehicle accident, use of firearm, use of extreme force, officer involvement in a family dispute, marital problems, separation or divorce, seriously ill or injured family member.

SECTION 2. Such situations may result in reporting to duty in a condition where the officer cannot properly provide full attention to his job and may endanger himself or others which might include but not be limited to medication due to illness, intoxication, under the influence of substance(s) or lack of mental Preparation.

SECTION 3. Any personnel with supervisory powers shall be allowed to place a subordinate on administrative leave. The supervisor shall immediately write a report providing justification for such action and shall as soon as possible notify the Inspector or Captain who shall notify the Chief of Police of all facts pertaining to the granting of the administrative leave. A union official shall be notified immediately.

SECTION 4. Any employee placed on administrative leave shall be notified no less than forty-eight (48) hours as to any further action to be taken and provided a copy of the report on the matter. A hearing shall be held no less than five (5) days from the date the administrative leave began.

SECTION 5. Under administrative leave, the officer shall be removed from regular duties with full pay, not considered to be disciplinary action and remain eligible for all benefits and terms and conditions of the contract throughout the period of administrative leave. There shall be no provision for overtime or extra duty wages lost.

SECTION 6. Any supervisor placing a subordinate on administrative leave shall not be subject to disciplinary action for his decision.

ARTICLE IX - UNIFORMS AND CLOTHING

SECTION 1. All members of the Department shall receive annually from the Town a payment of one thousand five hundred fifty (\$1,550) Dollars, for the purchase, care and maintenance of uniforms- Provided, however, that motorcycle officers shall receive an additional one hundred (\$100.00) dollars credit annually.

The payments above are to be paid annually not later than the 2nd pay period in July.

SECTION 2. Members who resign prior to January 1st in any fiscal year, who have less than five (5) years Police service shall have any clothing money received during said year deducted from their final check.

Members who resign with five (5) years, but under twenty-five (25) years, Police service prior to January 1st in any fiscal year, shall have fifty percent (50%) of said clothing money paid them in said year deducted.

All members who have completed twenty-five (25) years or more of Police service, or have cause to retire due to job incurred injury, regardless of Police service time, shall be under no obligation to return any portion of clothing money received. This section only applies to clothing money. There is no penalty on any other money paid to members.

SECTION 3. Any item of clothing, uniforms, or equipment, damaged in the line of duty, shall be repaired and/or replaced by the Town, separately from the Uniform Allowance.

SECTION 4. Personal clothing, watches, eye glasses, and dentures damaged or destroyed in the line of duty shall be repaired or replaced as the case may be, the cost shall be assumed by the Town. Provided that such loss or damage shall be reported within twenty-four (24) hours. The cost of replacement of personal items is limited to two hundred dollars (\$200.00) per item.

SECTION 5. Members assigned to patrol duties, in addition to their normal uniform, may elect to wear "BDU-style" uniforms during patrol and extra duty assignments.

ARTICLE X - HOLIDAYS

SECTION 1. The following holidays shall be granted to all members in the form of time off as provided for hereinafter:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
	Christmas Eve

SECTION 2. Employees shall have the discretion of selecting when they shall use their time, subject

to the approval of the Chief, and with the provision that employees shall have the right of rejecting unilateral assignment of such time by the Chief.

SECTION 3. Whenever a member is scheduled to be off-duty on holiday time off and such member is required to work on the day so scheduled, he shall be paid a day's pay for the holiday together with his regular day's pay.

SECTION 4. Any unanticipated State or National Holiday or day of mourning declared by the Mayor and celebrated by all other municipal employees in the form of time off with pay, shall be granted in equal measure to members of this bargaining unit.

SECTION 5. Whenever a member is granted, and holiday time off is scheduled, such time off shall not be changed without the consent of the employee, except in cases of emergency as declared by the Chief.

ARTICLE XI - OVERTIME

SECTION 1. All overtime shall be paid at a time and one-half ($1\frac{1}{2}$) rate and shall be paid for all hours or any portion thereof in excess of eight and one-half ($8\frac{1}{2}$) hours per day or in excess of the regularly assigned work week, except when a rotation from one shift to another results in time in excess of eight and one-half ($8\frac{1}{2}$) hours on the day of rotation.

A. Regular members of the Department shall enjoy a priority of choice of all such assignments over non-union members of the force.

SECTION 2. Members who perform overtime duty until or beyond fifteen (15) minutes beyond the terminal hour of their tour of duty shall receive fifteen (15) minutes of overtime pay and for each fifteen (15) minutes thereafter that they work the major portion of such additional units of fifteen (15) minutes, they shall be paid for all such additional time.

SECTION 3. Employees who may be required to return to duty to perform overtime duties shall be paid not less than five (5) hours at the rate of time and one-half ($1\frac{1}{2}$). Employees required to return to duty while on vacation shall be paid not less than five (5) hours pay at the rate of double-time.

SECTION 4. The Department shall post and maintain a list which shall contain the names of all members who desire Extra Shift assignments. Such list shall remain posted all at times for the convenience of members wishing to add or remove their names. Members who are unable to work an extra shift to which they have been assigned, shall notify the Department not less than twenty-four hours (24) prior to the time of the assignment. All department overtime shall be distributed on as equitable basis as possible.

SECTION 5. When an opening on a shift exists, open seniority shall exist (the senior man is to be called first). All men must be called or asked according to their seniority. If after calling by phone or asking each man according to his seniority and the jobs or job cannot be filled, then the men with the least amount of seniority must work the next shift, paid at the rate of time and one half ($1\frac{1}{2}$).

SECTION 6. Whenever an officer is unable to report for his/her regularly scheduled tour of duty due to either sickness or injury, then that officer will not be eligible for an overtime assignment until twenty-four (24) hours from the end of the shift avoided.

SECTION 7. Any overtime work provided for a Town job, defined as a job where the substantive work is being performed by Town employees, are payable at the applicable overtime rate.

ARTICLE XII - EXTRA POLICE DUTY

SECTION 1. The Department shall post in the Police Station a form designated to contain the names of members desiring extra duty assignments. Such form shall remain posted at all times for the convenience of members who may wish to affix or remove their signatures. Members wishing to cancel out an extra duty assignment shall advise the Department of such cancellation not less than twenty-four (24) hours prior to the time of such assignment.

SECTION 1-A. Regular members of the Department shall enjoy a priority of choice of all such assignments over non-union members of the force.

SECTION 2.

A. Whenever four (4) or more Police Officers are assigned to an Extra Duty job to work the same hours, a supervisor shall also be assigned. Whenever more than ten (10) men are assigned to extra police work, an additional supervisor may be assigned, and one (1) in addition thereto for each unit of ten (10) thereafter. Whenever a supervisor is assigned to an extra duty job and is required to perform supervisory duties, he shall receive supervisor pay.

B. Private duty jobs shall be distributed on a rotating basis, by seniority in the following order:

First to be called — — — personnel on regular days off.

Next to be called — — — personnel on off-duty time.

SECTION 3.

A. The Extra Duty Hourly Rate shall be one and one half ($1\frac{1}{2}$) times the current Grade "Au hourly rate.

B. Employees working on Extra Police Duty shall be paid in accordance with the following minimum and hourly rates for the duration of this contract. Said minimum shall be for five (5) hours or less of work. Employees working assignments involving more than five (5) hours shall be paid the minimum for the first five (5) hours, and the hourly rate thereafter.

C. All such duty assignments shall be by preference of seniority.

SECTION 4. The minimum and hourly rates provided for supervisors shall be paid to the member actually designated as a supervisor for the given assignment. When more than one ranking officer is assigned, only the ranking officer designated to be in charge shall receive the supervisor's rank. The

Extra Duty Hourly Rate for Supervisors, as described in Section 2.(a) of this Article, shall be one and one half ($1\frac{1}{2}$) times the current Sergeant hourly rate.

SECTION 5. The word "Supervisor" in this Article means any member of the Department at the rank of sergeant or above.

SECTION 6. Employees shall be paid at twice the Extra Duty rate for the first eight (8) hours worked on Lincoln's Birthday or on any holiday listed in Section 1 of Article X, and two and one-half ($2\frac{1}{2}$) times the Extra Duty rate for all hours worked in excess of eight (8) hours on such holidays.

SECTION 7. Whenever an officer is unable to report for his/her regularly scheduled tour of duty due to either sickness or injury, then that officer will not be eligible for an Extra Duty assignment until twenty-four (24) hours from the end of the shift avoided.

SECTION 8. Any retired Police Officer who has retired in good standing and not due to a medical or disability retirement and is physically able upon said Retiree's request shall be retained by the Department as a Supernumerary Police officer, however said request can be denied for just cause. Said Retiree shall be eligible for extra police duty, traffic assignments (i.e. road jobs) and dispatching duties.

As a condition of employment, said Supernumerary officers must maintain their State of Connecticut certification which will require attendance of all mandatory training classes as determined by the State of Connecticut and the East Haven Police Department.

Any and all costs of any types to maintain certification is the responsibility of the retiree. With the exception of full-time Police Union members, these Supernumerary Officers shall enjoy a priority of choice of such assignments over other police groups or personnel as indicated below. The selection of these officers for such assignments shall be from the date of original appointment for calling order on a rotation basis if they make themselves available for such assignments. Supernumerary officers shall enjoy a priority in the calling order as follows:

The calling order will be as follows:

1. Full time Police Officers.
2. Supernumerary Police Officers (Certified).
3. Flag-men or other traffic control personnel.

SECTION 9. Any work provided for a contractor providing service to the Town or any of its agencies which requires the Town to bill the contractor for the service provided by police union members shall be deemed payable at the applicable extra duty rates. This will include work provided for the Department of Education.

The calling order will be as follows:

1. Full time Police Officers.
2. Supernumerary Police Officers (Certified).
3. Flag-men or other traffic control personnel.

ARTICLE XIII - VACATIONS

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

Each employee who has completed one (1) year of service,
but less than five years of service 2 weeks vacation.

Each employee who has completed five (5), but less than
ten (10) years of service..... 3 weeks vacation.

Each employee who has completed ten (10) but less than
fifteen (15) years of service..... 4 weeks vacation.

Each employee who has completed fifteen (15) but less than
25 years of service..... 5 weeks vacation.

Each employee who has completed twenty-five (25) or more
years of service 6 weeks• vacation.

SECTION 1 a. Those employees entitled to vacation time, if they so elect shall take vacation days and use them in groups of 1, 2, 3, or 4 individual days, providing these days do not cause a shortage on their shift, at the time of request. Said days may be taken with holidays, business days or other vacation time. Full week vacation requests have priority over vacation days regardless of seniority.

SECTION 2. Separate vacation lists shall be maintained for police officers and supervisors, and seniority shall prevail in the selections of vacations on each of said lists.

- A. Two Patrol Officers from each shift will be allowed off in any particular vacation week.
- B. The supervisors' vacation list will allow for one (1) supervisor from each shift to be off in a particular week.
- C. Whenever a member is granted vacation time off, such time off shall not be changed without the consent of the member, except in cases of emergency as declared by the Chief.

SECTION 3. The vacation period shall be between July 1st and June 30th and each employee shall be afforded the opportunity to be on vacation within the fiscal year.

SECTION 4. Subject to the demands of the Department and for purpose of this contract there shall be one (1) vacation period, which shall be taken during the fiscal year. Vacation periods may start on any day of the week.

ARTICLE XIV - 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. Whenever more than one (1) member is appointed to the Department on the same date, the badge numbers assigned at that time shall be the means of determining seniority with preference given from lowest number, and progressing up to the highest number assigned to those appointed on a given date.

SECTION 2. Seniority shall not be broken by vacations, sick time, suspensions or any call to military service for the duration.

SECTION 3. Employees who may resign voluntarily, or who maybe discharged for just cause, shall lose all seniority.

SECTION 4. In the event of reduction of force, layoff shall be in inverse order of hiring, and any subsequent recall to work shall be by seniority.

SECTION 5. New Employees shall serve a probation period of 120 days. The 120 day probation period must be actual days worked (excluding sick leave, workers compensation leave, etc.) The 120 day probation period shall start following the completion of the Police Academy. In cases where a lateral transfer is hired the employee shall serve the 120 day probation period beginning on the first day of hire. After the 120 day probationary period has been completed the employee shall be classified as a permanent employee. Probationary employees shall not have the right to pursue termination through the grievance procedure.

ARTICLE XV - HOURS OF WORK

SECTION 1. The regular week shall consist of four (4) consecutive working days, eight and one-half (8½) hours per day, followed by two (2) consecutive days off

SECTION 2. The two (2) days off shall rotate backwards and regress one (1) day per week.

SECTION 3. The Department shall maintain three (3) working shifts with each such shift encompassing the following hours:

Squad A — 0000 hours to 0830 hours

Squad B — 0800 hours to 1630 hours

Squad C — 1600 hours to 0030 hours

Two (2) officers per shift will be assigned to the 0700 hours to 1530 hours and 1500 hours to 2330 hours and 2300 hours to 0730 hours time slots.

SECTION 3A. The hours of work shall be modified such that in addition to the three current shifts there shall be, at the option of the Department, alternate shifts of 10:00am to 6:00pm and 6:00pm to 2:00am; said shifts shall be considered Squad D and Squad E respectively. The regular work week shall consist of four (4) consecutive working days, followed by two (2) consecutive days off. Slots for the additional shifts will be posted with the pick every three (3) months and shall be filled by volunteers according to seniority. Any unfilled slots shall be filled by the lowest in seniority.

There shall be no more than two (2) officers assigned to each additional shift. In the event one (1) officer is assigned to the 1000 hours to 1800 hours shift or the 1800 hours to 0200 hours shift, he or she shall not be carried on any other shift. In the event that two (2) officers are assigned to the 1000 hours to 1800 hours shift only one of the officers shall be carried on the day shift. In the event that two (2) officers are assigned to the 1800 hours to 0200 hours shift only one of the officers shall be carried on the evening shift.

SECTION 3B. An officer out injured due to a work related injury shall be considered on duty and be paid on the basis of an 0800 hours to 1600 hours, Monday thru Friday administrative schedule; however on any days an officer must appear in Court, the schedule for those days would be 0900 hours to 1700 hours.

SECTION 4. Each employee will be granted a thirty (30) minute lunch period as near as practical to normal eating hours.

SECTION 5. The provisions of this Article shall not apply to Detective Division, or the Court Liaison Officer; provided, however, personnel on duty with the Detective Division shall work the regular work week described in Sections 1 and 2 of this Article.

SECTION 6. Selection of Shifts

1. There shall be four (4) Police Officers referred to for the purpose of this articles (unassigned Officers) that will be on a rotation status.
 - a. Work assignments shall be in blocks of no less than two (2) work assignments.
 - b. Days off may change with shift changes, but they may not change more than once a month. This must stay in accordance with Article XV, Section 6-10.
 - c. Unassigned officers slots will be posted with the pick every three (3) months and will be filled by:
 - i. Volunteers according to seniority.
 - ii. Any or all unfilled slots shall be filled by the lowest in seniority.
 - d. There shall be no more than fou (4) unassigned officers at any time, this shall include new personnel.
2. Shift selection shall be for three (3) month duration, with a selection for the three (3) month period to be made thirty (30) days prior to pick and signed by members within first fifteen (15) days after posting.
3. Departmental seniority will prevail in pick of shift assignments, with the following exceptions.

- a. Where appointments were made the same date, the lowest badge number shall prevail as to seniority of pick.
 - b. As to the rank of Sergeant and above, departmental seniority shall prevail for all ranks held prior to 1/21/83. Any promotions to Sergeant, or above, after above date, seniority in time in rank shall prevail.
 - c. The Inspectors position, with the job description used by the Civil Service Commission, for testing the position shall work Monday through Friday 8:00 a.m. to 4:00 p.m. Work hours, for purposes of days off, shall be posted on the Detective Schedule.
 - d. The Captains' position, with the job description used by the Civil Service Commission for testing the position, shall work Monday through Friday 8:00 am to 4:00pm. Any change to the above must be mutually agreed to between the Chief or his designee and the Captain affected by the change.
4. The Schedule of 4 days on - 2 days off with days off regressing will remain as is currently in the contract.
5. Vacations:
- a. Article XII shall remain as is with the exception of Section 4 which shall be changed to read: "For the purpose of the select shift agreement, there shall be four (4) vacation periods which shall be taken during the fiscal year. Said vacations shall be taken in the same manner as stated in paragraphs 2 and 3 of this Section.
6. Holidays allowed:
- A. Squad--Midnight shift--above six (6) men on duty, holiday allowed.
 - B. Squad--Day shift--above six (6) men on duty, holiday allowed.
 - C. Squad--Evening Shift--above seven (7) men on duty, holiday allowed.
7. Hours of work:
- Squad A--0000 hrs. to 0830 hrs. or 2300 hrs. to 0730 hrs.
Squad B--0800 hrs. to 1630 hrs. or 0700 hrs. to 1530 hrs.
Squad C--1600 hrs. to 0030 hrs. or 1500 hrs. to 2330 hrs.
Squad D -- 1000 hrs. to 1800 hrs.
Squad E -- 1800 hrs. to 0200 hrs.
8. During three (3) month pick, no slot or shift changes can be made until the date the next pick commences (applies to both parties to the agreement).
9. During the course of the year, some employees will gain extra days off on pick-of-shift during changeover. Some employees will work extra days. A record will be kept of days lost or gained over the course of the year. At the end of the year, days lost will be

subtracted from days worked (extra), with the difference in days given as days off These are to be used at the employee's discretion over the next year's period in the same manner holidays are given.

Example: During the course of the year an employee works 6 of his days off due to changeover. During this same period, he also receives 5 less working days, also due to changeover. The five (5) days shall be subtracted from the 6 working days, leaving the employee with one (1) compensatory day due him.

10. The Chief shall make every effort to maintain no less than the same patrol strength as has been enjoyed in the past.
11. The Liaison Officer may be replaced or reassigned by the Office of the Chief for just cause, promotion, mutual agreement or temporarily under exigent circumstances.
12. The Liaison Officer slot and duties are an assignment by the office of the Chief Normal working hours are 0800 hours to 1600 hours or 0700 hours to 1500 hours Monday to Friday.
13. The Chief may assign a sergeant to the Detective Bureau provided that said sergeant has supervisory or detective bureau experience. The Sergeant may be replaced or reassigned by the Office of the Chief for just cause, promotion, mutual agreement, or temporarily under exigent circumstances. Any deviation from this schedule must be in accordance with Article XXV, Section 1.

ARTICLE XVI - PENSIONS

SECTION 1. The Town agrees to provide all present and future members with a copy of the police pension plan.

SECTION 2. All members in the bargaining unit are included in the Connecticut Municipal Employee's Retirement Plan, Fund B.

ARTICLE XVII - PAY RATES

SECTION 1. (a) The wage rates shall be as follows and reflect annual increases of

7-1-12	0.0%
7-1-13	1.5% - no retroactivity
7-1-14	2.0% - retroactivity on base wages
7-1-15	2.0% - retroactive
7-1-16	2.25% - retroactive
7-1-17	2.25% - retroactive
7-1-18	2.50%
7-1-19	2.50%
6-30-20	1.0%

Town of East Haven
Police Union Wage Increase
Effective 7/01/2012

2067 hours

	ANNUAL								
	0.00%	1.50%	2.00%	2.00%	2.25%	2.25%	2.50%	2.50%	1.00%
POSITION	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	6/30/2020
INSPECTOR(79.5)	81,993	83,223	84,887	86,585	88,533	90,525	92,788	95,108	96,059
CAPTAIN (79.5)	77,604	78,768	80,343	81,950	83,794	85,680	87,822	90,017	90,917
LIEUTENANT	73,000	74,095	75,577	77,088	78,823	80,596	82,611	84,677	85,523
SERGEANT	70,382	71,438	72,866	74,324	75,996	77,706	79,649	81,640	82,456
DETECTIVE	69,745	70,791	72,207	73,651	75,308	77,003	78,928	80,901	81,710
GRADE A PATROL	64,361	65,326	66,633	67,966	69,495	71,058	72,835	74,656	75,402
GRADE B PATROL	57,492	58,354	59,521	60,712	62,078	63,475	65,062	66,688	67,355
GRADE C PATROL	50,382	51,138	52,160	53,204	54,401	55,625	57,015	58,441	59,025

SECTION 2. SHIFT DIFFERENTIAL: Every officer working the 1500 hrs. to 2300 hrs. shift or the 1600 hrs. to 0000 hrs. shift shall receive a Shift Differential of 2.25%. Every officer working the 2300 hrs to 0700 hrs. shift or 0000 hrs. to 0800 hrs. shift shall receive a differential of 3.5%.

(a) Shift Differential shall be paid only when actively working that shift.

SECTION 3. Each employee, upon the completion of the specific years of service below, as calculated as of July of each year from the date of employment, shall receive the following longevity payment in the first Pay Period of December of each year:

5 years, but less than 10 years	\$150
10 years, but less than 15 years	300
15 years, but less than 20 years	450
20 or more years	600

Any employee hired after July 1, 1997 shall not be eligible for longevity payments.

SECTION 4. K-9

- A. The East Haven Police Officer designated as the K-9 handler will be permitted to leave his scheduled work shift thirty (30) minutes early. Said early dismissal shall be considered as the time necessary for the feeding, grooming and all other care for the police dog. Should the amount of time required for the care of the dog exceed the thirty (30) minutes contemplated hereunder, the K-9 handler shall immediately report such facts in writing to the Chief of Police. Failure to give such notice shall be considered prejudicial to the interests of the Town and shall relieve the Town of any obligations for payment of the additional time. Should the amount of time required for the care of the dog exceed thirty (30) minutes, the Town has the option to discontinue the K-9 Program.
- B. The K-9 handler shall receive thirty (30) minutes of compensation (at the contractual overtime rate) for off-duty days as the compensation for care of the police dog.
- C. The parties hereto agree that the Town may discontinue the K-9 Program at any time due to budgetary constraints. The Union hereby waives any and all claims which may arise as a result of the discontinuance of the K-9 Program if such discontinuance results from budgetary constraints.
- D. For that period of time that the Town continues the K-9 Program, the Town shall provide all customary resources to support the program including food, medication, veterinary care and other expenses directly related to the care and maintenance of the police dog.
- E. The training for the K-9 Program shall be conducted at the Connecticut State Police K-9 facility. Should the facility cease operation, the Town will attempt to seek State Certified training elsewhere within the State. If such training is available at a cost approved by the appropriate fiscal authority of the Town, the Program shall be continued. Otherwise, the K-9 Program shall be discontinued. In the event the Program is discontinued, the handler shall have the option to keep and privately maintain the dog.
- F. In the event the Program is reinstated after its discontinuance, the previous handler shall have the first option for the position.
- G. The K-9 handler shall submit a detailed time record for each pay period indicating the total care time for the police dog.
- H. The Town may, at its own discretion, provide a specially equipped automobile assigned to the K-9 handler with a take-home privilege. The Union recognizes and agrees that providing such an automobile is managerial discretion and not a negotiated item. The Union specifically waives any claims with respect to such vehicle and agrees to waive any claims which may arise as a result of the discontinuance of the use of such vehicle.
- I. The parties agree that there is no mandatory response by the K-9 handler during off-duty hours.
- J. In the event, the K-9 handler is called in to work other than for his or her

normally scheduled shift, the handler shall receive his or her next regularly scheduled shift off as comp time. No other compensation will be earned.

- K. The regular shift that the K-9 handler will be required to work will be at the sole discretion of the Chief of Police or his designee. If the Chief of Police or his or her designee determines that the shift of the K-9 handler needs to be changed a thirty (30) day notice must be given to the Officer notifying him/her of the change.
- L. The K-9 shall be used exclusively for police work that is for the East Haven Police Department. Request for mutual aid from other towns can only be approved by the Chief of Police or his designee.

ARTICLE XVIII - HEALTH AND MEDICAL PLANS

SECTION 1. The Town shall provide and pay for the following insurance for each employee and his enrolled dependents. It is understood that the Town may do so under a self-insurance plan provided that the benefits equal or exceed those listed below.

- a. Blue Cross Full Service Dental Plan, co-pay Riders A, B, C, & D to Dental Plan.
- b. A Vision rider will also be provided to employees which benefits will be equal to or better than those provided prior to this 2012 — 2020 agreement and as attached as Appendix F.
- c. The Town is to provide all members and their eligible dependents the High Deductible Health Plan administered by Blue Cross and Blue Shield of CT ("HDHP Plan") including coverage for eligible dependents to age 26. The HDHP shall include the same level of benefits and coverage as the PPO plan in place prior to this 2012-2020 agreement. A summary of the HDHP-HSA Plan is attached as Appendix D.
- d. Health Savings Account ("HSA")
In conjunction with the HDHP, eligible employees will be provided with a Health Savings Account ("HSA") at a financial institution chosen by the Town. Except for fees arising from an employee's error (i.e. — overdraft fees), all fees and costs associated with the HSA shall be borne by the Town.
- e. TOWN DEDUCTIBLE FUNDING:
 - i. Effective July 1, 2017 the Town will contribute sixty-five percent (65%) of the deductible amount. This deposit will be made in full within 10 days of the start of the 2017 plan year.

Thereafter the deductible funding shall be made by the Town in two installments annually. Specifically, fifty percent of the annual Town contribution will be deposited into an employee's HSA within ten (10) days of July 1st and fifty percent (50%) of the annual Town contribution will be deposited into an

employee's HSA within ten (10) days of January

The Town agrees, however, that in the event an employee's HSA account does not contain a sufficient amount of funds to satisfy the HDHP annual deductible in any plan year, the Town will contribute additional funds into the employee's HSA to satisfy the deductible amount. The Town will not contribute said additional monies until the employee enters into a weekly repayment agreement with the Town to reimburse it for the below referenced Town contribution amounts above what the Town has agreed to pay. Said repayment agreements will not be for a duration of greater than twenty-six (26) weeks. Effective July 1, 2018 the Town will contribute sixty percent (60%) of the deductible amount. Effective July 1, 2019 the Town will contribute fifty percent (50%) of the deductible amount.

f. Pharmacy.

Effective July 1, 2018, the HDHP will include pharmacy co-payments. Employees shall be subject to a co-pay in the amount of \$5 for generic; \$25 for listed brands; and \$40 for non-listed brands after the plan deductible is met subject to an annual in network \$1,000/\$2000 out of pocket maximum.

g. The Town shall provide a HDHP-HRA option for member's ineligible to have a health savings account funded due to retirement status, military service or other legal or IRS regulation exclusion. Such HDHP-HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA. The Town agrees, however, to fund such employees HRA account at seventy percent (70%) of the plan deductible amount. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS. A summary of the HDHP-HRA Plan is attached as Appendix E.

h. The Town reserves the right to change insurance carriers at any time, provided that the coverage is substantially equal to or better than currently in effect.

i. Employees may elect, at their option, to "buy-up" to the existing Century Preferred PPO Plan. Specifically, employees who choose to enroll in the Century Preferred PPO Plan shall contribute, on a pre-tax basis, the difference between the relevant premium associated with the Century Preferred PPO Plan and the Town's total cost associated with the HDHP.

i. The drug rider shall be the Anthem Blue Cross public sector 3-tier managed prescription drug network with co-pay of: (a) \$5.00 generic; (b) \$10.00 listed brand names; and (c) \$15.00 non-listed brand names. There shall be a \$2,000.00 annual maximum benefit after which the out of network deductible and co-insurance shall apply. A summary of the PPO Plan and Drug Rider is attached as Appendix C.

. Each active employee of the bargaining unit hired at the time of ratification of this

collective bargaining agreement shall pay a portion of the health benefits provided by the Town. Anthem Blue Cross shall annually determine the modified (minus taxes charged for fully insured plans) fully equivalent rate for the Town of East Haven's Century Preferred Plan and HDHP-HSA Plan, effective as of July 1st of each year.

The determination shall set forth rates for single, two-person, and family plans. The amount paid shall be that percentage of the monthly cost of the benefits to Town, based on the modified fully equivalent rate, in accordance with the following schedule:

7-01-17	13%
7-01-18	13.5%
7-01-19	14%

The premium co-share shall be by payroll deduction and in accordance with IRS Section C - 125 pre-tax contribution provisions.

k. The following premium cost share caps** shall be in effect:

		<u>'08-'09</u>
Employees with BC/BS Group 1 - Single plan:	2.00%	2.50%
Employees with BC/BS Group 2 - Two-person plan:	3.00%	3.50%
Employees with BC/BS Group 3 — 3 or more persons:	4.00%	4.50%

** The above-referenced caps apply to each employee's current base pay

The Town shall provide and pay for a group life/AD&D insurance policy for each employee which will pay the beneficiary of each employee fifty thousand dollars (\$50,000) in the event of death, effective within thirty (30) days after signing. In line of duty deaths, in addition to the fifty thousand dollars (\$50,000), the Town will incur all expenses for wakes and funerals, up to a maximum amount of fifteen thousand dollars (\$15,000).

SECTION 2. Each employee who retires, and has completed at least twenty (20) or more years of service as a regular police officer with the East Haven Police Department, shall continue all insurance benefits in effect, which include spouse and eligible dependents, on the medical benefits, paid for by the Town, to age 65. The retiree shall be provided with the Health and Medical Plan that is provided by the Town of East Haven to members of the East Haven Police Union. The parties understand, therefore that a retiree's medical plan may change to reflect the current active plan, however, the parties agree that retirees shall pay a premium cost share in an amount equal to two percent (2%) less than they were paying at the time they retired and that said percentage shall not increase in retirement.

- a. Retired employees who qualify for medical benefits shall make the same premium cost share and shall be subject to the same premium cost share cap as what is in effect at the time of their retirement. If employee is collecting a MERE pension, the caps shall be based upon the annualized pension benefit.

SECTION 3. Each employee covered by this contract who retires and who has completed at least twenty five (25) or more years of service as a regular police officer with the East Haven Police Department shall continue all insurance benefits in effect, which include spouse and eligible dependents. The retiree shall be provided with the Health and Medical Plan that is provided by the Town of East Haven to members of the East Haven Police Union. The parties understand, therefore, that a retiree's medical plan may change to reflect the current active plan, however, the parties agree that retirees shall pay a premium cost share in an amount equal to two percent (2%) less than they were paying at the time they retired and that said percentage shall not increase in retirement.

- a. When retiree or spouse becomes Medicare eligible, the Town shall provide and pay for the Medicare Plan F supplement with Prescription Rider at the Town's discretion in lieu of the insurance coverage described in Article XVII. Spouse would be covered until remarriage, death or divorce.
- b. Retired employees who qualify for medical benefits shall make the same premium cost share and shall be subject to the same premium cost share cap as what is in effect at the time of their retirement. If employee is collecting a MERF pension, the caps shall be based upon the annualized pension benefit.

SECTION 4. Any employee may elect to waive all Blue Cross/Blue Shield or alternative coverages and Major Medical and in lieu thereof receive a yearly sum, for such non-participation, payable in two payments, each to be paid within thirty (30) days of the completion of each six (6) months of consecutive non-participation. officers who elect such waiver shall notify the Town by June 15 or December 15 of any year of this Agreement that he/she is canceling his/her participation and coverages and that of his/her dependents in the plan. The Town agrees to allow any employee who has waived his/her coverages above, the option of renewed participation in the group medical insurance program subject to terms and conditions of the insurance carrier. Any employee, however, requesting to renew participation must notify the Town in writing by June 15 or December 15 of the year in which participation is requested.

The payments for waivers shall be:

Family of 2	\$2,500
Family of 3 or more	\$3,500

SECTION 5. The drug rider shall be the Anthem Blue Cross public sector 3-tier managed prescription drug network with co-pay of: (a) \$5.00 generic; (b) \$10.00 listed brand names; and (c) \$15.00 non-listed brand names. The \$2,000.00 annual maximum benefit shall continue.

ARTICLE XIX - UNION SECURITY

SECTION 1. All employees in the bargaining unit, and all newly hired bargaining unit employees, as a condition of continued employment, shall either join the Union as a dues paying member or pay an agency fee, to the Union, equivalent to Union dues, payroll deducted and remitted to the Union Treasurer.

In the event a bargaining unit member fails to and/or refuses to either pay Union dues as specified by the Union, or the Agency fee, the union, in writing to the Town, with a copy to the employee, shall notify the Town the bargaining unit member has failed to or refuses to pay the Union dues or the Agency fee and shall request his/her termination. Within thirty (30) days of receipt of such notice, by the Town, the employee shall be terminated.

SECTION 2. The Union agrees that it will indemnify and save the Town harmless from any and all liability, claims, responsibility, damages, or suits by a bargaining unit employee or former bargaining unit employee, which may arise out of any action taken (alleged or otherwise) by the Town in accordance with the terms of this Article.

ARTICLE XX - PROMOTIONS

SECTION 1. Whenever a vacancy in a promotional position in the bargaining unit is created, it shall be filled in accordance with the rules and regulations of the East Haven Civil Service Commission.

SECTION 2. No member shall be eligible to take an examination for Sergeant unless he has, at the time such examination is given, at least five (5) years of service as a regular Police officer of the East Haven Police Department.

SECTION 3. No member shall be eligible to take an examination for Lieutenant unless he has, at the time such examination is given, at least seven (7) years of service in the East Haven Police Department and holds the rank of Sergeant.

SECTION 4. No member shall be eligible to take an examination for Captain unless he has held the rank of Lieutenant in the East Haven Police Department, for at least one year, Promotion testing to the Rank of Inspector shall be in accordance with the Civil Service Commission.

SECTION 5. All examinations shall be composed in accordance with rules of the East Haven Civil Service Commission.

SECTION 6. Examinations shall be scored in accordance with rules of the East Haven Civil Service Commission.

SECTION 7. All promotions shall be made from the ranks of the East Haven Police Department Personnel with the exception of Chief and Deputy Chief.

SECTION 8. Any vacancies which may occur in the Department, above the rank of Police officer and which shall include the uniform and plain clothes divisions, whether by resignation, retirement, death, or promotion, shall be filled in accordance with the rules of the East Haven Civil Service Commission.

SECTION 9. DETECTIVE DIVISION

- a. Appointments to any of the five (5) Detective positions within the East Haven Police Department shall be made by the Board of Police Commissioners on the basis of competitive examination pursuant to the Rules and Regulations of the East Haven Civil Service Commission.
- b. The position of detective shall be considered a promotional examination. Any member with five (5) or more years of service with the East Haven Police Department shall be eligible to take the detective examination.
- c. The rank of detective shall fall between that of Patrolman and Sergeant.
- d. A detective shall not be eligible to take the examination for a lieutenant position, without first holding a sergeant's position within the department.
- e. Duties, hours and all other aspects of the detective shall remain the same as stated in the present contract or as present practice. An appropriate job description shall be prepared for approval by the administration and the Union.

ARTICLE XXI - GENERAL PROVISIONS

SECTION 1. The Town agrees to continue all benefits of whatever nature presently enjoyed by the employees, not covered by terms of this agreement.

SECTION 2. The Police Department shall continue to furnish such equipment as it has customarily furnished in the past and wherever 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 3. If any part of this contract is declared to be illegal, such declaration shall not influence the rest of the contract, which shall be considered legal.

SECTION 4. Any permanent employee who leaves the service of the Town to join the military forces of the United States during time of war or other national emergency, or who is inducted by the Selective Service System shall be placed on military leave without pay. Such leave shall be extended for a period of ninety days after discharge from the service. Time spent on military leave shall be considered continuous employment with the Town. Military leave shall be granted, not to exceed two weeks, to permanent employees when required to serve on Active Reserve or National Guard Duty. During this period the employee shall be paid the difference, if any, between his regular pay and military pay; provided, however, such permanent employee shall be granted time off without loss of pay for such time necessary to fulfill weekly and/or monthly Active Reserve or National Guard Duty obligations, when such drill obligation occurs during a member's regular duty.

SECTION 5. Each employee shall be entitled to two (2) days off with pay per year to conduct business, provided that such days may be taken only upon forty-eight (48) hours' notice to the Chief or his designee, and provided further that such days may not be taken on a holiday. Such days may not be accumulated or carried over from year to year. The Holidays mentioned in this section are the legal calendar holidays when they are normally celebrated as described in Article X, Section 1. Business Days may be taken with Comp Holidays.

SECTION 6. Members shall not, under any condition, be required to transport persons who are not police property, when it is known that such persons are suffering from communicable disease. Whenever persons meeting this health description become police property and it becomes necessary for the department employees to be in close proximity to such persons, the department shall provide such employees with protective equipment and taken any other measures that will tend to safeguard the health of the employee. Any employee coming in contact with such persons suspected of communicable disease, shall follow the departmental policy for infections control plan and at his discretion contact a physician of his choice for the purpose of examination, inoculation, or any other preventative measures that may be required, such as to prevent further contamination of any person or persons. The cost shall be assumed by the Town without loss of pay to the member. This section shall not apply to Article VI of this Agreement.

SECTION 7. No article or section thereof in this Agreement shall prevent any member of this Department from holding outside employment other than police duty, as long as such employment does not conflict with the members duties as a Police Officer.

SECTION 8. The Chief of Police shall determine the date for seasonal changes in uniform, but shall with a view to general weather conditions made such changes not later than provided hereinafter unless unusual weather conditions warrant further delay. When such conditions exist the change shall be as soon thereafter as is possible.

- A. Single breasted blouses are to be the uniform for ceremonial purposes only.
- B. Long sleeve shirts to be uniform of the day not later than May 15th.
- C. Short sleeve shirts to be uniform of the day not later than June 5th.

SECTION 9. The Department shall provide space for Union announcements or like on the bulletin board in the squad room.

SECTION 10. The Town shall assume the responsibility and provide an attorney to any Police Officer sued for alleged false arrest and/or abuse of power,

SECTION 11. Member shall have the right to sell tickets, support or aid in any manner, any lawful organization, whether fraternal, religious or organized labor union.

SECTION 12. All correspondence received by the Chief of Police in the form of an invitation from area police departments, to attend any police training classes, or correspondence announcing any

form of training or schooling in police work, by colleges or training schools shall be posted immediately in the Police Officer's squad room on the bulletin board.

SECTION 13. Overtime slips shall be provided in an accessible place by the department, to be given to any member upon request, by the officer in charge of the shift, who, if he has completed his tour of duty and knows that a member of his shift is going to work overtime, shall sign the overtime slip and leave it for the following officer in charge of the new shift coming on to fill in the amount of time that the member has acquired.

SECTION 14. A period of one (1) year leave of absence may be granted to members of the department upon written request to the Board of Police Commissioners; when such leave is granted the member's seniority shall be frozen during the period of such leave, and shall commence upon his return. The Town shall agree to follow the Federal Family Leave Act concerning any other leave of absence.

SECTION 15. Any member, while on duty whether walking or operating a patrol car shall be afforded the right to take his lunch period in their respective homes, provided such member's homes are in their assigned territory.

SECTION 16. The Town retains, however, all rights, responsibilities and management prerogatives that it had prior to the signing of this agreement, except as such rights responsibilities and management prerogatives (whether exercised or not) have been specifically relinquished or abridged by this agreement.

SECTION 17. The Town will reimburse any officer employed prior to July 1, 1992, and who currently smokes, the cost of one smoke enders course up to a maximum of two hundred dollars (\$200).

SECTION 18. Any officer who has not smoked during the past year and continues not to smoke while employed shall be entitled to receive an annual payment of one hundred dollars (\$100) payable by not later than December 1. This does not apply to those receiving a smoke enders reimbursement.

SECTION 19. Should there be required a general departmental reorganization as a result of a change in the chief administrator of the department, the Town shall negotiate with the union about organizational changes that may be recommended by a study conducted by an independent third party.

SECTION 20. In the event of death of an employee, prior to taking his or her vacation, holiday, sick time or receiving any other monetary benefit, due said employee in any one fiscal year, the Town shall pay to his or her estate or beneficiary, the monetary worth of said contractual benefits he or she would have received had said employee lived.

SECTION 21. Every employee shall have the right to inspect his personal file in the presence of the Chief or his designee.

SECTION 22. Procedures for reasonable suspicion drug testing are attached as Appendix A and are incorporated as part of this Agreement.

SECTION 23. Effective and retroactive to July 1, 2012, when an officer serves in the capacity of a Field Training Officer (FTO) they shall receive one hour of overtime for each eight (8) hour block of training completed as a Field Training Officer.

ARTICLE XXII- UNION BUSINESS LEAVE

SECTION 1. Three (3) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union 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. Three (3) members of the Union grievance committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3. Such officers and members of the Union, as maybe designated by the Union, shall be granted leave from duty with full pay for union business, provided the total leave for the bargaining unit, for the purpose set forth in this Section shall be twenty-two (22) working days in any fiscal year; a maximum of five (5) days may be carried over to the next fiscal year. Provided further that not more than three (3) members of the bargaining unit shall be granted such leave at the same time unless, at the discretion of the Chief based, on manpower requirements, it is determined that more than three (3) may be spared for such leave. The Union must provide written notice forty-eight (48) hours prior to scheduled events.

SECTION 4. The President, or Vice President, shall be excused from duty without loss of pay, to attend regular meetings of the East Haven Police Union, for a period of time that shall not exceed four (4) hours for each such meeting.

ARTICLE XXIII - NO STRIKE LOCKOUT

SECTION 1. During the course of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE XXIV - EDUCATIONAL INCENTIVE PAY

SECTION 1. Each employee on the payroll as of June 30, 1992, who has completed course work from an accredited college, shall be paid, in addition to his regular pay, a lump sum payment annually as follows:

30 credit hours	\$125
60 credit hours.....	\$250
Associate Degree.....	\$275
90 credit hours.....	\$375
Bachelors Degree	\$500
Masters Degree or higher	\$600

SECTION 2. Effective July 1, 1992, any new employee appointed from and after said date will be eligible to receive a one-time lump sum payment per each educational level attained as described in Section 1.

SECTION 3. The above payments will be in lump sum effective during the month of July subsequent to the month the degree or credit hours were obtained.

SECTION 4. The Town will provide all books and texts necessary for the completion of accredited courses and such books and texts shall remain property of the Town.

SECTION 5. The Town will pay to each employee successfully completing credit hours in the field of police or social sciences at an accredited college or university, according to the schedule below, per academic year:

0-6 credits	\$150
7-9 credits	\$275
10-15 credits	\$400
15+ credits	\$500

A "C" grade or better must be attained to receive payment for credits.

SECTION 6. Regular members of the Department will be eligible for college incentive payments upon meeting the following conditions

- a. Employees shall present acceptable documentary evidence of same in the Department.
- b. He/she must be a regular police officer and have been such as a member of the Department for a period of two (2) years and attained the rank of at least Grade A Police Officer.

ARTICLE XXV - TRAINING

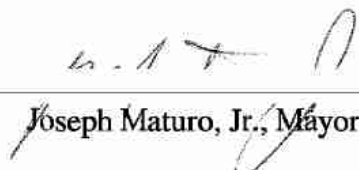
SECTION 1. Each employee shall be required to attend training as the Department deems necessary. The purpose of such training shall be to provide all personnel with the needed skills to maintain their

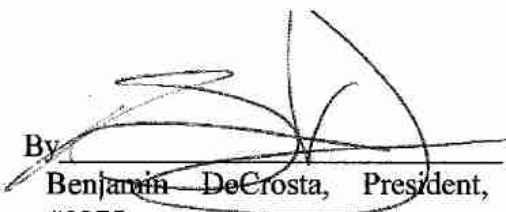
professionalism and to comply with State Training Regulations. The parties recognize that employees who bid shifts in accordance with Article XIV shall have their shifts changed to accommodate training. Holiday requirements in Article XIV, Section 6, Sub-Section 6, shall be observed. Employees, including instructors, may be moved twice a month plus once a quarter for SWAT, from their regular shift, for the duration of their school or training, not to interfere with days off, vacations, holidays or business days. Members who attend training which exceeds four (4) consecutive days may be put on a 5 and 2 schedule Provided they are given the weekend off prior to, and after training. This is to be conducted on a one year trial basis concluding on June 30, 1995, unless extended by mutual agreement.

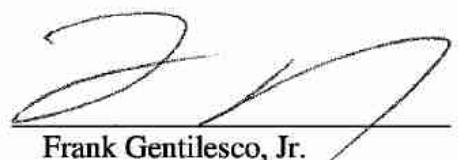
ARTICLE XXVI - DURATION

This AGREEMENT shall be effective as of July 1, 2012 and shall remain in effect through June 30, 2020, with retroactivity and/or effective dates, as specified herein. If, at the time this Agreement would otherwise expire, the parties are negotiating for a successor Agreement, the terms and conditions hereof shall continue in effect until a subsequent Agreement is negotiated and becomes effective, subject to any retroactive provisions agreed upon in said subsequent Agreement.

WITNESS WHEREOF, the parties have caused their names to be signed on this 1 day of 1, 2017.

By 
Joseph Maturo, Jr., Mayor

By 
Benjamin DeCrosta, President, Local #0275

By 
Frank Gentile, Jr.
Assistant Director of Administration
and Management

By 
Kevin E. Boyle, Jr.
President, UPSEU

APPENDIX A
"REASONABLE SUSPICION" DRUG TESTING

1. Purpose. This agreement is intended to specify the methods to be used by the Town when an employee's conduct, behavior, demeanor, or statements have created reasonable suspicion that he or she has engaged in "substance abuse." "Substance abuse" is defined for purposes of this agreement as the ingestion of an illegal substance or the abuse of alcohol or of a legally prescribed substance.
2. Voluntary Disclosure and Employee Assistance
 - (a) An employee who has completed his or her initial probationary period with the Town and has engaged in substance abuse and voluntarily requests treatment and rehabilitative assistance shall be given assistance under the Town's Employee Assistance Program. Access to this program shall be limited to two occasions. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.
 - (b) In addition, an employee who has completed the initial probationary period and tests positive for substance abuse shall be entitled to one opportunity to enroll in the Employee Assistance Program of the Town and avoid discipline, provided that he or she has not already engaged in that program two times, and provided further that the employee has not previously failed to comply with the requirements of that program on a previous enrollment in it.
 - (c) Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to unannounced or random testing for the six months immediately following return to employment.
3. Basis for Testing. The testing authorized under this agreement shall be preceded by a determination by a designated supervisory officer that the conduct, behavior, demeanor, or statements of the employee have given that officer "reasonable suspicion" that the employee has engaged in substance abuse.
4. Preservation of Rights. This agreement does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitutions or statutes.

5. Preliminary Determination-of Reasonable Substance Abuse.

(a) An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisory officers. A supervisory officer shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor, and statements of the employee observed by that officer or reliably and speedily reported to him or her.

(b) Designated supervisory officers shall be the Chief, Deputy Chief, Inspector, Captain, and any officer acting in the capacity of Shift Commander. Supervisory officers shall not necessarily be of higher rank than the employee involved. The Town shall provide training for such designated supervisory officers, but the lack of such training of a particular officer shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.

6. Order to Undergo Test.

(a) When a designated supervisory officer makes an initial determination that he or she has reasonable suspicion that an employee has engaged in substance abuse, the employee shall be informed of this preliminary determination. The employee shall be informed of his right to a meeting with a second designated supervisory officer to discuss the preliminary determination. At that meeting, the employee shall be entitled to Weingarten representation rights by a bargaining unit representative. The supervisory officer making the preliminary determination shall also participate. If no meeting is requested the preliminary determination shall be final.

(b) At the conclusion of the meeting, the second designated supervisor shall determine whether he or she has reasonable suspicion that the employee has engaged in substance abuse, based on everything reported and observed at the meeting. Following a final determination of such reasonable suspicion, the employee shall be directed to submit to a test and shall be placed on administrative leave pending results of the test.

(c) The employee shall be entitled to Weingarten representation during the sample production process.

7. Testing Procedures. The testing procedures shall be in accordance with those set forth in Appendix A. Testing shall be by urine testing. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this agreement.

8. Confidentiality. Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.

Testing Procedures for Ingestion of Illegal Substances or Abuse of Alcohol or Legally Prescribed Substances

1. Tests with respect to ingestion of illegal substances or abuse of alcohol or legally prescribed substances shall be by urine testing.
2. Urine will be collected in a secure urine collection kit that meets National Institute on Drug Abuse (NIDA) specifications. Employee samples shall be identified by number when samples are submitted for testing.
3. The secure collection kit and chain of custody will be designed to insure the integrity of the specimen. In the event that signs of tampering with the sample are evident, the specimen will be rejected and a new specimen sought.
4. Arbitrary screening and confirmation procedures will meet and exceed NIDA requirements. A presumptive positive result will be immediately confirmed by gas chromatography/mass spectrometry (GC/MS).
5. Results of the test will be communicated to the medical review officer or other designated personnel of the testing contractor as soon as the testing is completed. Confidentiality of the subject's identity will be maintained. The result will be reviewed and certified by a certifying scientist in accordance with guidelines of the U.S. Department of Health and Human Services. The chain of custody will document each individual who handles the specimen, including both the original container and the separate aliquots.
 - a) The external chain of custody is recorded on a urine custody and control form. After collection of the specimens the donor and collector complete the urine custody and control form and insert the appropriate copies into the collection kit. The kit is then sealed closed. In this secure state, the kit is packaged for delivery.
 - b) The chain of custody is resumed upon the specimen's arrival at the contractor's laboratory. The custody of the sample is documented within the contractor using an internal chain of custody. The time and date of transfer for all portions of the sample shall be documented, including opening of the specimen, testing, and both temporary and long-term storage.
 - c) Each individual package and specimen container received by the contractor is opened one at a time. All specimens are inspected for signs of tampering and documented as to whether all seals are intact. Specimen containers with seals that are missing or not intact will not be processed. If such tampering is discovered, retesting will occur. This external chain of custody is completed when the contractor notes the receipt of the intact sample on the urine custody and control form.
 - d) A unique number for each specimen is placed on the laboratory copy of the urine custody and control form, the original container, specimen lid, split specimen container, internal chain of

custody form and the aliquot tube. An aliquot of the original specimen is transferred to an aliquot tube and assigned to a batch. At this time, the original containers and split specimens are placed in temporary refrigerated storage.

e) The analyst signs for chain of custody of the batch, placing the aliquots for initial screening. Upon completion of the testing, the analyst returns the chain of custody to the accessioning area and indicates specimens needing to be allocated for GC/MS confirmation. The specimens requiring GC/MS confirmation are removed from refrigerated storage one at a time. A new aliquot tube is marked with the same unique number as the original container.

B The analyst then signs for the chain of custody for these aliquots and releases them for confirmation testing. Upon the completion of confirmation testing, the specimens which confirmed positive are stored frozen in their original containers along with their splits for at least 12 months, subject to extension as required.

6. The following initial cutoff levels will be used when screening specimens to determine whether they are negative or presumptive positive for these classes of drugs:

Initial Screen	
Drug Name	Cutoff Level (n-glml)
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300
Cocaine Metabolite	300
Ethyl Alcohol	0.02 grn/dl
Methadone	300
Methaqualone	300
Opiates	300
Phencyclidine	25
Propoxyphene	300
THC Metabolites	20

7. All presumptive positive results will be confirmed by GC/MS. The following cutoff values will be used on the confirmatory test:

Drug Name	Confirmation Cutoff Level (ng/ml)
Amphetamines	
Amphetamine	500
Methamphetamine	500
Barbiturates	300
Benzodiazepines	300
Cocaine Metabolite (Benzoylecgonine)	150
Ethyl Alcohol	0.02 gm/dl

Methadone	300
Methaqualone	300
Opiates	
Codeine	300
Morphine	300
Phencyclidine	25
Propoxyphene	300
THC Metabolite (Delta-9-tetrahydrocannabinol 9-carboxylic acid)	15

8. The list of substances to be tested and cutoff levels are subject to change by the Town of East Haven with advance notice to the Union and based on legal or technological changes. Other drugs may be added or those indicated above removed from the list from time to time. Each analytical run for either screening or confirmatory testing will contain an appropriate number of standards and a minimum of 10 percent controls. All quality control samples will be within the acceptable range and meet all chromatographic criteria before any sample results will be reported from a run.

9. For each confirmatory procedure, three individual ions and two ion ratios will be monitored. The ion ratios must fall within the cutoff standard value +20%. A specimen will be considered positive by GC/N4S when an analysis meets the following criteria:

- a) retention time within limits
- b) ion ratios within limits
- c) concentration above cutoff level
- d) quality control within limits

A blank solvent will be analyzed on the GC/N4S after each unknown specimen to document that carry-over does not occur.

10. The following outlines the confirmation tests to be used:

a) Amphetamines. The assayed compounds are amphetamine and methamphetamine. Deuterated amphetamine and deuterated methamphetamine are used as internal standards. Amphetamine and methamphetamine are derivatized with methyl bis trifluoroacetamide (MBTFA). Selected ions are monitored at specific retention times on the GC/N4S. Separation of d and l isomers of methamphetamine is performed.

b) Barbiturates. The assayed compounds are amobarbital, butabarbital, butalbital, pentobarbital, phenobarbital and secobarbital. A deuterated internal standard is used. Barbiturates are extracted from murine and analyzed on the GC/N4S. Specific ions are monitored at specific retention times for each barbiturate.

c) Benzodiazepines. The assayed compounds are oxazepam, diazepam and N-

desmethyldiazepam. A deuterated internal standard is used. Benzodiazepines are extracted and analyzed by GC/NIS, and specific ions are monitored at specific retention time.

d) Benzoyllecgonine. The assayed compound is cocaine metabolite (Benzoyllecgonine). Deuterated benzoyllecgonine is used as internal standard. Benzoyllecgonine is derivatized with BSTFA to form the Trimethylsilyl derivative. Selected ions are monitored at specific retention times on the GC/MS.

e) Ethyl Alcohol. The assayed compound is ethyl alcohol. Ethyl alcohol is analyzed using gas chromatography. Positive specimens will be reported as concentration of ethyl alcohol present.

f) Methadone. The assayed compounds are methadone and metabolite. A deuterated internal standard is used. Methadone and metabolite are extracted and specific ions are monitored on the GC/MS.

g) Methaqualone. The assayed compounds are morphine, codeine, and 6-monoacetylmorphine (6-MW). Deuterated morphine and codeine are used as internal standards. The urine specimens are hydrolyzed with B-glucuronidase prior to derivatization with BSTFA. The trimethylsilyl derivatives are analyzed on the GC/MS and specific ions are monitored at specific retention times. 6-monoacetylmorphine (heroin metabolite) will be reported if present.

h) Phencyclidine. The assayed compound is phencyclidine (PCP). Deuterated PCP is used as an internal standard. PCP is analyzed on the GC/MS and specific ions are monitored at a specific retention time.

i) Propoxyphene. The assayed compounds are propoxyphene and norpropoxyphene. A deuterated internal standard is used. Propoxyphene and norpropoxyphene are extracted and specific ions are monitored on the GC/MS.

j) THC Metabolites. The assayed compound is 11-nor-9-carboxyl-delta-9 tetrahydrocannabinol. Deuterated carboxyl-THC is used as an internal standard. THCCOOH is hydrolyzed with potassium hydroxide in the presence of methanol. Following derivatization with iodomethane, the methyl ether, methyl ester derivative is analyzed on the GC/MS and specific ions are monitored at specific retention times.

11. The results will be certified by designated expert supervisors or technicians of the contractor. The report will not be released to the Town of East Haven until the certification has occurred.

12. All aspects of the testing process shall be documented. This documentation will be maintained for a minimum of two years and will include:

a) Personnel files on analysts, supervisors, directors and all individuals authorized to have access to specimens and chain of custody documents.

b) Quality assurance and quality control record and all subject test data, reports, and performance records on proficiency testing. Temperature records for frozen storage containers will be maintained on a daily basis and stored as quality control documents.

13. All positive specimens will be placed in a long term, secure frozen storage area (temperature maintained at -20 degrees centigrade) for a minimum of one year, subject to being extended as required by the Town of East Haven. Emergency power equipment will be available in case of prolonged power failure and temperature records will be available for review.

APPENDIX B - CENTURY PREFERRED PLAN

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Town of East Haven
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Anthem

This does not constitute your health plan or (PI:520.a= e It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; dialysis care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of sex change operations; surgical and nonsurgical services related to HIV syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation

A pro

Blue Cross and Blue Shield. =August 1, 2018 and business days in the State of Connecticut

APPENDIX C - CENTURY PREFERRED DRUG RIDER

East Haven Police
CENTURY PREFERRED
Public Sector Managed RX 3 TIER
Benefits at a Glance

\$5 COPAYMENT GENERIC DRUGS
\$10 COPAYMENT LISTED BRAND-NAME DRUGS
\$15 COMMENT NON-LISTED BRAND NAME DRUGS
\$2,000 Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details) Your copayments will be lower when you use *generic* or brand-name medications that are on 0112 list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for:
Two copayments when purchasing a 31-day to 100-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		Your copayment:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$10
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$15
Mail Service	Two copayments per 31-100	\$10 generic, \$15 listed brand-name, \$20 non-listed brand-name
Annual Maximum	Per member per calendar year	\$2,000

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Voluntary Mail-Service Program

Express Scripts RX, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 100-day supply of these medications and have them delivered directly to your home.

Two mail-service copayment will apply.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1488-207-4214, or go to www.anthemarescription.com to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 100-day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

APPENDIX D - HDHP-HSA PLAN

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Lumenos HSA Plan Summary

The Lumenos HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the Lumenos would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First- Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

\$3,400 individual coverage

\$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

- Fill out forms for participation and completion
- Healthy Lifestyles online Participation
- ConditionCamp participation and completion.

You can earn:

Up to \$200

Up to \$150

Up to \$300

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

Some eligibility requirements apply. See page 2 for program description.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductibles from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

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Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your Bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$2,000 individual coverage

\$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

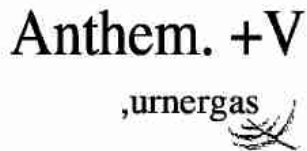
\$2,000 Individual coverage • \$4,000 individual coverage

\$000 family coverage • \$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

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

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Lumenos HSA Plan Summary

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

Future Moms: Individuated obstetric support for selected high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 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 family member 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) There's no limit to the number of family members that can graduate and earn the Incentive. Each family member 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 with Mellon Bank or a 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, Pertussie (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, 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,

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Lumenos NSA Plan Summary

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 NSA 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 | • Maternity Care |
| • Inpatient Hospital Services | • Chiropractic Care |
| • Outpatient Surgery Services | • Prescription Drugs |
| • Diagnostic X-rays/Lab Tests | • Home health care and hospice care |
| • Emergency Hospital Services | • Physical, Speech and Occupational Therapy Services, |
| • Inpatient and Outpatient Mental Health and Substance Abuse 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.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 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.

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 1-888-2244896,

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Lumenos HSA Plan Summary

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APPENDIX E - HDHP-HRA PLAN

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Lumenos HRA Plan Summary

The Lumenoso HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And pull have access to personalized services and online tools to help you reach your health potential.

Your turneries HRA Plan

First- Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumens Heath Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$ 1,300 individual coverage

\$ 2,600 family coverage

Unlimited dollars roll over year to year.

Earn More Money for Your Account

What's special about your HRA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Online Wellness Yoollch participation
- CondfionCam participation and completion.

You can earn:

Up to \$200

Up to \$150

Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HRA or but-ofpodket costs for you as long as you receive your preventive care ffrom an in-network provider. If you choose to go to an out-of-network provider your deductible or traditional health coverage benefits will apply.

Then -

Your Bridge

After you use all of the money in your HRA, you then ^{pay} a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your bridge responsibility will vary

Annual Deductible Responsibility

\$2,030 individual coverage

\$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have paid your Bridge amount

Traditional Health Coverage

After your bridge, th e plan pays:

100% for in-network providers

80% forout-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spendrom your HRA, your Bridge responsibility and your cost share amounts.

If you have questions, please call toil-free 1-888-2244896.

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Lumenos HRA Plan Summary

Healthy Rewards Program

Your employer will provide you at additional health care dollars in your HRA 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.

Summary of Covered Services

Preventive Care

Anthems's Lumenos HRA 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 HRA 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.

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Summary of favored Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury! You can use your available HRA 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 CRA 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

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HRA plan, the following services are kited.

- 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 are subject to an unlimited maximum per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 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.

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

If you have questions, please call toll-free 1-888-2244896.

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Lumenos HRA Plan Summary

APPENDIX F - VISION RIDER BENEFITS

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VISION BENEFITS

Annual Allowances

Frames.	\$50.00
Single Lenses	\$60.00
Bifocal Lenses	\$120.00
Trifocal Lenses	\$180.00
Contact Lenses (Per Eye)	\$60.00/\$225.00

Members may receive contacts and eyeglasses in the same year.