

TOWN OF WINCHESTER

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION COPS UNIT#330

WINSTED POLICE DEPARTMENT

Expires June 30, 2022

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This Agreement made and entered into between the Town of Winchester, hereinafter referred to as the Town or the Employer, and The United Public Service Employees Union unit #330, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1.

The Employer recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees of the unit. The Employer and the Union agree not to discriminate against employees covered by this Agreement because of race, religion, creed, color, national origin, age, sex, marital status, sexual orientation, military service/veteran status or disability, except on the basis of bona fide occupational qualification or business necessity.

Section 2.

The unit to which this Agreement is applicable consists of all regular full-time uniformed and investigatory employees but excluding seasonal employees, volunteers, Deputy Chief of Police, the Chief of Police and part-time employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

Except as otherwise abridged or modified by any provision of this Agreement, it is the right of the Town, acting through its departments and agencies, to determine the standards of services to be offered by its departments and agencies; to determine the standard of selection for employment; to direct its employees, to make disciplinary action; to relieve its employees from duty for legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Town's operations and police work are to be conducted; to determine the content of job classifications or descriptions; to exercise complete control over its organization and the technology of performing its work; and, to fulfill all of its legal obligations.

Section 2.

The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

Section 3.

The Union recognizes the authority of the Civil Service Commission of the Town of Winchester as organized under Connecticut General Statutes Chapter 113 and said Commission's Rules issued in conformance with Connecticut General Statutes Section 7-409. Any other provision of this Agreement notwithstanding, in matters concerning examinations, certification of candidates and appointments or promotions from certified lists, the rules of the Civil Service Commission of the Town of Winchester shall prevail.

ARTICLE 3 **EMPLOYEE RIGHTS AND REPRESENTATION**

Section 1.

Employees have and shall be protected in the exercise of the right, without the fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative. Further, no representative, department, official or agent of the Town shall:

- (a) Interfere with, restrain or coerce employees in the exercise of their rights to join the Union.
- (b) Interfere with the formation, existence, operation or administration of the Union.
- (c) Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the in the Union.
- (d) Discriminate against an employee because he has given testimony, taken part in any grievance procedures or other hearings, negotiations or conferences for or in behalf of the Union in any employee.
- (e) Refuse to meet, negotiate or confirm proper matters with officers or representatives of the Union as set forth in the Agreement.

Section 2.

The members of the Union's bargaining committees, to a maximum of three (3), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Employer, its agent or representatives, and the Union, for the purpose of negotiating the terms of the contract or any supplements thereto. There will be no replacement on a shift for police officers released from duty with pay for the purpose of attending negotiation sessions between the Town and the Union. Officers so released will be available for emergency call.

Section 3.

Union officers, representatives or grievance committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for necessary time required to process grievances and to participate in any grievance step as described in the Contract or in any arbitration procedures consequent thereto. There will be no replacement on a shift for police officers released from duty with pay for the purpose of processing grievances and participating in the grievance and arbitration procedures set forth herein, provided the proceeding occurs within the Town. Officers so released will be available for emergency call.

Section 4.

The employee may, with permission of the Commanding Officer, contact a UPSEU representative, Union officer, or steward during the working hours regarding an adverse action which cannot be resolved at the time by a supervisor or superior officer. This will not involve leaving his post or duty until properly relieved.

Section 5.

Not more than two (2) members shall be off duty on Union business leave at the same time. Union business leave shall consist of seminars and conventions (not to exceed three (3) such seminars and conventions during the fiscal year). These members shall suffer no loss of pay while on such leave, and the Union shall be required to submit the names of the members to the Chief as well as the number of days of the leave (not to exceed five (5) days per year for each member) at least one (1) week before taking Union business leave. Pay for each such day shall not be considered a day worked for purposes of figuring overtime pay.

Section 6.

The Union officers and representatives are as follows: President, Vice President, Secretary, Treasurer, Steward and Alternate Steward. The Union will provide the Chief with the list of officers and representatives and the duration of their respective terms.

Section 7.

The Union shall keep the Employer informed of any change in the roster of officers or representatives named above.

Section 8.

All employees who are covered by the Agreement, and who are members in good standing of the Union on the day that this Agreement becomes effective, shall remain members for the duration of this Agreement or pay an agency fee covering the cost of collective bargaining, contract administration and grievance adjustment.

ARTICLE 4
STABILITY OF AGREEMENT

Section 1.

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

ARTICLE 5
HOURS OF WORK

Section 1.

The basic work week shall consist of three (3) main eight (8) hour shifts per day beginning at 0001 hours Sunday and ending at 0000 hours Saturday. The day shift shall be between the hours of 8:00 a.m. and 4:00 p.m. except that one bid slot may be from 9:00 a.m. to 5:00 p.m. The evening shift shall be between the hours of 4:00 p.m. and 12:00 midnight except that one bid slot may be from 5:00 p.m. to 1:00 a.m. or 6:00 p.m. to 2 a.m. The midnight shift shall be between the hours of 12:00 midnight and 8:00 a.m. except that one bid slot may be from 1:00 a.m. to 9:00 a.m. All shifts shall work alternating schedules of five consecutive days on, three consecutive days off followed by five consecutive days on, two consecutive days off. Shift schedules shall change October first and April first each year, to be bid by seniority. In the event a vacancy is created on a shift as a result of a promotion, injury or other reasons, the Chief may assign an employee to fill the vacancy in inverse order of seniority. Such seniority selection cannot be used for the displacement of the Court Liaison Officer or any officer assigned to detective duties on a full-time basis.

Section 2. **Ghost Training Days ("GTDs")**

Each sworn member of the Police Department will have an obligation to attend three (3) GTDs each calendar year for the following training purposes; two (2) of the three (3) GTDs will be used for firearms training and the third GTD shall be used for POSTC training related to law enforcement that is chosen by the officer. Any training that is not directly through POST must be pre-approved, in writing, by the Chief or his designee. Employees will be required to attend GTDs to replace a day that the employee did not work during the year due to the shift schedule but was compensated. The officer will not be paid any additional money for these GTDs days unless the training extends beyond 8 hours in a day. If an officer works overtime on any of these GTDs, (s)he will be compensated in accordance with the language set forth in the collective bargaining agreement. Officers will have until October 31st of each calendar year to attend the three (3) GTDs. If an officer does not attend the three (3) GTDs by October 31st the Chief or his designee will assign the employee to the remaining GTDs that the officer needs to attend by December 31st.

The POSTC training courses chosen by the officer must not exceed the amount of \$150.00. The Chief or his designee will ensure that all updated training courses from POSTC are provided to all officers throughout the year.

Section 3.

Employer will post a work schedule three (3) months in advance of commencement, preparation to be the responsibility the Chief, or his designee, and a Sergeant designated by him. A copy of the schedule will be posted, and a copy will be provided to each employee upon his request. The

Chief will transition from posting and providing a copy of the work schedule to each employee upon request to posting a work schedule that can be accessed by computer.

Section 4.

The Chief may rotate the shift assignment of probationary officers at any time during the year for training and experience purposes.

Section 5.

A Sergeant will be assigned as the Training Coordinator. Employee(s) assigned to be the Training Coordinator shall receive compensation for any such hours worked at the applicable rate. Employees who work as a Training Officer or Instructor on hours other than their regularly scheduled shift who have a choice with respect to the date of the training shall receive compensation for any such hours worked at the applicable rate. Alternatively, employees who work as a Training Officer or Instructor on hours other than their regularly scheduled shift who are involuntarily assigned the date for the training may, at their request and upon approval of the Chief, be excused from their regularly scheduled shift that day and the hours worked as Training Officer shall be counted as then regularly scheduled shift. Employees who work as a Training Officer or Instructor on their regularly scheduled day off who are involuntarily assigned the date for training shall be paid at the applicable rate.

Section 6.

A Field Training Officer shall receive one hour of pay for each full shift supervising a trainee.

Section 7.

The Chief may assign employees to hours and days of work different from the basic work week and workday when necessary for a particular assignment or position, with the consent of the affected employee. The Chief shall notify the Union of any such assignment.

ARTICLE 6 **OVERTIME COMPENSATION**

Section 1.

Time worked in excess of eight (8) hours on any workday or in excess of the regularly scheduled

workweek shall be considered overtime and shall be paid at the rate of time and one-half the applicable rate, except that such time worked on the second or third day off (but not both) shall be paid at double time. There shall be no pyramiding of overtime in any instance.

If an officer books off sick on his/her regular shift following a shift on which he or she has worked overtime, the Chief may, in his discretion, direct that said employee forfeit the one-half time or double time premium for the preceding overtime shift and be paid only at straight time. There shall be no forfeiture if the employee is absent due to a fire at his/her residence, or due to a disabling injury or illness that requires treatment by a doctor, emergency room or hospital.

Section 2.

The Chief or his designee will determine when overtime work is required.

Section 3.

An overtime roster of employees will be prepared by the Chief or his designee, and all overtime will be distributed to, the regular officers fairly and equitably by utilizing a method agreeable to the Town and the Union. Reasonable overtime shall not be refused unless the acceptance of such overtime would cause undue hardship. Officers must provide cell numbers where they can be reached.

Section 4.

Time and one half shall be paid for not less than three (3) hours to any employee called back to work or for any duty not continuous with his regular work shift or tour of duty.

Section 5.

All employees shall be given reasonable advanced notice of overtime work assignments whenever possible. When there is available overtime work on a regular shift, officers will be called and offered the work on a rotating basis from the regular overtime list until the shift is filled. In the event a vacancy cannot be filled after using the regular overtime list, the vacancy will be filled as follows: An employee on the shift immediately prior to the shift during which overtime is needed shall work the first four (4) hours of the overtime assignment and may have the option of working the second four (4) hours of the overtime assignment; employees will be chosen in rotating inverse seniority. If the employee chooses not to work the second four (4) hours of the overtime assignment, an employee on the shift immediately following the shift of the overtime assignment will be directed to come in early to work the second four (4) hours of the overtime shift; employees will be chosen in rotating inverse seniority. Except where the alleged violation is intentionally caused by the Chief or his/her designee, the filling of overtime pursuant to this section shall not be a grievable issue.

When there is available outside detail work, officers will be called and offered the work on a rotating basis from the outside detail overtime roster until the job is filled.

ARTICLE 7
WAGES

Section 1. Effective upon execution and retroactive to July 1, 2019, the wage rates in effect on June 30, 2019 shall be increased by 2.5% and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$53,508.84
2	After probation	\$58,094.22
3	Beginning of year 2	\$67,394.92
4	Beginning of year 3	\$68,726.52
5	Beginning of year 5	\$69,723.64
6	Beginning of year 7	\$71,125.08

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting rate	\$74,222.77
2	Beginning of year 2	\$75,222.46
3	Beginning of year 5	\$77,580.80
4	Beginning of year 7	\$79,140.14

Section 2. Effective upon execution and retroactive to July 1, 2020, the wage rates in effect on June 30, 2020 shall be increased by 2.25% and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$54,712.79
2	After probation	\$59,401.34
3	Beginning of year 2	\$68,911.31
4	Beginning of year 3	\$70,272.87
5	Beginning of year 5	\$71,292.42
6	Beginning of year 7	\$72,725.39

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting Rate	\$75,892.78
2	Beginning of year 2	\$76,914.97
3	Beginning of year 5	\$79,326.37
4	Beginning of year 7	\$80,920.79

Section 3. Effective July 1, 2021, the wage rates in effect on June 30, 2021 shall be increased by 2.25 % and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$55,943.83
2	After Probation	\$60,737.87
3	Beginning of year 2	\$70,461.81
4	Beginning of year 3	\$71,854.01
5	Beginning of year 5	\$72,896.50
6	Beginning of year 7	\$74,361.71

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting Rate	\$77,600.37
2	Beginning of year 2	\$78,645.56
3	Beginning of year 5	\$81,111.21
4	Beginning of year 7	\$82,741.51

Section 4. The Town may assign a Patrol Officer(s) to detective duties for training when the availability of patrol manpower so allows. This detective training assignment may be for a period of up to six (6) months. If, upon the completion of the six (6) months, the officer is working on a major case, he shall be allowed to reasonably complete that case. Said extension shall in no event exceed three (3) months duration. The Chief shall give written notice to a Patrol Officer of a full-time assignment of detective duties. The rate of pay for Patrol Officers assigned to detective duties on a full-time basis shall be five percent (5%) above the officers' regular rate. Any supervisor assigned to detective duties on a full-time basis shall not receive an increase but shall continue to be paid at their regular rate. Officers or supervisors assigned to the detective position shall receive one Friday off per month with pay.

Section 5. A Patrol Officer assigned as officer in charge for more than four consecutive hours on a particular shift shall be paid at the base Sergeant rate for such hours.

Section 6. Shift premiums shall be as follows:

\$1.00 per hour for the evening shift \$1.50 per hour for the midnight shift

Shift premium shall not be paid on non-work time (vacation, sick leave, etc.)

Section 7. Employees shall be paid bi-weekly by direct deposit, not later than Friday, and such pay will be delivered in an envelope for such employee by a responsible officer.

ARTICLE 8 **HOLIDAYS**

Section 1.

The following days shall be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Employee's Birthday	
(1) Floating Holiday	

Section 2.

When a holiday falls during the period of an employee's paid sick leave or during vacation he shall be paid for the holiday.

Section 3.

If an employee works on Thanksgiving Day or Christmas Day, he/she shall be paid double time (2X) for all hours worked on that holiday. In addition, the employee shall receive eight (8) hours straight time pay for the holiday.

Section 4.

If an employee works on any other listed holiday, he shall be paid time and one half for all hours worked in addition to eight (8) hours straight time pay for the holiday.

ARTICLE 9 SENIORITY

Section 1.

Seniority, according to this Agreement, shall consist of the accumulated, continuous paid service of the employee with the Police Department as a regular, full-time police officer.

Classification or Rank Seniority according to this Agreement, shall consist of the accumulated, continuous paid service of the employee in a specific rank/classification as a regular, full-time police officer.

At the completion of the required probationary period, the employee shall accumulate seniority which will revert back to the date of hire or to the date of appointment to rank, as appropriate.

Section 2.

The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary lay-off for a period of less than twelve (12) months.

Section 3.

An employee whose regular full-time employment has been terminated without an authorized leave of absence unless overturned through the grievance procedure as outlined in this agreement, including but not limited to extended sickness, Selective Service Act, etc., may not regain his previous seniority by being re-employed as a full-time employee even though he has worked as a supernumerary part-time status in the meantime.

Section 4.

The probationary period for all new employees shall be eighteen (18) months from the date of hire or twelve (12) months if the officer was certified at the time of hire. During such period, the employee shall be on probation and may be disciplined or discharged by the Town for any reason whatsoever. Neither the Union nor the employee shall have any right to appeal the discipline or discharge of a probationary employee.

Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted as employment for purposes of computing the probationary period.

Section 5.

An employee's seniority shall be considered broken if he voluntarily quits, is discharged, is absent from work when scheduled for three (3) consecutive days without notifying the department or fails to return to work within seven (7) days after notice of recall from a layoff.

Section 6.

In the event of a reduction in the force, layoffs shall be in the inverse order of hiring and recall will be by department seniority. For the purpose of this section, rank seniority shall not prevail.

ARTICLE 10 **CLOTHING ALLOWANCE**

Section 1.

The Town shall provide and maintain each Police Officer's outer uniform, to include gloves, shirts, necktie, turtlenecks, raincoat, shoes, slicker, boots and rubbers of good quality and condition. Also, equipment consisting of semi-automatic service weapon and holster, belt, handcuffs, magazine pouch, ammunition, pepper spray, ASP, taser, holster and riot equipment as necessary. Officers assigned to detective duties on a full-time basis will be outfitted with similar equipment and clothing as required, not to include ties. Uniforms, including ballistic vests, damaged in the line of duty will be replaced as soon as possible. The Department shall reimburse each officer up to \$500 for purchase or replacement of a ballistic vest once the vest reaches the expiration according to the manufacturer.

BDU Street Gear will be used as the summer and winter uniform standard.

Section 2.

The Town shall provide for the cleaning of all uniforms and detective clothing provided in Section 1.

Section 3.

The Town shall provide compensation for each member of the Unit for personal items damaged or lost in the line of duty, not to exceed three hundred fifty dollars (\$350.00) for prescription eyeglasses and three hundred fifty dollars (\$350.00) for other items per year, on an as occurred basis, provided that such damage or loss was not the result of the member's negligence.

ARTICLE 11 **COURT DUTY**

Section 1.

If an employee is required to use his or her own vehicle to travel to and from the court, the employee will be paid at the applicable IRS rate per mile and will be covered for liability in excess of his own coverage by the Town, in addition to Workers Compensation.

Section 2.

The following policy and procedure shall govern release from duty and/or payment of overtime to attend hearings or court proceedings for police officers in the Winchester Police Department:

Criminal Cases:

The Town will release an officer from duty with pay to appear in court or at a motor vehicle hearing in a criminal matter when the officer is subpoenaed to appear in connection with the performance of his/her law enforcement duties. Any witness fee paid to the officer shall be turned over to the Town.

An officer who is off-duty and subpoenaed to appear in court or at a motor vehicle hearing in connection with the performance of his/her law enforcement duties, will be paid for all hours spent in court minus the witness fee paid by the State. If the officer is released from court prior to being there for four (4) hours and (s)he chooses not to return to the station to be assigned to work (s)he will be paid for the time that (s)he was in court; however, if the officer is released from court prior to being in court for four (4) hours and (s)he reports to the station and is assigned to work, (s)he will be paid a minimum of four (4) hours.

An officer who receives a request to attend a meeting with a prosecutor or inspector from the State's Attorney's office, for purposes of preparing for a court hearing, shall notify the Chief or Deputy Chief immediately. Every effort shall be made to have the preparation meeting scheduled during the officer's regular duty shift. If that cannot be done, upon approval by the Chief or Deputy Chief, the officer will be paid at time and one-half for the actual time spent in the preparation meeting. If the hours are not contiguous to the officer's shift, the officer shall receive minimum callback of three (3) hours.

Civil Cases:

- (a) The Town will release an officer from duty with pay to attend an administrative hearing or court proceeding in a civil matter, when the employee is appearing on behalf of the Town and the Town mandates the officer to be there.
- (b) An officer who testifies in an administrative hearing or court proceeding, under subpoena by civil counsel in a civil matter which involved the performance of the officer's duties as a police officer for the Town, will either be released from duty with pay or if off-duty, will be compensated for all hours spent at the hearing or court proceeding with a minimum of three (3) hours overtime pay for any hours not contiguous minus any witness fee or other compensation paid directly to the officer, subject to the following:
 - The Town may bill the party that subpoenaed the officer. Any payment received, even if directed to the officer, shall belong to the Town.

- No payment shall be made when the officer is a complainant or plaintiff in an action against the Town, or when the officer is a witness in such action and has not been mandated by the Town to attend.

Grievances, Arbitrations and Labor Board Conferences/Hearings:

- (a) The Town shall release an employee from duty with pay to attend an arbitration hearing or an informal or formal hearing before the State Board of Labor Relations (SBLR) when the employee is appearing on behalf of the Town and the Town mandates the employee's appearance.
- (b) The Town shall release with pay one employee called or subpoenaed by the Union to attend an arbitration hearing or an informal or formal hearing before the State Board of Labor Relations (SBLR). However, payment will be at the officer's straight time hourly rate.
- (c) The Town shall release a grievant from duty with pay to attend a grievance meeting or grievance arbitration hearing.
- (d) The Town shall release the Union President or designee with pay for the purpose of attending a grievance meeting, grievance arbitration or SBLR hearing.

Release Without Pay:

If an employee is not eligible for release with pay as provided above, the Town will release the employee from duty without pay to attend one of the proceedings identified above if the employee is a party or a witness. Early dismissal or leave without pay for this purpose shall be without prejudice to the employee. An employee who is eligible for release from duty without pay may instead elect to receive compensation by using personal leave **or** vacation time.

Notice of Subpoena or Requests for Release:

An employee who receives a subpoena or a request for a meeting shall promptly notify the Chief or Deputy Chief and provide a copy of the subpoena and/or any other information needed to determine eligibility for payment or release from duty. In the case of a preparation meeting, the officer shall not attend until approval has been granted by the Chief or Deputy Chief.

Section 3.

An employee shall not be required to transport prisoners on his days off except in case of emergency in which case he will be paid twice his regular pay for hours worked.

Section 4.

If prisoners are to be transported out of town, normal coverage of patrols will be maintained using overtime where necessary and possible.

ARTICLE 12
VACATION AND SICK LEAVE

Section 1.

Regular full-time employees of the Town, who have worked for the Town for one (1) year, shall be entitled to vacation with pay as of the employee's anniversary date of employment in accordance with the following schedule:

<u>After</u>	<u>Vacation</u>
One year	Ten (10) workdays, of which five (5) may be taken after the first six months of employment
Five years	Twelve (12) workdays
Six years	Fourteen (14) workdays
Ten years	Sixteen (16) workdays
Twelve years	Eighteen (18) workdays
Fourteen years	Nineteen (19) workdays
Fifteen years	Twenty (20) workdays
Seventeen years	Twenty-one (21) workdays
Nineteen years	Twenty-two (22) workdays
Twenty or more years	One additional day per year.

Employees shall earn vacation on the basis of service as a full-time employee of the Town. Vacation entitlement shall be granted each year on the employee's anniversary date of employment, to be used during the twelve (12) month period between anniversary dates, except that:

1. The cap on carry-over vacation days shall be fourteen (14) days, with two months prior notice over five days carry over beyond the anniversary.
2. For more than fourteen (14) days' vacation carry-over, two (2) months prior notice and permission from the Town Manager is required.

No employee shall be allowed to accumulate more than forty-five (45) days' vacation.

Employees hired after August 4, 2014 shall be capped at twenty (20) vacation days after reaching fourteen (14) years of employment.

Section 2.

Each employee shall be allowed one (1) day per month sick leave with pay beginning the month of appointment. Any unused portion of sick leave of employees hired before July 01, 1997 shall accumulate from calendar year to calendar year, up to a maximum accumulation of one hundred fifty (150) days. Any unused portion of sick leave of employees hired after July 01, 1997 shall accumulate from calendar year to calendar year, up to a maximum accumulation of sixty (60) days. In all cases where such sick leave exceeding four (4) working days is taken because of illness, bodily injury or exposure to contagious disease, a certificate provided by the town must be completed by the physician indicating the nature, extent of disability and probable duration of the disability and be submitted to the Chief, substantiating the reason for absence. When accumulated sick leave credit has been used accrued vacation may be used to extend sick leave on request of the employee and authority of the Police Chief and Town Manager in each case.

Section 3.

Upon execution of this Agreement that expires on June 30, 2019, employees shall be entitled to accumulated sick leave allowance applicable to retirement, death, or termination in good standing which for employees hired before July 01, 1997 shall not exceed one hundred percent (100%) or a maximum of two hundred dollars (\$200.00) a day of up to one hundred thirty (130) days of accumulated sick leave. Employees hired after July 01, 1997 shall be entitled to accumulated sick leave allowance applicable to retirement, death, or termination in good standing which shall not exceed one hundred percent (100%) or a maximum of two hundred dollars (\$200.00) a day of up to sixty (60) days of accumulated sick leave.

Employees hired after August 4, 2014 shall not be entitled to a payout of accumulated sick time upon retirement, death, or termination in good standing.

Section 4.

Vacation choice shall be by rank seniority, with each eligible employee entitled to take vacation, if practical and upon the Chief's discretion, subject to the demands of the service of the Department. The Chief of Police shall not be required to grant an employee's leave request for personal time if the employee's position cannot be filled without incurring overtime. The Chief of Police shall grant vacation leave requested at least twenty-four (24) hours in advance provided that granting the request does not result in more than one overtime slot.

ARTICLE 13 **OTHER LEAVES OF ABSENCES**

Section 1.

Funeral Leaves:

- (a) Special leave of five (5) working days with pay between the date of the death and the date of the funeral inclusive, shall be granted an employee in the event of the death of

his/her spouse or child or stepchild. If any other member of the immediate family of a Town employee dies, the employee shall be granted up to three (3) days leave without loss of pay, vacation time, etc., to arrange for and attend the funeral. "Immediate Family" is hereby defined as father, mother, brother, sister, grandparents, grandchildren and immediate in-laws, i.e., father-in-law, mother-in-law, brother-in-law, sister-in-law, or an individual residing in the employee's residence.

- (b) In the event a close relative of an employee who is not a member of the immediate family of the employee dies, said employee shall be granted one (1) day's leave without loss of pay, vacation time, etc., to attend the funeral. In this category is included uncle, aunt, niece or nephew.
- (c) In the event of the death of a more distant relative, such as a cousin, the employee shall be granted sufficient time to attend the funeral without pay, on approval of the Police Chief and Town Manager.
- (d) In the event of the death of a present Town employee or an employee who has been closely associated with the Police Department, or other Town official, time off to attend the funeral shall be granted only on special permission of the Town Manager.

Section 2.

Employees may be granted one (1) day off with pay for the birth or adoption of a son or a daughter.

Section 3.

Military leave will be provided to officers in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable State of Connecticut statutes as they may be amended from time to time. Copies of such Act(s) will be provided to officers upon request.

ARTICLE 14 **OUTSIDE DETAILS**

Section 1.

All outside details shall be distributed to the members of the unit on a fair and equitable rotational basis in accordance with the Department rules regarding distribution of outside detail. A roster will be posted on the bulletin board.

Section 2.

Payment for outside details not involving the Town or the Board of Education will be made at time and one half the base step hourly rate of Sergeant for all hours worked, with a minimum of four (4) hours pay. In the event that the outside detail exceeds eight (8) hours, the officer shall be paid double the top step hourly rate of a base Sergeant for all hours in excess of eight (8) hours, however, this provision shall not apply to those events involving the Town and/or Board of Education.

Payment for outside details performed on Sunday or a holiday, except those involving the Town and/or the Board of Education, will be made at double the top step hourly rate of a base Sergeant for all hours worked with a minimum of four (4) hours pay. In the event an outside detail is canceled without two (2) hours advance notice, four (4) hours pay at the applicable rate per hour shall be granted in lieu of such cancellation.

The Union and the Town will enter into an MOA agreeing to contribute \$20,000 each fiscal year to be deposited in an account that is not controlled by the Town but rather set-up and controlled by the Union. This agreement is subject to final agreement between the Union and the Town on the language set forth the fund documents.

Section 3.

The Town will continue to assess a ten dollar (\$10.00) per hour surcharge on all outside details, with the exception of Town funded outside details, which shall be deposited in the Union's retiree healthcare account on a monthly basis upon reaching a mutually acceptable MOA.

The Town agrees to hold the aforementioned monies until such time as the Union's retiree healthcare account is established and the Town and the Union reach a mutually acceptable MOA. Once the account is established, the monies in the account shall be deposited to the account every sixty (60) days. This language shall be incorporated into the side MOA for the retiree healthcare account.

ARTICLE 15 **GRIEVANCE AND ARBITRATION**

Section 1.

A grievance is defined as any complaint resulting from the discharge, suspension or demotion of an employee, or dispute resulting from the specific terms of this Agreement.

Section 2.

Grievances will be processed in the following manner:

Step 1. An employee or the Union having a grievance or complaint shall, within ten (10) calendar days of the date he knew or reasonably should have known of the condition causing it, put his grievance or complaint in writing and submit it to the Chief or his designee. The Chief or his designee will render his decision in writing within ten (10) calendar days of his receipt of the grievance.

Step 2. If the employee or the Union is not satisfied with the answer of the Chief or his designee, he may appeal that decision to the Town Manager in writing within ten (10) calendar days of receipt of the answer of the Chief or his designee. The Town Manager shall render his or her decision in writing within twenty (20) calendar days after receipt of the appeal.

Section 3.

Arbitration.

If the Union is not satisfied with the Town Manager's answer, it may appeal to the State Board of Mediation and Arbitration within thirty (30) calendar days of the Town Manager's decision. The decision of the arbitration panel shall be final and binding on all parties to this Agreement. If not submitted for arbitration, the Town Manager's decision is final and binding. The arbitration shall be confined, in the decision to be rendered, to the interpretation and/or the application of particular provisions of the Agreement and the facts which gave rise to the grievance or grievances. The arbitrator shall have no power to add to or to subtract from, or to modify, this Agreement or change any rates of pay or wages as said rates of pay or wages are set forth in Article 8, of this Agreement.

The cost of the arbitration shall be borne equally by the Employer and the Union.

Section 4.

General Provisions.

The employee, when discussing his grievance or complaint with the Employer, shall, at his/her option, be accompanied by a UPSEU representative or Local officer of the Union at all times.

All time limits set forth in this grievance and arbitration procedure shall be calendar days.

The time limit at any step of the grievance procedure may be extended by mutual agreement of the parties. Any agreement to extend the time limit for the initial filing of a grievance or for a filing to arbitration shall be in writing, signed by the Town Manager or her/his designee and a UPSEU representative and the President or Vice-President of the Union.

If the Town fails to respond to a grievance within the time limits specified in this article, the grievance shall be deemed denied and the Union shall have the right to file it at the next level of the procedure.

Whenever the grievance procedure calls for a written decision on a grievance to be sent to the Union, such decision shall be sent to the grieving employee(s) and to The United Public Service Employees Union and the Union President or, in his absence, the Vice-President. If the Union is represented by counsel in the matter, the decision shall also be sent to the Union's counsel.

ARTICLE 16 **INSURANCE AND RETIREMENT**

Section 1.

The Employer will cover each member of the unit with a double indemnity life insurance policy equal to the amount of one year's salary, premiums to be paid by the Employer.

Section 2. The Town shall provide and pay for the following coverage for all employees in the bargaining unit and their dependents:

- a. Effective August 4, 2014, a \$2,000/\$4,000 high deductible health care plan (the “HDHP Plan”) with a health reimbursement arrangement (“HRA”) feature will be offered to bargaining unit employees during their first year of employment until July 1st and the Town shall reimburse up to fifty percent (50%) of the annual deductible. Each July 1st, the Town shall offer a health savings account (“HSA”) feature shall make annual contributions into an employee’s HSA account for employees enrolled in the HDHP each July in the amount of fifty percent (50%) of the annual deductible amount. The HDHP Plan is described in summary form in Appendix A. The Town’s contribution to an employee’s HSA will be prorated based upon the month the employee is hired during the fiscal year. Employees who choose to enroll in the HDHP plan must be enrolled, and remain enrolled, for the entire plan year.
- b. August 4, 2014, employees will have the option to “buy-up” to an Anthem Blue Cross Blue Shield Plan with the following co-pays: office - \$20; inpatient, \$100, ER - \$100; Urgent Care - \$25; outpatient - \$50; pharmacy – one month supply: 5/20/35 – mail-order: 10/40/70). A summary of the plan is attached as Appendix B. Specifically, employees who choose to enroll in the Anthem Blue Cross Blue Shield Plan shall contribute, on a pre-tax basis, the difference between the relevant premium associated with the Anthem Blue Cross Blue Shield Plan and the Town’s cost of the relevant premium associated with the HDHP, including its contribution towards the deductible.

If an employee chooses to enroll in the Anthem Blue Cross Blue Shield Plan with a monthly premium of \$2,738.23 for family coverage plus \$157.82 for family dental coverage for a total of \$2,896.05 per month, the employee will be responsible to pay, by payroll deduction, the amount of \$758.76 per month (\$2,896.05 less \$2,137.29 (the Town’s cost per month for the HDHP Plan/Dental Plan).

- c. Blue Cross Full Service Dental Plan without riders. The employee may purchase the available riders at the employee's expense, through payroll deduction.

Effective July 1, 2020, each employee shall be required to contribute eighteen percent (18%) of the premium costs for individual, dependent or family coverage for the HDHP. Effective July 1, 2021, each employee shall be required to contribute nineteen percent (19%) of the premium costs for individual, dependent or family coverage for the HDHP.

Employee contributions shall be made pursuant to the terms of the Town's Section 125 Plan.

Upon notification and explanation to bargaining unit members of the effective changes, the Town may phase in a health insurance plan that is equal to or better than the health insurance plan then in effect.

Section 3. Eligible employees shall be covered by the Municipal Employees Retirement Fund B. When determined to be legally permissible to have some bargaining unit employee in MERS Fund B and other bargaining unit employees in a defined contribution plan, the Town and the Union will negotiate the implementation of a defined contribution plan.

Section 4. Insurance Waiver

Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment of one thousand dollars (\$1,000). Such payment will be issued in equal payments in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Town in writing:

1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the pro-rata share of any waiver payment made.

ARTICLE 17
MISCELLANEOUS

Section 1.

Space shall be provided in the Police Department for a Union bulletin board of reasonable size to be supplied by the Employer for the posting of announcements relating to official Union business and activity. The Union (or its members) shall not post items that are disparaging of the Town, its employees, or its Board of Selectmen.

Section 2.

Copies of existing General Orders, Special orders and Personnel Orders shall be supplied to the Union upon request, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Union at the time of issuance.

Section 3.

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the Chief of Police or his/her designee.

Section 4.

Employees shall not be required to shovel snow, except in an emergency, or wash police cars while on duty. However, employees are required to keep police cars clean and remove trash, etc. from the police car.

Section 5.

When weather conditions are, in the judgment of the Commanding Officer or Shift Commander, clearly dangerous, the officer in charge of the shift shall order all cruisers to return to the station for reassignment on an emergency basis and each cruiser then shall be manned by at least two (2) officers.

Section 6.

The Employer recognizes that exposure to inclement weather is not desirable and will endeavor to accomplish adequate relief and to prevent excessive exposure, including proper protection for individuals exposed to such conditions.

Section 7.

The Employer shall provide a copy of this executed Agreement to each employee of the bargaining unit. The cost of the copies shall be shared equally by the Town and the Union, and the parties shall jointly select the method of duplicating.

Section 8.

The Employer shall provide the Department with an up-to-date copy of the Connecticut General Statutes.

Section 9.

The Employer shall provide to the Union, on January first of each year, a list of those employees scheduled to receive pay increases due to service.

Section 10.

In case of an accident involving the driver of a police cruiser, the driver may be assigned to a light duty assignment or placed on administrative leave, with pay, pending the outcome of an investigation and pre-disciplinary hearing, if applicable.

Section 11.

Any charge or complaint by a member of the public may be made against a police officer. The Chief or his designee shall investigate any charge or complaint whether made orally or in writing in accordance with applicable law. However, the Chief or his designee or the Town Manager shall request that complaints be reduced to writing and include a particular description of the acts complained of, and names of witnesses with addresses. The Union and Union President and employee involved shall be informed immediately of such complaint with a copy of either the written complaint or, in the case of an oral complaint, any write-up by the person taking it, to the steward, the employee, and the President of the Union within seventy-two (72) hours.

Section 12.

The chain of command for the Police Department shall be as follows: Chief of Police, Deputy Chief, Captain, Lieutenant, Sergeant, Patrol Officer by department seniority. Whenever the term "Chief is used, it also shall mean Acting Chief who will be designated in the absence of the Chief.

Section 13.

The Town agrees that a minimum of three (3) sworn law enforcement personnel who are members of the bargaining unit shall be maintained on each shift. However, at the supervisor's discretion, an officer can be allowed to leave town for less than thirty (30) minutes without violating this section. The Town agrees that the employee assigned as the primary detective will not be counted toward the minimal manpower on any given shift. This does not eliminate the primary detective from accepting overtime assignments in patrol providing he or she is donning a uniform.

Section 14.

An employee injured while on duty shall receive the difference between workers' compensation payments and regular weekly straight time earnings not to exceed one hundred and eighty (180) calendar days. In no event shall an employee on workers' compensation receive more than he/she would earn while working.

Section 15.

Should a suit for false arrest be filed against any employee covered by this Agreement which stems from his official duties on behalf of the Town, and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit.

Section 16.

No employee shall be removed, dismissed, discharged, suspended, fined or disciplined in any manner except for just cause.

Section 17.

An employee will have a right to inspect his entire personnel file by appointment, at reasonable times.

Section 18.

In addition to holidays and vacations herein provided, if an employee shall have perfect attendance for any forty-five (45) consecutive days, the employee shall receive one (1) extra day off with pay. Absence for vacation leave, funeral leave or authorized leave will not mar otherwise perfect attendance; absence for sick leave or suspension will mar perfect attendance. Perfect attendance days are to be taken by the employee within one (1) year from the date of accrual, or they will be paid for. If an employee has perfect attendance for any 365 day period they shall receive, in addition to the above one (1) day, four (4) additional days off. The 45/1 – 365-day cycle will start at the signing of this contract or after an employee reaches his 90th day under the old provisions, provided that such employee has already passed the 45th day.

Perfect attendance, as set forth above, will not apply to officers hired on or after ratification and approval of this Agreement that expires on June 30, 2022.

ARTICLE 18
EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

Section 1.

Education Incentive. An educational allowance, approved by the Chief in advance, shall be granted for courses directly related to police science as follows:

Effective July 1, 2008, an educational allowance, approved by the Chief, in advance, shall be granted for courses directly related to police science as follows:

30 Credits	\$ 500.00
60 Credits	\$ 550.00
90 Credits	\$ 600.00
120 Credits	\$ 675.00

Section 2.

Tuition Reimbursement.

An officer shall be reimbursed for the cost of tuition at an accredited college or university, subject to the following:

- (a) The officer must obtain approval for attendance in advance from the Chief.
- (b) If approval is granted in time for including the estimated cost in the Department's budget, the officer shall be reimbursed provided the other conditions of this section are met. Otherwise, reimbursement shall be subject to the availability of funds in the Department's training budget.
- (c) Reimbursement shall be granted only for police related courses or programs.
- (d) The officer must present proof of successful completion of the course with a passing grade of C or better. This proof, together with a receipt for the tuition, shall be presented to the Chief of Police.

ARTICLE 19 **PHYSICAL CONDITIONING**

Section 1.

The Town shall provide for each employee a complete physical examination (including a heart stress test) not less often than once in each twenty-four (24) month period. It shall be the Town's obligation and sole expense to provide an examining physician familiar with the conditioning program and qualified to give the required examination. In cases where the physician, for established medical reasons, considers it warranted, a re-examination may be scheduled within six (6) months from the original examination. The officer will be examined by his/her personal physician. The cost of the examination shall be charged to the employee's medical insurance with the Town paying any balance that insurance does not cover.

Section 2.

The Town, at its expense, will pay for basic membership at the local YMCA for all officers who regularly attend and enroll in a fitness program. Officers who wish to use the YMCA facilities

must sign-up prior to the beginning of the fiscal year. A sign-up sheet will be posted for thirty (30) days. Regular attendance shall require that officers must visit and use the YMCA facilities at least two (2) times a week for thirty-nine (39) weeks during the course of the fiscal year. The thirty-nine weeks need not be consecutive. Each such visit must be for a minimum of thirty (30) minutes. A logbook for Winchester police officers only shall be kept at the desk at the YMCA. Each officer shall sign in and out (dates, times) for each visit. The logbook shall be available for inspection/copying to the President of the Union and the Chief or Deputy Chief or Captain of the Department.

If an officer fails to meet this attendance threshold, the officer must reimburse the Town a pro-rata share for not attending. The pro-rata share that the Town must be reimbursed is determined by dividing the annual membership fee by 39 weeks and multiplying the weekly fee by the number of weeks under the threshold. However, an officer shall have no obligation to reimburse the Town if the officer fails to meet the threshold due to an injury (on or off the job) or long-term illness which exceeds two weeks.

The Town and the Union may substitute a different facility for the YMCA by mutual agreement.

Section 3.

It is recognized that as to employees hired after July 1, 1989, the Town may impose reasonable standards of physical, mental and psychological performance and thus exert an understandable measure of control as to the capabilities of its recruits. In the case of an established force, the Town has accepted some limitations and some obligations and has agreed that it will not take disciplinary action against officers who fail to meet the physical standards of the program. It does, however, require the officers to cooperate and participate in a supervised program designed to help them get back into shape or, if in shape, to maintain current conditions. Furthermore, the Town reserves the right to take disciplinary action with respect to any officer who does not meet the reasonable standards of physical, mental, and psychological performance.

ARTICLE 20 **TRAINING**

Section 1.

The Town shall post, in a binder located in the Sergeant's office on the desk, and shall provide internet access, so officers can review any schools of training, including the FBI Academy.

Section 2.

Any officer interested in attending schools mentioned in Section 1 above may sign said notice. Such interested officers shall make a copy of the course announcement and attach a letter requesting enrollment and also a short statement as to why the officer wishes to attend such course. After making a copy of the course announcement the officer shall return the original course announcement to the binder.

Section 3.

The Chief of Police or designee shall make a selection from the list of names on the notice.

ARTICLE 21 **DRUG AND ALCOHOL TESTING**

All employees shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with this Article.

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed in the following instances:

1. upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs, or is reporting for duty under the influence of drugs or alcohol;
2. with respect to drugs, on a random basis.

TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief of Police or his/her designee. The Chief shall decide whether to direct the member to testing. Prior to so deciding, the Chief or his/designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing within twenty-four (24) hours, but the testing shall not be delayed pending issuance of such written directive.

Prior to implementation of any testing based on reasonable suspicion, the Town shall provide training for Sergeants, Lieutenants, Captains and Chiefs on the appropriate basis for methods for determining reasonable suspicion of drug and/or alcohol use.

RANDOM TESTING

The Chief of Police or his/her designee (which may be an outside testing agency) shall be responsible for administration of a random selection system. There will be a maximum of five (5) drawings per year and not more than five (5) employees shall be selected in each random drawing. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty.

Members selected for testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.

A request for use of any leave shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test pursuant to the provisions of this Article will result in the employee's immediate suspension without pay (for the maximum number of days permitted by current contract and regulations) and subsequent action for dismissal from the Department.

TESTING PROCEDURES

1. The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
2. If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an officer of higher rank who is trained in use of the breathalyzer, designated by the Police Chief or Deputy Chief. If the initial breathalyzer tests positive for the presence of alcohol, a confirming test shall be by one of the following methods, at the option of the Chief or his designee:
 - a) a second breathalyzer test; or
 - b) a blood or urine test, whichever the employee elects.

3. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
4. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
5. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen. Such information will not be used as the basis for criminal charges against the employee.
6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
7. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 11 below.
8. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
9. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only a confirmed test will result in a positive report.
10. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
11. Any member whose drug or alcohol test results in a positive report may, within five (5) days of receiving notification of such result, request in writing to the Director of Personnel that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The second specimen taken from the employee under paragraph 7 above shall be used for the retesting. This specimen shall be delivered to a licensed or

certified laboratory designated by the employee in such manner as to assure the chain of custody. The employee shall pay for the second testing; provided, however, that should such test result in a negative report, the employee shall be reimbursed by the Department.

RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.).

The consequences of a positive test shall be as follows:

1. For use of an illegal drug - discharge.
2. For abuse of a legally prescribed drug - one opportunity for rehabilitation, as provided below, then discharge.
3. For alcohol (at the level of .05 or above) - one opportunity for rehabilitation as provided below, then discharge.

OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and either:

- (a) voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time.

Any member who voluntarily admits to the Chief of Police his/her use of or dependence upon legal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member is found to have abused legally prescribed drugs or tests positive for alcohol in the course of random testing; he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regular hourly rate of pay for time spent in testing. An employee shall normally be tested during his/her regular shift or at a time contiguous to that shift.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension with pay or, at the Chief's discretion, reassignment, and subsequent disciplinary action which may include dismissal from the Department. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.
3. All files concerning drug testing shall be deemed medical files, maintained as confidential by the Town. The only information concerning testing which shall be disclosable is the positive test result(s) used as the basis for disciplinary action.
4. The Town shall make every effort to have the testing service perform testing for Police Department employees on site.

ARTICLE 22 LIGHT DUTY

Section 1.

Whenever an employee suffers an injury for which workers' compensation is claimed, the Town shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. The current job description for the position held by the employee,

and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician and the Town's workers' compensation carrier. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any medical restrictions on the employee, so that the Town can analyze whether alternative work assignments are available. The Chief of Police or his designee and the Town Manager will review alternative work assignments that may be available for the employee within the Police Department. Such alternative work assignments may not necessarily require an employee to be dressed in uniform and, during such alternative work assignments; an employee will have limited access to the public.

Section 2.

If there is a suitable temporary assignment available, the employee will be asked to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

Section 3.

A temporary work assignment may not be available for the entire period of an employee's temporary disability. If the temporary assignment ends, the employee will be notified and will no longer be required to report to that assignment.

Section 4.

Assignments under this Section shall be distributed on a first-come, first-served basis.

Section 5.

This shall not in any way affect the rights and obligations of either the Town or the employee under the Workers' Compensation Act.

Section 6.

Employees who suffer from non-work related injuries may request a temporary light duty assignment as set forth in Section 1 provided that all employees with work-related injuries have first been offered an alternative work assignment if work is available that conforms with any medical restrictions. It is understood that the Chief of Police may remove an employee with a non-work related injury assigned to light duty in order to assign the alternative work assignment to an employee with a work-related injury or illness.

ARTICLE 23
DURATION

Section 1.

The Town and Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing. Only employees on the payroll as of the effective date of an increase to wages or benefits will be eligible for such increase. This Agreement shall remain in effect through June 30, 2022 and shall continue in effect thereafter unless modified as a result of either party giving written notice not less than one hundred and fifty (150) days or more than one hundred and eighty (180) days before expiration of the Agreement of their intentions to amend the Agreement.


Section 2.

This Agreement is the entire agreement between the parties. Upon taking effect, this Agreement cancels, terminates and supersedes any and all other understandings and Agreements which the parties may have previously entered into, orally or in writing.


This Agreement executed this 14th day of May 2021.

**UNITED PUBLIC SERVICE EMPLOYEES
UNION COPS UNIT #330**

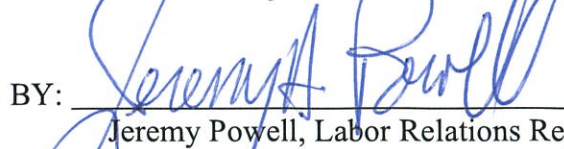
TOWN OF WINCHESTER

BY: 
Mike Roy, Local Union President

BY: 
Joshua Steele Kelly, Town Manager

BY: 
Dan Pietrefesa, Negotiating Committee

BY: 
Kevin E. Boyle, UPSEU President

BY: 
Jeremy Powell, Labor Relations Representative

APPENDIX A

Your summary of benefits



Anthem Blue Cross and Blue Shield, Winchester Town -Non-union, Police, Dispatch, Secretaries, PW,
Supervisors,
HDHP Plan # 21, 22, 23

Your Plan: Anthem Century Preferred PPO GHSA \$2000/\$4000

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,000 person / \$4,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$4,000 person / \$8,000 family	
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> (www.livehealthonline.com) Acupuncture <i>Covered</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Urgent Care Emergency Room Facility Services Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Addl coverage available subject to OON plan deductible and coinsurance Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Addl coverage available subject to OON plan deductible and coinsurance. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation Office Outpatient hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 100 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	0% coinsurance after deductible is met (retail and home delivery).	20% coinsurance after deductible (retail and home delivery).
Tier 2 – Typically Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	0% coinsurance after deductible is met (retail and home delivery).	20% coinsurance after deductible (retail and home delivery).
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	0% coinsurance after deductible is met (retail and home delivery).	20% coinsurance after deductible (retail and home delivery).

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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(TTY/TDD: 711)

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APPENDIX B

Your summary of benefits

Anthem® BlueCross and Blue Shield Winchester Town –Non-Union, Police, Dispatch, Secretaries, PW- PPO Plan 3

Your Plan: Anthem Century Preferred PPO \$20

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$0 person / \$0 family	\$250 person / 500 2 person/\$750 family
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$6,350 person /\$12,700 2 person \$12,700 family	\$1,750 person /\$3,500 2 person/\$5,250 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after medical deductible is met
Doctor Home and Office Services Primary Care Visit to treat an injury or illness <i>All services performed in the office are included in the office copay.</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Specialist Care Visit <i>All services performed in the office are included in the office copay.</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Routine Prenatal Care	No charge	20% coinsurance after medical deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Postnatal Care	No charge	20% coinsurance after medical deductible is met
Other Practitioner Visits:		
Retail Health Clinic	\$20 copay per visit	20% coinsurance after medical deductible is met
On-line Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Chiropractic <i>Coverage is unlimited visits per benefit period combined In-Network and Non-Network.</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Acupuncture <i>Covered</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Other Services in an Office:		
Allergy Testing	\$20 copay per visit	20% coinsurance after medical deductible is met
Chemo/Radiation Therapy	No charge	20% coinsurance after medical deductible is met
Dialysis/Hemodialysis	No charge	20% coinsurance after medical deductible is met
Prescription Drugs <i>For the drugs itself dispensed in the office through infusion/injection.</i>	No charge	20% coinsurance after medical deductible is met
Diagnostic Services		
Lab:		

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Office <i>All services performed in the office are included in the office copay.</i>	No charge	20% coinsurance after medical deductible is met
Freestanding/Site-of-Service Lab	No charge	20% coinsurance after medical deductible is met
Outpatient Hospital	No charge	20% coinsurance after medical deductible is met
X-Ray:		
Office <i>All services performed in the office are included in the office copay.</i>	No charge	20% coinsurance after medical deductible is met
Freestanding/Site-of-Service Radiology Center <i>Breast ultrasound covered</i>	No charge	20% coinsurance after medical deductible is met
Outpatient Hospital	No charge	20% coinsurance after medical deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans. \$0 copayment maximum per member per benefit period.</i>		
Office <i>All services performed in the office are included in the office copay.</i>	No charge	20% coinsurance after medical deductible is met
Freestanding/Site-of-Service Radiology Center	No charge	20% coinsurance after medical deductible is met
Outpatient Hospital	No charge	20% coinsurance after medical deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Urgent Care	\$25 copay per visit	Covered as In-Network
Emergency Room Facility Services Emergency Room Doctor and Other Services	\$100 copay per visit No charge	Covered as In-Network Covered as In-Network
Ambulance Transportation	No charge	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse Doctor Office Visit and Online Visit Facility visit: Facility Fees Doctor Services	\$20 copay per visit No charge No charge	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met
Outpatient Surgery Facility Fees: Hospital Freestanding Surgical Center	\$0 copay per visit \$0 copay per visit	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services:		
Hospital	No charge	20% coinsurance after medical deductible is met
Freestanding Surgical Center	No charge	20% coinsurance after medical deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):		
Facility fees (for example, room & board)	\$100 Copay per visit	20% coinsurance after medical deductible is met
Doctor and other services	No charge	20% coinsurance after medical deductible is met
Recovery & Rehabilitation		
Home Health Care <i>Coverage is unlimited visits per benefit period. Limit is combined In-Network and Non-Network includes Home Health Aid</i>	No charge	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy):		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is unlimited visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	\$20 copay per visit	20% coinsurance after medical deductible is met
Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is unlimited visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	\$20 copay per visit	20% coinsurance after medical deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation Office <i>Coverage is limited to 36 visit(s) per episode. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i> Outpatient Hospital <i>Coverage is limited to 36 visit(s) per episode. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i>	\$20 copay per visit \$20 copay per visit	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met
Skilled Nursing Care (in a facility) <i>Coverage is limited to 90 days per benefit period. Limit is combined In-Network and Non-Network.</i>	No charge	20% coinsurance after medical deductible is met
Hospice	No charge	20% coinsurance after medical deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	20% coinsurance after medical deductible is met	20% coinsurance after medical deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 20% coinsurance after deductible.</i>	No charge	20% coinsurance after medical deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day Retail Pharmacy Network available. A 100 day supply is available at most retail pharmacies.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	\$5 copay per Prescription (retail only). \$10 copay per Prescription (home delivery only).	20% coinsurance (retail and home delivery)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	\$20 copay per prescription (retail only). \$20 copay per prescription (home delivery only).	20% coinsurance (retail and home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	\$35 copay per prescription (retail only). \$70 copay per prescription (home delivery only).	20% coinsurance (retail and home delivery)

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على .

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով :

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le .

Haitian Creole (Kreyòl Ayisyen): Si ou gen nennpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprete, rele .

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero .

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、
にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 문의하십시오.

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idííkidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee nií hodoonih t'áadoo bǫ́áh ílínígóó. Ata' halne'ígíí la' bich'i' hadeesdzih nínízingo koǫ́' hodíílnih.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: .

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. .

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al .

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang .

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi .

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APPENDIX C

MEMORANDA OF AGREEMENT

RE: Article 7, Wages

Article 7 does not contain specific reference to the ranks of Lieutenant and Captain. These ranks are not presently filled. Should the Town decide to fill them during the term of this Agreement, the salary shall be calculated by taking the last rate in effect under the 2008-2013 collective bargaining agreement and increasing that amount by the applicable general wage increase(s) of the prior (2004-20084) contract and the applicable general wage increase(s) of Article 7. It is understood that Article 6, Section 1 excludes Captains hired or promoted after July 1, 1989. It is further understood that Article 8, Section 3 excludes Captains.

RE: Article 17, Section 12
Selection of Shift Supervisor

The Town and the Union hereby agree to the following process for selecting a patrol officer to serve as Shift Supervisor on a special assignment basis in the absence of a Sergeant.

1. Not less than 60 days prior to the shift change, the Chief shall post a sign-up sheet for patrol officers who are interested in being considered for the special assignment of Officer in Charge/Shift Supervisor for the duration of the next bid shift cycle.
2. Employees shall be given a period of 14 days to indicate their interest on the posting. If an employee is on vacation or otherwise unavailable due to exigent circumstances for the majority the 14-day period that the opportunity is posted, the officer shall be automatically considered for the special assignment as if he or she had signed up expressing his or her interest.
3. The Chief and/or his designee will then review the qualifications of the interested patrol officers based on the following criteria:
 - (a) the feedback and comments received from the patrol officer's previous supervisor or Sergeant regarding the patrol officer's performance and skills;
 - (b) the feedback and comments received from the Deputy Chief regarding the patrol officer's performance and skills;
 - (c) the Chiefs observations regarding the overall job performance and skills of the patrol officer;
 - (d) a review of the disciplinary action, if any, received by the patrol officer during the prior 12 month period.
4. Based on his consideration of the above-referenced criteria and in his sole discretion, the Chief and/or his designee will select the individual(s) that he feels best suited for the special assignment. In the event that the Chief determines that two or more patrol officers are equally suited for the special assignment, seniority will serve as the tie-breaker with the most-senior patrol officer being assigned the Officer-in-Charge/Shift Supervisor special assignment detail.

5. It is understood that the Chiefs selection of a patrol officer(s) to serve as Officer-in-Charge/Shift Supervisor shall not be subject to the grievance and arbitration procedure of this Agreement. However, the parties may submit reasonable disputes regarding the selection of shift supervisors to mediation by the State Board of Mediation and Arbitration.
6. This process will be mutually revisited and reevaluated in or about [INSERT MUTUALLY AGREEABLE DATE] to discuss any needed modifications to this process at that time and thereafter as needed to meet the needs of the Police Department organization.
7. When there is no regularly scheduled Sergeant or Officer in Charge/Shift Supervisor available for a particular shift, assignments will be made from the existing overtime list by rotation from among those qualified (i.e. Sergeants and Officers in Charge/Shift Supervisors). In the event that no qualified employee accepts such assignment voluntarily, the least senior qualified employee (i.e. Officer in Charge/Shift Supervisor) shall be ordered in to work the shift assignment.
8. Agree to have Town implement Corporal position and to negotiate the impact wages, etc. once the Town provides the union with the details of this proposal. Agree to have town implement corporal position and to negotiate the impact wages, etc. once the Town provides the union with the details of this proposal. Upon the completion and implementation of the negotiated impact wages, etc. for the corporal position the union agrees to remove the "on the trial basis" from the OIC memoranda of agreement.

APPENDIX D

**OFFICER IN CHARGE/SHIFT
SUPERVISOR FEEDBACK FORM**

Officer's Name:

Date of Hire:

Period of Supervision,

Based on your knowledge as a supervisor and your observation of the performance and skills of the above-referenced officer, do you feel as though he or she is qualified to perform as an Officer in Charge/Shift Supervisor?

Yes

No

If no, please explain your concerns in the space provided below. In your answer, please consider and address legitimate factors including but not limited to attitude, leadership qualities or lack thereof, judgment, decision making capabilities, knowledge of the job, etc.
