

Town of Plymouth

And

United Public Service Employees Union/COPS

Plymouth Police Union

July 1, 2015 - June 30, 2019

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PREAMBLE

This Agreement is entered into between the Town of Plymouth, hereinafter referred to as the "Town" and the United Public Service Employees Union/COPS, Plymouth Police Union, hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION

Section 1. The Town hereby recognizes the Union as the exclusive bargaining agent, for the sole purpose of collective bargaining in respect to wages, hours, and conditions of employment, for all full-time members of the Police Department with the authority to exercise police powers, excluding the Chief of Police, Assistant Chief of Police and Captain.

Section 2. All employees covered by this Agreement and those who are not members of the Union, upon the effective date of this Agreement shall join the Union as a dues paying member or pay an agency fee.

ARTICLE II  
DUES DEDUCTIONS

Section 1. The Town agrees to deduct Union membership fees and assessments once each week from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted at the end of each month. An itemized statement shall be given to the Treasurer of the Union quarterly, within ten (10) days of the close of said quarter, after such deductions are made.

Section 2. These deductions will be made on each payday as specified by the Town and agreed to by the Union.

Section 3. In the event an employee receives no pay on the payday on which Union dues are deducted, no deductions shall be made for that week and the employee shall pay the dues directly to the Treasurer of the Union.

Section 4. When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article, or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of the member's dues.

Section 5. The Union agrees to indemnify and hold the Town harmless from any and all claims, demands, judgments or other liability arising from the implementation of this Article.



ARTICLE III  
UNION SECURITY

Section 1. As a condition of employment, all full-time employees, eligible part-time employees and probationary employees upon completion of thirty (30) days of employment, shall either become and remain members in good standing of the Union or pay a service fee to cover the Union's costs of collective bargaining, contract administration and grievance adjustment.

Section 2. The Union agrees to indemnify and hold the Town harmless from any claims, demands, suits or other liability arising out of the administration and enforcement of this Article.

ARTICLE IV  
MANAGEMENT RIGHTS

Section 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following and subject to the Union's right to negotiate over any secondary effect pursuant to State Labor Law that results from any implemented change:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of the Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c) To select and to determine the number and types of employees required to perform the Town's operations.
- d) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate for cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

Section 2. The parties agree that nothing in this Agreement shall be construed as abridging any condition of employment that members of the bargaining unit have enjoyed heretofore, unless such condition of employment has been superseded by a provision of this Agreement. Condition of employment shall be defined as:

- a) A consistent and ascertainable course of conduct;
- b) Engaged in for a sufficient length of time;
- c) Of which both parties to this Agreement have been aware;
- d) Which does not vary the express, written terms of the Agreement;
- e) Which is in respect to a given set of specific circumstances and conditions;
- f) Which has been applied consistently to all similarly situated members of a classification or department.

## ARTICLE V HOURS OF WORK

Section 1. Regular hours of work shall be four (4) working days of eight (8) consecutive hours each, followed by two (2) consecutive days off.

An employee who voluntarily elects to work the schedule of another officer or exercises seniority rights to a shift or schedule must work the posted schedule even if that will result in noncompliance with this provision.

Section 2. Work period schedule to be posted one (1) week before each shift change, subject to changes arising from emergency conditions only, or by mutual agreement between the Town and the Union.

If the day on which the schedule is normally posted is a holiday, then the schedule shall be posted on the next day, rather than a full week in advance.

Section 3. All regular Sergeant's shift assignments shall be made in the order of the Sergeants' rank seniority. All regular Patrol Officer's shift assignments shall be made in the order of their Department seniority. Shift assignments are on a permanent basis; provided however that the Town reserves the right to make temporary shift changes for periods of less than thirty (30) days, based on rank seniority. In addition, temporary shift changes may be made without regard to seniority in order to provide for attendance at training as part of the officer's regular hours or to meet Department needs which require special expertise. If coverage is needed for officers who are attending training necessary coverage will be provided by assignment of another officer at the appropriate rate of pay. Further, if an officer attends training that lasts more than six (6) hours into his/her regular shift, the officer shall not be required to return to work for the remainder of the shift.

When an employee elects a new shift, he/she is precluded from requesting a new shift for thirty (30) calendar days unless a new full time vacancy or appointment is created; or, if all officers who are directly affected by the shift change mutually agree to revert back to the shifts previously worked.



Section 4. Employees shall not work in excess of forty-eight (48) hours per week except in cases of an emergency as determined by the Chief of Police or his designee. This forty-eight (48) hour limit shall not require the removal of an employee from a scheduled assignment and shall not prevent the Town from making an assignment which requires special expertise. Also, this forty-eight (48) hour limit shall not operate so as to prevent the Town from sending employees for training or allowing for equalization of overtime as provided for in Article VII, Section 5, or to prevent the violation of any other contract provision. This section however, shall not apply to employees working extra duty assignments as provided for in Article VIII of this Agreement.

Section 5. All shifts, at all times, shall be manned by at least three (3) officers.

Section 6. All full-time vacancies that occur within the Department shall be filled by the Town within thirty (30) days from the date in which such vacancy occurs from the appropriate eligibility list. If no eligibility list exists at time of the vacancy, the Town shall within ninety (90) days create an eligibility list and fill such vacancy.

If a new permanent rank within the bargaining unit is created, the Town shall negotiate the rate of pay for said rank with the Union.

Section 7. For purposes of calculating hours worked, the work week shall commence at 11:00 p.m. on Sunday.

Section 8. The Chief, Assistant Chief or Captain shall review and initial the schedule prior to posting.

#### ARTICLE VI SENIORITY

Section 1. The seniority rights of all members of the Plymouth Police Department shall be based upon length of continuous service in the Department and shall be determined from the day such member or members are officially appointed as a full-time member to the Department. The requirement that service be continuous shall apply on or after July 1, 1985.

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

Section 3. Seniority shall not be broken by vacation, sick time, service related injury time, suspension, or any authorized leave of absence or any call to military service for the duration.

Section 4. Employees who may resign voluntarily, or refuse recall to work from layoff, or who may be discharged for just cause, shall lose all seniority.

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

Section 6. In the event of reduction in the force, layoff shall be in inverse order of seniority and any recall to work shall be by seniority. Seniority is as defined in Section 1.

In the event of layoff, the employer may modify work schedules to cover shifts. If a change of shift is necessary, the least senior employee(s) shift(s) shall be changed. In order to accomplish the coverage needed, Article V, Section 1 provisions shall be waived.

No newly appointed employee shall attain seniority under this Agreement until he/she has been continuously employed in the Department for a period of one (1) year. During such period the employee shall be on probation and may be discharged by the Town for any lawful reason without recourse to the grievance and arbitration procedure set forth in Article XVII. Prior to dismissal, a probationary employee shall be given notice of the reasons and an opportunity to respond. Upon completion of the probationary period, the employee's seniority shall date back to the time of his/her original appointment as a patrolman.

## ARTICLE VII OVERTIME

Section 1. All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof actually worked in excess of eight (8) hours per day, or forty (40) hours of work per calendar week. For the purpose of this Section, one (1) holiday or one (1) vacation day or one (1) bonus day or one (1) personal day, or one (1) sick day (a maximum of one day not worked in total) per week shall be considered hours worked.

Section 2. No officer shall receive any overtime, unless the same shall first be approved by the shift supervisor.

Section 3. When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with said employee's regular duty hours he/she shall be paid no less than four (4) hours at the rate of time and one-half.

The four-hour minimum shall not apply to the following:

- a) Telephone calls or brief visits to the officer's home for official business; however, if a telephone call is deemed approved overtime, actual time spent on the call shall be paid, with a minimum of fifteen (15) minutes.

When an employee is subpoenaed to an administrative or court hearing to testify on a matter within the scope of his/her duties as a police officer, the following shall apply:

- a) The employee shall forthwith provide a copy of the subpoena to the Chief.



- b) On the day prior to the hearing and the day of the hearing, the employee will call the court or hearing tribunal office first to be sure that attendance is still required on that day/time.
- c) An employee who is not on duty or is called back to duty to attend the hearing shall receive a minimum of four (4) hours pay at time and one-half (1½) and time and one-half (1½) for time exceeding four (4) hours.
- d) The employee shall report the actual time spent at the hearing on the time records for the day.

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

Section 5. Neither Section 1 nor Section 3 shall apply to time worked at a departmental meeting or at an in-service training school. In such cases, time worked will be paid at the officer's regular hourly rate up through forty (40) hours of actual work and time and one-half shall be paid for actual hours worked in excess of forty (40) hours.

The Union, as well as management, shall collaborate to institute a set of procedures commonly referred to as a Card system in order to fairly and equitably distribute overtime and extra-duty assignments and shifts among the bargaining unit members. All assignments for such overtime and extra duty work shall be on a fair and equitable rotation basis, volunteers for which shall be selected by seniority, and shall be offered to bargaining unit members of the Plymouth Police Department (including Patrol Officers and Sergeants).

Two separate rotational lists shall be maintained, one for extra-duty and one for overtime; employees shall be listed in order of departmental seniority. When an overtime or extra-duty assignment becomes available, the designated member shall begin calling bargaining unit members on the applicable list in order of seniority. If a member doesn't answer, refuses, isn't available, or is already working or scheduled to work during the time period covered by the assignment, he shall be skipped and the next member shall be called until the assignment is accepted by a member.

When the next assignment is going to be offered, the member immediately following the accepting member is then called first for the next assignment.

## ARTICLE VIII EXTRA DUTY

Section 1. The term "extra duty" for the purpose of this Article shall mean police duty for which an officer is assigned to perform for any party or organization other than the Town. Such duty shall be paid at the rate specified in Section 2 and shall be paid to the employee through his regular Town payroll check not later than the week after payment is

applied for by the employee. The Town shall assume the responsibility of collecting payment from the private party or organization.

Section 2. Effective upon implementation of this Agreement, the extra duty rate of pay shall be time and a half (1½) at the Sergeant's pay rate. For all extra duty assignments that will involve the sale or distribution of alcohol, the extra-duty rate will include an additional ten dollars (\$10.00) per hour (maximum).

The Town may, at its discretion, add on to these rates an administrative fee.

Section 3. Officers assigned for extra police duty shall be paid in a minimum of four (4) hours block(s) for each assignment, or actual hours worked times the above hourly rate, whichever is higher. This Section can be waived by Officer(s) assigned.

Section 4. Time and one half (1½) extra duty pay shall be paid for work in excess of eight (8) hours per day, and such excess time shall be a minimum of four (4) hour blocks.

Section 5. The Union, as well as management, shall collaborate to institute a set of procedures commonly referred to as a Card system in order to fairly and equitably distribute overtime and extra-duty assignments and shifts among the bargaining unit members. All assignments for such overtime and extra duty work shall be on a fair and equitable rotation basis, volunteers for which shall be selected by seniority, and shall be first offered to bargaining unit members of the Plymouth Police Department (including Patrol Officers, Sergeants, Detectives and Detective Sergeants).

Section 6. Two separate rotational lists shall be maintained, one for extra-duty and one for overtime; employees shall be listed in order of departmental seniority. When an overtime or extra-duty assignment becomes available, the designated member shall begin calling bargaining unit members on the applicable list in order of seniority. If a member doesn't answer, refuses, isn't available, or is already working or scheduled to work during the time period covered by the assignment, he shall be skipped and the next member shall be called until the assignment is accepted by a member.

When the next assignment is going to be offered, the member immediately following the accepting member is then called first for the next assignment.

Section 7. If an officer assigned to extra duty wishes to work only a portion of the hours available, the remaining hours will be offered on a rotation basis. Only the officer actually working the remaining hours shall be charged, and in no event shall an officer be charged as not available for refusing such hours.

Section 8. Time and one-half (1½) extra duty pay shall be paid for work in excess of eight (8) hours per day, and such excess time shall be a minimum of four (4) hour blocks.

Double time shall be paid for extra duty work on the following holidays.



New Year's Eve	Labor Day
New Year's Day	Columbus Day
Dr. Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

For the purposes of this Article, the holiday shall be on the day on which it is observed by the Town, except as follows:

New Year's Day	January 1
Independence Day	July 4
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 9. When an officer is assigned to an extra duty assignment and the customer fails to notify the police department one (1) hour prior to the starting time of such extra duty assignment that the customer wants to cancel such assignment, the officer(s) assigned to work such extra duty assignment shall receive four (4) hours pay at the extra duty rate which shall be paid for by the customer. Beginning July 1, 2016, when a customer cancels an extra duty assignment with less than four (4) hours notice to the Police Department, the officer(s) assigned to work such extra duty assignment shall receive four (4) hours pay at the extra duty rate.

Section 10. A minimum of two (2) officers shall be assigned to all construction jobs on a state highway or on a town road where deemed necessary by the Chief or shift supervisor for officers' and/or the public's safety.

Section 11. All high school boys' basketball games shall, if requested by the school, have a minimum of two (2) regular officers or a greater number to be determined by the Chief of Police.

Section 12. The Chief, Assistant Chief or Captain shall not work extra duty assignments unless no other full-time officers are available.

Section 13. A police cruiser will be provided for road construction jobs if the shift supervisor determines that the assignment poses unreasonable risk to the officer and further provided that a cruiser is available. The Town may charge a user fee for the vehicle, payable to the Town by the organization requesting the officer(s).

Section 14. Regular work assignment for the Town shall take precedence over extra duty assignments. Employees shall be permitted to change his or her scheduled hours of work for the Town in order to accept an extra duty assignment prior to the beginning of



the extra duty assignment with written permission from the Chief of Police which shall not be unreasonably denied. However, in no event shall an employee be permitted to work extra duty while on paid sick leave from the Town.

Section 15. If an employee fails to work an extra duty assignment and fails to provide the Town with at least twenty-four (24) hours advance notice of his/her inability to work the assignment, the employee shall forfeit his/her next opportunity for extra duty on the rotation list. The Town may, in its discretion, waive this requirement in appropriate circumstances.

## ARTICLE IX SICK LEAVE

### Section 1.

- a) All employees hired on or before November 1, 2011 covered by this agreement shall be credited with one and one-half (1½) days per month sick leave with a maximum accumulation of one hundred and eighty (180) working days. The amount of each employee's accumulated sick leave credited to him/her on the day prior to the effective date of this contract shall be credited toward his/her accumulated sick leave under this contract.
- b) All employees hired after November 1, 2011 covered by this agreement shall be credited with one and one-quarter (1¼) days per month sick leave with a maximum accumulation of ninety (90) working days.

All employees shall receive three (3) personal working days off, to be taken at the employee's option, work load permitting, however, such personal days shall not be taken consecutively.

An employee hired prior to July 1, 2016 shall upon separation be paid for his/her accrued sick leave. The employee shall have the option of taking payment of the accumulated days through weekly installment payments or in one lump sum. Such payment shall be made at the employee's wage rate at the time each unit of sick leave was earned, beginning payments with the earliest earned units. In the event of the employee's death, payment of the accumulated days will be paid in one lump sum to the employee's spouse, or if none, to the employee's estate. The maximum sick leave payable under this Article shall be:

- a) For employees hired on or before November 1, 2011, a maximum accumulation of one hundred twenty (120) days.
- b) For employees hired after November 1, 2011, a maximum accumulation of ninety (90) days.

Employees hired on or after July 1, 2016 shall be eligible to be paid for their accrued sick leave at the time of separation, only if they separate from employment with the Town having met the conditions for normal retirement under the Pension Plan, or in the event of their death.

Each employee during any three (3) month period, who does not use any sick leave shall also receive an extra personal leave day which may be taken at any time during the next three (3) month period. These "bonus" personal days are not to be affected by personal days taken and are not credited against the employee's accrued sick leave.

Section 2.

- a) Paid sick leave as credited in Section 1 above shall be allowed in the case of any illness or injury to an employee covered by this Agreement unless sustained in the line of duty in which case the employee shall be entitled to injury leave as provided in Section 3. Illness or injury sustained while engaged in Extra Duty as defined in Article VIII shall be covered by the provisions of Section 3.
- b) In the event of serious illness of an employee's spouse or children which requires the employee's personal attendance, he/she may have such absence, not to exceed three (3) consecutive days, charged against his/her credited sick leave.

Section 3. An employee who suffers an illness or injury for which he/she claims workers' compensation shall have absences charged to sick leave until such time as his/her claim is accepted by the Town's workers' compensation carrier/administrator. Upon acceptance of the claim, the employee's sick leave shall be restored for those days for which the carrier makes payment for temporary disability. In addition, the Town shall provide the employee with a statement for use in preparing his/her federal income tax which indicates the dollar amount of the payments received by the employee pursuant to the Worker's Compensation Act.

From the date on which the compensation carrier commences payment, the employee shall not be charged sick leave. For those employees hired prior to November 1, 2011, the Town shall make up the difference in the amount of temporary total disability payments received and the normal amount of the employee's straight weekly pay, excluding overtime, extra duty or other special assignments. Employees hired after November 1, 2011 will be entitled to workers' compensation as prescribed by law, however they will not be entitled to receive salary continuation payment (supplement in wages) from the Town.

The maximum amount of time for which the Town shall supplement an employee's workers' compensation payments is twelve (12) months for an illness or injury. The Town's supplement shall cease when the employee reaches maximum medical improvement or until the twelve-month maximum is reached, whichever comes first. Upon release by his/her physician, an employee shall be eligible for a light-duty assignment for a maximum of ninety (90) days. The Town, at its discretion at any time, reserves the right to a second opinion regarding an employee's eligibility for light-duty and the specific assignment.

"Normal full pay" is defined as follows:



- a) For officers employed prior to January 1, 1986 and covered by Article V, Section 1, "normal full pay" is forty (40) hours pay at the officer's straight time hourly rate and eight (8) hours at time and one-half, provided that the officer was scheduled to work and paid for forty-eight (48) hours in 80 percent of the twenty-six (26) weeks prior to the date of injury.
- b) For all others, "normal full pay" is forty (40) hours pay at the officer's straight time hourly rate.

Section 4. The Department shall maintain a record for each employee of all sick leave and personal leave accumulated and taken. Such record of each employee shall be posted for inspection by the Union on the fifteenth of the months of July, October, January and April of each fiscal year.

Section 5. No employee shall be eligible for extra duty or overtime in the sixteen (16) hour period following the end of the shift in which he/she has been on sick leave. The Town, in its discretion, may deviate from this requirement in appropriate circumstances.

Section 6. In the event of frequent or habitual use of sick leave, as determined by the Police Chief, an employee shall be required to provide the Police Chief with a medical certificate completed by the employee's physician. The medical certificate which shall be used for this purpose shall be prepared by the Town. "Frequent or habitual" use of sick leave shall be defined to include, but shall not be limited to, use of leave in excess of contractually-provided amounts, use of leave in a way which demonstrates a pattern of absence either before or after other scheduled time off, and any other use of leave that generates reasonable suspicion on the part of the Police Chief that the sick leave benefit is being used for inappropriate purposes. Such medical information will be treated as confidential and reviewed by Town officials only on a need-to-know basis.

## ARTICLE X HOLIDAYS

Section 1. The following shall be recognized holidays:

New Year's Eve Day	Columbus Day
New Year's Day	Veteran's Day
Dr. Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	
Labor Day	



Each officer shall have the option of receiving one (1) day's pay at his/her regular straight time rate for each such holiday whether worked or not, or may elect to take eight (8) hours compensatory time off at any time after the holiday listed above.

Choice of holiday time off shall be granted, but operating requirements of the Police Department shall prevail.

For purposes of this Article, the holiday shall be on the day on which it is observed by the Town, except as follows:

New Year's Day	January 1
Independence Day	July 4
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Any employee ordered to work on a holiday as set forth in Section 1 above shall receive double time for all hours worked on the holiday and shall in addition receive holiday pay.

## ARTICLE XI VACATIONS

### Section 1.

- a) Except as otherwise provided below, employees hired on or before November 1, 2011, shall be granted time off with pay for vacation according to the following schedule:

Two (2) weeks after one (1) year  
Three (3) weeks after five (5) years  
Four (4) weeks after ten (10) years

Employees hired on or before July 1, 2008, for each additional year of service after ten (10) years, shall accrue one additional day of vacation to a maximum of five (5) weeks.

- b) Employees hired on or after November 1, 2011 shall be granted time off with pay for vacation for a maximum of four (4) weeks according to the following schedule:

One (1) week after one (1) year  
Two (2) weeks after three (3) years  
Three (3) weeks after five (5) years  
Four (4) weeks after fifteen (15) years

Notwithstanding the above terms, effective July 1, 2016 all employees shall accrue vacation according to the following schedule:

Two (2) weeks after one (1) year of service  
 Three (3) weeks after five (5) years of service  
 Four (4) weeks after ten (10) years of service

Employees hired before July 1, 2016, for each additional year of service after ten (10) years, shall accrue one additional day of vacation up to a maximum of five (5) weeks at fifteen (15) years of service.

Employees hired on or after July 1, 2016 shall not accrue more than four (4) weeks of vacation per year.

Section 2. The vacation period shall be between July 1 and June 30 of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Vacation time must be taken, if at all, in the year assigned, and cannot be thereafter accumulated, excepting as provided in Section 4.

Section 3. An employee's vacation shall be determined on the anniversary date of his/her employment and department seniority shall prevail in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirements of the Police Department shall prevail. When choice of date has been granted it will not be interfered with except in cases of emergency. Any employee who fails to submit his/her choice of vacation by March 1<sup>st</sup> will forfeit vacation choice by seniority for that year.

Section 4. Prior to March 1<sup>st</sup> of each year, officers shall submit vacation requests for the fiscal year ending June 30th to the Chief of Police. All vacation requests are subject to the operating requirements of the Department and the Town. All vacation time submitted by March 1st of each fiscal year shall be granted on a first come, first serve basis seniority taking precedence. Any vacation requests received after March 1<sup>st</sup> shall be granted at the discretion of the Chief of Police.

In the event of a denial of vacation time due to an emergency declared by the Mayor in writing and a vacation had been approved and scheduled, the employee shall have the option to either carry over that scheduled vacation time into the next fiscal year or receive a lump sum payment for the vacation days that had been approved.

Section 5. Prorated accumulated vacation pay shall be given to employees upon retirement from Town service.

Section 6. In the event of an employee's death, his prorated accumulated vacation pay shall be paid to his/her surviving spouse. In the event his/her spouse does not survive him/her then such pay shall be paid to his/her children in equal shares. In the event such deceased employee is not survived by spouse or children, such pay shall be paid to his/her estate. Notwithstanding the provisions of this Section, an employee may designate in writing to the Town Comptroller the name or names of the persons he/she wishes to receive such accumulated vacation pay and, in the event of his/her death, such pay shall be paid to the person or persons so designated.

## ARTICLE XII UNIFORM ALLOWANCE

Section 1. All full-time officers shall receive an annual clothing allowance in the amount of \$850. The Town shall pay the uniform allowance in a separate check annually.

All officers shall be required to maintain a complete set of uniforms in good condition. The Town shall provide the Union with a list of what it considers to be a complete set of uniforms. A copy of the list is attached as Appendix A.

The Police Chief, or in the absence of a Chief, the highest-ranking officer shall hold labor/management meetings to discuss acceptable dress. The Chief will establish and post a written policy of acceptable foul/extreme weather and regular dress. Employees will purchase clothing with the Town provided allowance which is consistent with such policy.

Section 2. Effective with the 2004-2005 contract year, each full-time employee covered by this Agreement shall receive an annual cleaning allowance of five hundred dollars (\$500.00). This cleaning allowance will be paid quarterly.

Section 3. New employees of the Department shall be given a complete new issue of summer and winter uniforms their first year of employment and shall annually thereafter receive the uniform allowance as provided for in Section 1.

Section 4. In the event of unusual circumstances, the Police Chief shall have discretion to reimburse a police officer for the loss or damage to clothing or other personal property suffered in the performance of duty.

Section 5. Any uniform change made by the Town or its representative shall be paid for by the Town for the initial change.

Section 6. The Chief of Police, or his/her designated representative, shall provide the balance of each employee's clothing allowance, upon request.

Section 7. Employees shall be required to maintain their safety vests in good condition and shall be required to have such vests in their possession while at work. Employees must wear the safety vests when a supervisor determines that circumstances require that for safety concerns vests shall be worn. This provision regarding the wearing of vests shall apply as long as the officers' safety vests are operational. Upon expiration of the manufacturer's warranty applicable to the safety vests, the Town agrees that upon request, it will meet with the Union to discuss any concerns the Union may have.

## ARTICLE XIII FUNERAL LEAVE

Section 1. Funeral Leave with pay, of five (5) consecutive working days, shall be granted to an employee in the event of the death of his/her spouse, or child. Funeral Leave



with pay, of three (3) consecutive working days, shall be granted to an employee in the event of the death of his/her mother, father, domestic partner or sibling. Funeral Leave with pay, of one (1) working day, shall be granted to an employee in the event of the death of his/her grandparent, mother-in-law, father-in-law, for the purposes of preparing for or attending the funeral.

Section 2. The Town will permit officers to use available paid leave benefits to attend the funeral of a great grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee, or the grandparent of the employee's spouse.

#### ARTICLE XIV WAGES

Section 1. The wage rates for full-time members of the Department covered by this Agreement shall be as follows:

A general wage increase shall be provided as follows:

Effective upon signing of this Agreement by the parties, wages shall increase by two percent (2%); also effective upon signing of this Agreement there shall be a pay equity adjustment to wages of an additional two percent (2%) for Patrol Officers and Detectives and one and one-half percent (1.5%) for Detective Sergeants and Sergeants. There shall be retroactive application to July 1, 2015 with regard to the wage increase and the pay equity adjustment, but only with respect to regular hours worked (not overtime, extra duty, or other hours worked).

Effective July 1, 2016 wages shall increase by two and one-quarter percent (2.25%); also effective July 1, 2016 there shall be a pay equity adjustment to wages of an additional two percent (2%) for Patrol Officers and Detectives and one and one-half percent (1.5%) for Detective Sergeants and Sergeants.

Effective July 1, 2017 wages shall increase by two and one-half percent (2.5%); also effective July 1, 2017 there shall be a pay equity adjustment to wages of an additional two percent (2%) for Patrol Officers and Detectives and one and one-half percent (1.5%) for Detective Sergeants and Sergeants.

Effective July 1, 2018, wages shall increase by two and three-quarter percent (2.75%).

Sergeants shall receive an annual payment of Five Hundred (\$500) Dollars per year to be incorporated and made a part of the salary schedule/calculation.

Section 2. The wage rates for full-time members of the Department covered by this Agreement for the 2015-2016 contract year shall be as follows:

<b>Rank</b>	<b>Effective and Retroactive to 07/01/2015*</b>
Detective	\$69,192.55 (\$33.27)
Sergeant	\$73,233.59 (\$37.62)
Detective Sergeant	\$78,249.46 (\$37.62)
Starting Officer	\$44,726.34 (\$22.98)
Patrol Officer C	\$56,654.46 (\$29.10)
Patrol Officer B	\$59,788.50 (\$30.71)
Patrol Officer A	\$62,622.20 (\$32.17)

\* Retroactive pay increase shall be calculated based only on regular scheduled hours worked (not overtime, extra duty, or other hours worked)

Beginning July 1, 2016 and continuing thereafter, the wage step schedule for Patrol Officers shall increase from three (3) to five (5) steps as further set forth below. Effective July 1, 2016 any Patrol Officers not already being paid at the Step 5 rate shall be placed on the step that is closest to, but not less than, the rate he/she was earning as of June 30, 2016.

<b><u>Annual Salaries / Hourly Rates</u></b>			
<b>Rank</b>	<b>Effective 7/1/2016</b>	<b>Effective 7/1/2017</b>	<b>Effective 7/1/2018</b>
Academy/Field Training	\$46,627.21 (\$23.95)	\$48,725.43 (\$25.03)	\$50,065.38 (\$25.72)
Patrol Officer C - Step 1	\$59,062.27 (\$30.34)	\$61,720.07 (\$31.71)	\$63,417.38 (\$32.58)
Patrol Officer B-1 - Step 2 (Certified Hires)	\$60,617.62 (\$31.14)	\$63,345.41 (\$32.54)	\$65,087.41 (\$33.44)
Patrol Officer B-2 - Step 3	\$62,172.96 (\$31.94)	\$64,970.74 (\$33.38)	\$66,757.44 (\$34.29)
Patrol Officer B-3 - Step 4	\$63,728.31 (\$32.74)	\$66,596.08 (\$34.21)	\$68,427.47 (\$35.15)

<b><u>Annual Salaries / Hourly Rates</u></b>			
<b><u>Rank</u></b>	<b><u>Effective</u></b>	<b><u>Effective</u></b>	<b><u>Effective</u></b>
	<b><u>7/1/2016</u></b>	<b><u>7/1/2017</u></b>	<b><u>7/1/2018</u></b>
Patrol Officer A - Step 5	\$65,283.64	\$68,221.40	\$70,097.49
	(\$33.54)	(\$35.05)	(\$36.01)
Detective	\$72,133.24	\$75,379.23	\$77,452.16
	(\$34.68)	(\$36.24)	(\$37.24)
Sergeant	\$76,479.85	\$80,039.04	\$82,740.12
	(\$39.29)	(\$41.12)	(\$42.50)
Detective Sergeant	\$81,718.06	\$85,521.02	\$88,407.10
	(\$39.29)	(\$41.12)	(\$42.50)

Employees of each rank shall be regularly scheduled to work the following number of hours each year:

<b><u>Yearly Hours</u></b>	<b><u>2015-2018</u></b>
Academy/Field Training	1,946.67
Patrol Officer C - Step 1	1,946.67
Patrol Officer B-1 - Step 2 (Certified Hires)	1,946.67
Patrol Officer B-2 - Step 3	1,946.67
Patrol Officer B-3 - Step 4	1,946.67
Patrol Officer A - Step 5	1,946.67
Detective	2,080.00
Sergeant	1,946.67
Detective Sergeant	2,080.00

*\* Sergeants will be required to give up their 6<sup>th</sup> day assignment and will be on the 4-2 schedule upon implementation of said schedule. The 5-2/6<sup>th</sup> day schedule will no longer be used by the Town.*

*Officers hired after 9/1/2008 will be subject to the Academy rate of pay until they are completed with their initial training and field training. Upon completion of this, they will go the Patrol Officer "C" pay and follow that schedule based on the present agreement.*

For the purpose of all wage rates set forth in this Agreement, service shall include years of actual paid service not including time spent on unpaid leaves of absence.



Section 3. Any Police Officer assigned to work as the shift supervisor shall receive the next highest rate of pay for any such assignment, provided however, that Grade A Patrol Officer shall receive the rate of pay for the rank of Sergeant for each assignment.

Section 4. Each employee shall receive annually seniority pay according to the following schedule:

Years of Service	Amount
five (5) - twelve (12)	\$300.00
thirteen (13) - nineteen (19)	\$400.00
twenty (20) or more	\$500.00

Seniority pay shall be issued in the regular paycheck following the employee's anniversary date.

Section 5. The Union and the Town agree that a qualified professional agency will be chosen to conduct promotional examinations for the Police Department. If an officer requests to see his or her test results of each test component, they will be made available to him upon completion of each phase of testing.

Section 6. The Town shall have the right to designate one or more field training officers, provided that such officer(s) shall receive an additional \$1.00 per hour for the time spent training other officers with the advance approval of the Police Chief.

#### ARTICLE XV INSURANCE

Section 1. Except as otherwise provided below, the Town shall provide and pay for the following insurance for all employees and their eligible dependents who elect to participate in the insurance programs.

- a) During the July 1, 2015 – June 30, 2016 contract year employees shall continue to receive benefits under the Anthem Comprehensive Blue Care POE and employees shall continue to contribute sixteen percent (16%) of the premium costs for medical, vision and dental benefits.

During the July 1, 2016 – June 30, 2019 contract years employees shall receive benefits under a \$2,000/\$4,000 High Deductible Health Plan (HDHP)/Health Savings Account (HSA) with prescription drug copays as described in Appendix B.

- i) For July 1, 2016 – June 30, 2017 the Town shall fund fifty percent (50%) of the applicable deductible amount to each employee's HSA and employees shall contribute sixteen percent (16%) of premium costs for medical, vision and dental benefits.

- ii) For July 1, 2017 – June 30, 2018 the Town shall fund twenty-five percent (25%) of the applicable deductible amount to each employee's HSA and employees shall contribute sixteen percent (16%) of premium costs for medical, vision and dental benefits.
- iii) For July 1, 2018 – June 30, 2019 the Town shall not make any contribution to employees' HSAs. Employees shall contribute sixteen percent (16%) of premium costs for medical, vision and dental benefits.

The Town shall make its contributions to employees' HSAs for the 2016-2017 and 2017-2018 contract years in equal quarterly installments provided that in the case of hardship where an employee has fully paid out the Town's and the employee's contributions to the employee's HSA on covered medical expenses, the employee may petition the Town for early payment of some or all of the remaining installment payments for such contract year.

- b) Life insurance for the employee in the amount of \$50,000.
- c) Disability insurance for the employee with a total disability up to a maximum of 26 weeks with a maximum benefit of sixty percent (60%) of the employee's base pay with the maximum benefit payable to any employee not to exceed \$500.00 per week. To be eligible for this disability benefit, an employee must first exhaust all but ten (10) accrued sick days.
- d) Accidental death and dismemberment insurance for the employee of \$50,000.

Section 2. An employee desiring coverage over and above the foregoing plans may elect to do so at his/her own cost.

Section 3. The Town agrees to provide Fund B Benefits of the Municipal Employees Retirement Fund for all full-time police officers employed by the Town. Membership in this plan is a condition of employment for all full-time police officers, and all new employees hired as full-time officers shall as a condition of employment be required to enroll in such pension plan and make such contributions to the plan from the first day of employment. The MERF Fund B plan is not subject to the grievance and arbitration procedure.

Section 4. Employees hired after December 31, 2016 shall not be eligible to receive any Town contribution to health benefits following their retirement. Employees hired on or before December 31, 2016 shall be grandfathered and shall remain eligible for retiree health insurance benefits in accordance with the following:

- a) Eligibility for benefits under this provision shall be limited to an employee who retires on or after the effective date of this Agreement at age fifty-five (55) with twenty-five (25) years of service and who is eligible for benefits from the pension plan provided in Section 3 above.



- b) Prior to the retiree's 65th birthday, the Town shall provide and pay for the health insurance coverage outlined in Section 1(a) for the retiree.
  - i) For employees hired on or before November 1, 2011, the Town shall pay the same premium cost share amount as when the employee was last employed by the Town. The eligible retiree also has the option of participating in the Anthem Preferred Plan, provided that the retiree pays the Town for the additional costs of such coverage, and further provided the insurance carrier continues to offer such coverage option. The Town shall also provide and pay for such coverage for an eligible retiree's spouse who is at least 62. Prior to the spouse's reaching age 62, the retired employee shall have the option to elect spouse coverage, provided that the retiree pays the Town for the cost of such coverage.
  - ii) For employees hired on or after November 1, 2011, the Town shall pay 50% of the premium cost share amount. The eligible retiree also has the option of participating in the Anthem Preferred Plan, provided that the retiree pays the Town for the additional costs of such coverage, and further provided the insurance carrier continues to offer such coverage option. The Town shall also provide and pay for such coverage for an eligible retiree's spouse who is at least 62. Prior to the spouse's reaching age 62, the retired employee shall have the option to elect spouse coverage, provided that the retiree pays the Town for the cost of such coverage.
- c) For an eligible retiree who was hired on or before July 1, 2008, who has reached age 65 and is enrolled in Medicare A and B programs, the Town shall provide and pay for the Connecticut Blue Cross 65 (304) and Connecticut Blue Shield.
- d) If an otherwise eligible retiree or spouse has comparable insurance coverage from another employer, the Town shall not be required to provide the insurance benefits outlined in this provision.
- e) An employee who retires before he/she is eligible for benefits under this Section shall have the option to continue participation in the group health insurance plan outlined in Section 1(a) by paying the full cost of the group rate to the Town, from the date of retirement through the date he/she is eligible for the benefits of this Section.

Section 5. The Town shall have the right to self-insure and to change insurance carriers or plans, provided the benefits to employees are comparable to those previously in effect and are of no extra cost to employees. The Town agrees to provide the Union with a copy of any new insurance plan sixty (60) days prior to implementation.



Section 6. During the annual enrollment periods, employees eligible to participate in the Town's medical and dental insurance benefit plans may elect, on a completely voluntary basis, to waive their right (as primary subscribers) and those of their dependents, where applicable, to participate in the Town's medical and dental insurance plans. In consideration of such voluntary waiver of medical and dental insurance coverage, the Town will pay the employee the amount of one thousand five hundred dollars (\$1,500.00) per year. Effective with the payments for the 2005-2006 contract year the annual payment shall increase to the following: \$2,500.00 if eligible for employee only coverage; \$3,000 if eligible for a two person coverage; \$4,000 if eligible for family coverage; payable in quarterly installments. In the event of changed circumstances that require the employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions that may be imposed by the applicable insurance carriers. Employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including any waiting periods.

#### ARTICLE XVI NO DISCRIMINATION

Section 1. There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town for any reason whatsoever, including marital status, age, sex, race, color, religious belief or union activity, either by the Town or the Union.

Section 2. All officers shall receive equal opportunity to attend special job-related training courses. When two or more officers indicate a desire to attend more than one special course, no employee will attend additional courses until other officers have been given the opportunity to obtain equal schooling. Employees who attend school at their own expense, or under the college reimbursement plan, Article XX, Section 1, or at no expense to the Town, shall not be eliminated from their turn at those courses previously mentioned in this Section.

#### ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Purpose:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administration level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2. Definition:

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:

- a) Discharge, suspension or other disciplinary action;
- b) interpretation and application of rules and regulations and policies of the Police Department which relate to mandatory subjects of bargaining;
- c) matters relating to the interpretation and application of the Articles and Sections of this Agreement;
- d) working conditions and safety standards.

Section 3. Procedure:

- a) Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may at its discretion process the grievance anew from the first step or from the next succeeding steps following that which the employee has utilized.
- b) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

STEP ONE:

The aggrieved employee, who may be represented by a Union representative shall reduce the grievance to writing and submit it to the Chief of Police within five (5) working days of the date of occurrence. The Chief shall meet with the aggrieved employee and a Union representative to discuss the grievance, with seven (7) working days of receipt. The Chief shall issue a written response within five (5) working days after the meeting. If there is no resolution of the grievance at this Step, the Union may process the grievance to Step Two.

STEP TWO:

If the grievance has not been settled at Step One, the grievance shall be presented in writing, by the Union, to the Mayor within ten (10) working days of the Chief's decision. The Mayor shall meet within ten (10) working days of this notification with the employee and the Union in an attempt to adjust the matter. The Mayor may have a representative of the Board of Police Commissioners present at this meeting. The decision of the Mayor shall be submitted in writing to the employee and the Union within ten (10) working days of the grievance meeting.

STEP THREE:

If the aggrieved employee is not satisfied with the decision rendered at Step 2, he/she shall notify the Union within five (5) working days after receipt of the decision that he would like the Union to consider the matter for arbitration. Within five (5) working days after receipt of the employee's request, the Union may submit the matter to

arbitration by filing a notice of appeal with the Mayor and with the State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. The arbitrator shall be limited to the express terms of the contract and shall not have the power to add to, modify, amend or delete any terms or provisions of the Agreement. Only one grievance shall be heard in each case. Failure to appeal a grievance to the next step at any point in the grievance procedure shall be deemed to be acceptance of the decision rendered at the last step. Failure at any step of the procedure to respond shall be deemed a denial of the grievance and shall enable the grievant to proceed to the next step.

#### Section 4. Mediation.

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

#### Section 5. Meetings.

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One and Two.

#### Section 6. Time Extensions.

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

#### Section 7. Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer or use a mechanical recording device at Step Three in this procedure, provided that any party that chooses to use a stenographer or a mechanical recording device shall notify the other party of this fact and upon request, shall provide such party with a copy of the transcript or tape recording prepared promptly after the conclusion of the meeting which is transcribed or recorded.

#### Section 8. Police Union as a Complainant.

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

#### Section 9. Representation.

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



Section 10. Step Two Grievance.

Grievances involving discharge, demotion or suspension of more than five (5) days may be processed beginning at Step Two.

Section 11. The definition of working days as used throughout this Article shall mean Monday through Friday and shall exclude Saturdays, Sundays and holidays.

ARTICLE XVIII  
DISCIPLINARY HEARINGS

Section 1. No permanent employee shall be discharged, terminated, demoted, suspended or disciplined in any other manner except for just cause.

Section 2. As used herein, the term "demoted" shall include the transfer of an employee laterally or otherwise, resulting in a reduction of employee's base wages.

Section 3. The Chief may award discipline of minor matters, upon a finding of just cause, to a maximum penalty of five (5) days suspension without pay. Such discipline may also include lesser suspension and/or warnings or reprimands. Such discipline may be awarded without a formal hearing, provided that an employee subject to such discipline shall have the right to confer with the Chief, together with a Union representative, prior to the imposition of the discipline.

The Police Chief may suspend an employee without pay for more than five (5) days pending a hearing only if the employee is deemed to be a threat to his own safety or a threat to the safety of fellow officers or citizens. All other suspensions of more than five (5) days shall be with pay until a hearing is held by the Board of Police Commissioners.

For suspension without pay of more than five (5) days, a hearing shall occur within ten (10) days of the suspension. The parties may agree to extension of the time limits. In the event the Police Commission has not met within the ten (10) day requirement, the employee's suspension shall, at that point, be with pay pending a hearing.

Section 4. Discipline other than that described in Section 3 above shall be imposed only by the Board of Police Commissioners, who shall also be authorized to award those lesser amounts of discipline described in Section 3 above, provided that no employee shall be discharged, terminated, demoted, suspended or disciplined in any other manner by the Board of Police Commissioners except for just cause, and after opportunity for a hearing before said Board of Police Commissioners.

Section 5. All disciplinary proceedings before the Board of Police Commissioners shall require notice to the employee at least five (5) working days prior to the date of the hearing; parties to have right to reschedule hearing for cause. Said notice shall contain the particular provisions of the department's rules and regulations the employee is alleged to have violated, and

shall further contain a description of the acts allegedly committed by the employee in violation of said rules and regulations.

Section 6. At all hearings before the Board of Police Commissioners all witnesses shall be sworn, and the employee shall have the right to representation of his choice and at his expense. Such hearings shall be closed to the public, including the press. The Board of Police Commissioners shall render their decision and notify the employee and the Union thereof not later than ten (10) working days after the hearing is closed.

Section 7. Whenever a civilian complaint is made against an employee or group of employees, such complaint shall be submitted in writing under oath. Within five (5) working days of receiving the complaint, the Town shall notify the employee(s) named in the complaint in writing. If the complaint is investigated by the Town, the Town shall notify the employee(s) of the results of the Town's investigation in writing within five (5) working days of the time the Town makes a final determination. If such complaint relates to the conduct of said employee(s) as police officer(s) or the manner in which said employee(s) discharged police duties, and the police officer was acting reasonably and lawfully in the course of his employment when he engaged in the conduct which is the subject of the complaint, and no charges are brought against the employee(s) by the Town, said complaint results in court action, said employee(s) shall be entitled to be represented by the Town's Attorney or, at the Town's option, another of the Town's choice whose fees shall be paid for by the Town.

Section 8. An employee shall be entitled to representation by a Union representative at any meeting or an inquiry during which the employee may be subject to interrogation if he reasonably anticipates discipline may result from such meeting or inquiry.

Section 9. If a full-time police officer is the subject of an internal investigation which may lead to discipline of the officer, the investigator interview shall be conducted by the Lieutenant or Chief. Other interviews or aspects of the investigation may be assigned to other officers.

Section 10. Employees aggrieved by a decision of the Board of Police Commissioners hereunder may submit a request that the matter be considered for arbitration by the Union pursuant to the grievance procedure at Step Three.

#### ARTICLE XIX NO LOCK OUT - NO STRIKE

Section 1. The Town agrees that it will not lock out the employees covered by this Agreement during its term.

Section 2. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, work stoppages, mass absenteeism or mass resignations or other similar forms of interference with the operation of the Department.



Section 3. Any and all employees participating in such strike or other prohibited activity described in Section 2 shall be subject to appropriate action by the Chief of Police.

## ARTICLE XX EDUCATIONAL INCENTIVE

Section 1. For any full-time police officer who has completed, or does in the future complete, a degree program in police science or administration at an accredited institution, such officer shall be entitled to the following educational pay annually, which amounts shall not be cumulative:

Associate's Degree in Police Science or Police Administration	\$2,000
Bachelor's Degree in Police Science or Police Administration	\$3,000
Master's Degree in Police Science or Police Administration	\$3,500

Section 2. The Town will provide an opportunity for reimbursement for the cost of tuition for officers enrolled in an accredited institution to complete a degree program in Police Science or Administration subject to the following requirements and with the prior approval of the Mayor. An officer who plans to enroll in such program and seek reimbursement under this Article must apply in writing to the Chief of Police prior to the semester in which the course(s) will be taken. The application shall include:

- 1) school;
- 2) description of course(s) and number of credit hours;
- 3) dates of attendance;
- 4) estimated cost of tuition;
- 5) estimated cost of tuition for similar courses at State institution;
- 6) explanation of job-relatedness.

Within one (1) week, the Police Chief shall recommend approval or disapproval of each application for course reimbursement to the Mayor. Within one week, the Police Chief shall recommend approval or disapproval of each application for course reimbursement to the Mayor on the condition that the officer receive a passing grade of "C" or better for such course. The Mayor shall review the Chief's recommendations, approve or disapprove each application or course, and notify the applicants promptly. In making his/her decision, the Mayor shall attempt to divide available education money as equally as possible among eligible applying officers.

The Town will budget no less than \$5,000 each year within the Police budget for such tuition reimbursement for the police department and will provide reimbursement for approved tuition at a rate no higher than the per credit cost for equivalent training at a State institution, provided that in no event shall the Town approve in excess of the annual budgeted appropriation for this purpose.



Section 3. If an officer qualifies for payment under Section 1 and continues towards a higher degree, he shall be eligible for benefits under Section 2 but precluded from the increase in payment under Section 1.

Section 4. Officers requesting payment under Section 1 shall submit a request for payment by July 15 and shall receive payment by July 31st.

#### ARTICLE XXI SAVINGS CLAUSE

Section 1. If any Article or any Section of this contract is declared invalid for any reason such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid.

Section 2. The Town agrees to continue the following benefits enjoyed by the members of the Department:

- a) Items that are needed for police functions that are not in stock department supplies, i.e., flashlight batteries, bulbs, lenses, note pads, mace refills, etc., shall be obtainable, with reimbursement to the officer or direct billing to the Town, at authorized outlets.
- b) Mutual agreement of shift exchange between full-time officers shall be allowable as long as no additional cost is incurred by the Town by such exchange and has the approval of the Chief of Police or his/her designee provided that such shift exchange shall be no more than twice each work week by any officer.
- c) Ammunition shall be provided officers by the Town for purpose of maintaining weapon proficiency.
- d) Bulletin board space shall be available for Union notices in the Police Department Squad Room. Important Union notices may be posted in the dispatcher's area as space permits.
- e) Police department employees shall obtain their paychecks at Police Headquarters.
- f) Officers shall be allowed to dress according to daily weather conditions rather than being bound to a uniform of the day at the discretion of the shift supervisor, provided that all officers on each shift must be dressed uniformly. Sweaters or vests, once approved by the Chief, may be worn at the discretion of each individual officer.

ARTICLE XXII  
HEALTH AND SAFETY

Section 1. To insure the health and safety of the members of the bargaining unit, each patrol vehicle shall be equipped with at least the following equipment:

- a) Oxygen tank in operable condition and all necessary accessories
- b) Complete first aid kit
- c) Fire extinguisher plus refill
- d) Emergency pry tools
- e) Flares
- f) Blankets - 1 paper - 1 cloth
- g) Brooms
- h) Shovels
- i) Rope
- j) C.P.R. Aids
- k) Safety Screens
- l) One Safariland or equal Hard Armour Vest

All patrol vehicles shall be maintained to provide for the safe operation of such vehicles.

Section 2. The shift supervisor shall have the discretion to remove any patrol vehicle from service that is unsafe to operate, or does not have the necessary equipment as outlined in Section 1 above.

Section 3. The Town shall provide clean blankets for the cells and police cruisers.

Section 4. The Town shall comply with any OSHA requirements for immunization against Hepatitis B. If immunization is required, the Town shall pay the portion of the cost not covered by insurance.

ARTICLE XXIII  
UNION BUSINESS LEAVE

Section 1. The two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty. No overtime shall be accrued for time spent at such meetings if such meeting exceeds the normal work shift.

Section 2. One (1) member of the Union Grievance Committee in addition to the employee or employees, who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such members are scheduled to be on duty. No overtime shall be accrued for time spent at such meetings if such meeting exceeds the normal work shift.

Section 3. Up to two (2) officers of the Union shall be released from duty with full pay to attend Union seminars, workshops or conventions, for a maximum of four (4) person-days per year in the aggregate, subject to the following:

- a) The officer desiring leave must submit a request to the Chief, in writing, at least two (2) weeks in advance. If less than two (2) weeks notice is given but the leave can be granted, the short notice shall not prevent the Chief from granting the leave.
- b) Leave for any particular occasion shall be approved provided that it would not interfere with the operation of the department.

#### ARTICLE XXIV GENERAL PROVISIONS

Section 1. Any acting position that may be created by the Town shall be for no more than ninety (90) calendar days. Any temporary position that may be created by the Town shall be for no more than ninety (90) calendar days, provided that where an individual appointed to a temporary position is substituting for an employee on leave, the temporary position may extend for the duration of such leave. The Town will fill positions of employees on leave with non-bargaining unit employees. If the temporary position is one to be filled by a member of the bargaining unit, selection shall be based on rank seniority.

Section 2. Employees shall receive a copy of all communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation for which the Department elects to take no official action, shall be removed from the personnel file and destroyed not later than one (1) year from the date of entry.

Section 3. All newly hired, full-time officers' names shall be submitted to MPTC for training within six (6) months from date of hire.

Section 4. The number of employees used to transport prisoners or violent patients shall be at the discretion of the shift supervisor.

Section 5. All employees covered under this Agreement shall be allowed no more than thirty (30) minutes for their lunch break. Lunch break is not to interfere with officer's regular duties.

Section 6. Each employee shall be allowed two fifteen (15) minute coffee breaks during each eight (8) hour tour of duty. No Plymouth Police Officer or vehicle will be allowed to travel outside the limits of the Town for either lunch or coffee breaks, unless approved by the shift supervisor.



Section 7. All on-duty members of the Union shall be permitted to attend local Union meetings provided, however, such members on duty shall remain on ready alert for necessary police activity. Normally, there will be no more than one Union meeting per month.

Section 8. In the event an employee is killed in the line of duty, the Town shall continue to provide without cost to the employee's dependents the same medical insurance benefits provided to active employees' dependents until each of the employee's dependents reaches the age of 18 years or the spouse remarries.

Section 9. The Town will indemnify and defend any police officer in any action involving emergency medical treatment or care occurring during the official performance of that officer's duties provided that the officer has not acted with willful or wanton misconduct as determined after final adjudication.

Section 10. This Agreement along with the police manual and department orders shall be the only documents relating to wages, hours and other conditions of employment. If there is any inconsistency between the provisions of this Agreement and the provisions of the police manual or department orders, the provisions of this Agreement shall prevail.

Section 11. An employee who is off duty but otherwise in condition to perform properly the duties of an on-duty employee shall be considered as acting in line of duty if such employee acts in a situation requiring police intervention. In such event the shift supervisor shall be notified promptly.

Section 12. The police department will continue to furnish the equipment as it has customarily furnished in the past.

Section 13. The Town shall assume full responsibility for any policeman sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his staff to act in his behalf. If both parties agree to engage another attorney other than the Town Counsel, such counsel shall be hired and paid for by the Town.

Section 14. The Town shall give to each employee, and to each new employee, when he is hired, a copy of this contract, an identification card and copy of the Rules and Regulations of the Department.

Section 15. The Town shall provide for the use of a car, when available, whenever an officer is attending a departmental approved school or seminar. The Town, whenever it cannot furnish a vehicle, shall pay a rate for mileage established by Federal Standards and approved by the Board of Finance. Such rate shall remain in effect for the entire fiscal year. This provision shall not apply for travel to any courses under Article XX.

Section 16. The Union and the Town agree that a qualified professional agency will be chosen to conduct promotional examinations for the Police Department. If an officer requests to see his or her test results of each test component, they will be made available upon completion of each phase of testing.

Section 17. Employees shall live in any town or city that is encompassed within a twenty-five (25) mile radius from the Town Hall. If any part of a given town or city is within the twenty-five (25) mile radius, the entire town or city shall be approved for the purpose of meeting the residency requirement.

Section 18. Employees shall submit to annual physicals by a physician chosen and paid for by the Town. An employee shall be compensated at one and one-half his regular hourly rate for time expended attending such physical outside the employee's regular schedule, provided the Town retains the right to schedule during an employee's regular working hours. The annual physical shall not exceed the scope of the physical examination administered pursuant to Section III (12) of Procedural Directive No. 07-33.

Section 19. The position of Detective shall be subject to the Memorandum of Agreement attached hereto.

Section 20. Uniform list. See Appendix A.

#### ARTICLE XXV DURATION AND RENEWAL

Section 1. The parties agree that the above sections constitute the full and complete agreement between them and supersede all prior understandings, practices, procedures, and policies for the employees covered by this Agreement whether oral or written.

Section 2. No individual employee in the bargaining unit or representative, agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon by the Town and the Union.

Section 3. This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

Section 4. Unless otherwise expressly provided herein, this Agreement shall be binding upon the Town and the Union upon signing and shall continue in full force and effect until midnight of the thirtieth day of June 2019 when it shall expire, provided that if neither gives the notice provided for in Section 5, this Agreement shall automatically renew itself for additional periods of one year. Each and all provisions shall remain in effect with the same force as during the original term thereof.

Section 5. If either the Union or the Town desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than December 1, 2019 and not later than December 15, 2019.


Section 6. Negotiations upon proposed changes in the terms of this Agreement shall not begin later than March 1 unless the parties agree to another date.

Section 7. In order to improve department morale and to discuss items of mutual interest, the Town and the Union agree to meet quarterly for the mutual discussions of issues affecting the personnel in the department which will promote better understanding and provide for a smoother operation of the department.

IN WITNESS WHEREOF, the parties have caused their names to be signed to this Agreement this 14 day of JUNE, 2016.

FOR THE TOWN OF PLYMOUTH


FOR THE PLYMOUTH POLICE UNION,  
UNITED PUBLIC SERVICE EMPLOYEES/COPS

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
United Public Service Employees Union/COPS

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness



APPENDIX A

UNIFORM LIST

Trousers	Light weight	2
	Winter/medium weight	
Shirts	Long sleeve	2
	Short sleeve	2
Jackets	Winter	1
	Light/medium weight	1
	Rain	1
Hat	Summer	1
	Winter	1
	Rain cover	1
Misc.	Safety Vest	1
	Tie (blue)	1
	Tie clip (silver)	1
	Shoes (black)	1
	Socks (black)	5
	Belt (black)	1
	Bullet proof vest	1
	Collar pins (silver "PPD")	1
	Name tag (blue)	2
	Belt keepers	4
	Gun belt	4
	Holster	1
	Magazine holder	1
	Handcuff case	1
	Pepper spray case	1
	ASP holder	1
	Portable radio case	1
Badges	Shirt/coat	2
	Hat	1

**Town of Plymouth: Lumenos HSA \$2000**

Coverage Period: 07/01/2015 - 06/30/2016

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage for: Individual/Family | Plan Type: HSA

What is not included in the <u>out-of-pocket limit</u> ?	Premiums, Balance-billed charges and Health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://www.anthem.com">www.anthem.com</a> or call 1-888-224-4896 for a list of In Network providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 3 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u> .

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- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use In Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Questions: Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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**Town of Plymouth: Lumenos HSA \$2000**

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.anthem.com](http://www.anthem.com) or by calling 1-888-224-4896.

Health Savings Account Contribution: **\$3,350 Individual/\$6,650 Family.**

<p><b>What is the overall deductible?</b></p>	<p><b>\$2,000 single/\$4,000 Family</b> for In Network providers  <b>\$2,000 single/\$4,000 Family</b> for Non-Network Provider.                  Does not apply to In-Network Preventive Care. In-Network Provider and Non-Network Provider deductibles are combined. Satisfying one helps satisfy the other.</p>	<p>You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the <u>deductible</u>.</p>
<p><b>Are there other deductibles for specific services?</b></p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.</p>
<p><b>Is there an <u>out-of-pocket limit</u> on my expenses?</b></p>	<p>Yes: In Network Provider                  Single: <b>\$5,000</b>,                  Family: <b>\$10,000</b>                  Non-Network Provider                  Single: <b>\$5,000</b>,                  Family: <b>\$10,000</b>                  In-Network Provider and Non-Network Provider out of pocket maximums are combined. Satisfying one helps satisfy the other.</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>

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HIDIP/HSA SUMMARY

APPENDIX B



Period: 07/01/2015 - 06/30/2016  
Individual/Family | Plan Type: HSA

				Limitations & Exceptions
				—none—
	Specialist visit	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—
or clinic	Other practitioner office visit	0% Coinsurance after deductible for Chiropractor	20% Coinsurance after deductible for Chiropractor	<u>Chiropractor</u> Coverage is limited to 50 visits per member per calendar year, combined with PT/OT/ST. Acupuncture is not covered.
	Preventive care/screening/immunization	No Charges	20% Coinsurance after deductible	—none—
If you have a test	Diagnostic test (x-ray, blood work)	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—
	Imaging (CT/PET scans, MRIs)	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
If you need drugs to treat your illness or condition  More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com">www.anthem.com</a>	Generic drugs	\$5 copay/retail and \$5 copay/mail order	20% Coinsurance after deductible	30-day supply for Retail pharmacies. 90-day supply for Mail Order.
	Preferred brand drugs	\$25 copay/retail and \$50 copay/mail order	20% Coinsurance after deductible	30-day supply for Retail pharmacies. 90-day supply for Mail Order.
	Non-preferred brand drugs	\$40 copay/retail and \$80 copay/mail order	20% Coinsurance after deductible	30-day supply for Retail pharmacies. 90-day supply for Mail Order.

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**Town of Plymouth: Lumenos HSA \$2000**

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

Member	Benefit	Member	Member	Member
	Specialty drugs	\$40 copay/ retail and \$80 copay/mail order	20% Coinsurance after deductible	30-day supply for Retail pharmacies. 90-day supply for Mail Order.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—
	Physician/surgeon fees	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—
If you need immediate medical attention	Emergency room services	0% Coinsurance after deductible	0% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits.
	Emergency medical transportation	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—
	Urgent care	0% Coinsurance after deductible	Not Covered	—none—
If you have a hospital stay	Facility fee (e.g., hospital room)	0% Coinsurance after deductible	20% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits.
	Physician/surgeon fee	0% Coinsurance after deductible	20% Coinsurance after deductible	—none—

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at [www.anthem.com](http://www.anthem.com) or call 1-888-224-4896 to request a copy.

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**Town of Plymouth: Lumenos HSA \$2000**

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

Member	Benefit	Member	Benefit	Member
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Mental/Behavioral health inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits.
	Substance use disorder outpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Substance use disorder inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits.
<b>If you are pregnant</b>	Prenatal and postnatal care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Delivery and all inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits.

**Questions:** Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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**Town of Plymouth: Lumenos HSA \$2000**

**Summary of Benefits and Coverage: What this Plan Covers & What It Costs**

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

Member	Benefit Category	Member 1	Member 2	Member 3
If you need help recovering or have other special health needs	Home (health) care	0% Coinsurance after deductible	20% Coinsurance after deductible	Coverage is limited to 200 visits per member per calendar year.
	Rehabilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	Failure to obtain pre-authorization may result in non coverage or reduced benefits after the first visit for Occupational and Physical therapy. Coverage is limited to 50 visits per member per calendar year combined for Occupational, Physical and Speech therapy, along with chiropractic care.
	Habilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	All rehabilitation and habilitation visits count towards your rehabilitation limit.
	Skilled nursing care	0% Coinsurance after deductible	20% Coinsurance after deductible	Coverage is limited to 120 days per member per calendar year. Failure to obtain pre-authorization may result in non coverage or reduced benefits.
	Durable medical equipment	0% Coinsurance after deductible	50% Coinsurance after deductible	_____none_____
	Hospice service	0% Coinsurance after deductible	20% Coinsurance after deductible	_____none_____
If your child needs dental or eye care	Eye exam	No Charges	20% Coinsurance after deductible	_____none_____
	Glasses	Not Covered	Not Covered	_____none_____
	Dental check-up	Not Covered	Not Covered	_____none_____

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# Town of Plymouth: Lumenos HSA \$2000

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

## Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |                    |                       |                        |
|--------------------|-----------------------|------------------------|
| • Acupuncture      | • Dental care (Adult) | • Private-duty nursing |
| • Cosmetic surgery | • Hearing aids        | • Routine foot care    |
|                    | • Long-term care      | • Weight Loss programs |

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- |                         |  |  |
|-------------------------|--|--|
| • Chiropractic Care     | • Most coverage provided outside the United States. See <a href="http://www.bchs.com/bluecardworldwide">www.bchs.com/bluecardworldwide</a> | • Non-emergency care when traveling outside the U.S. |
| • Infertility treatment |  | • Routine eye care (Adult)                           |
| • Bariatric surgery     |  |  |

## Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-922-6621. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.hhs.gov](http://www.hhs.gov).

## Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact:

108, Laigus Road, Wallingford, CT 06492;

**Questions:** Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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**Town of Plymouth: Lumenos HSA \$2000**

Coverage Period: 07/01/2015 - 06/30/2016

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage for: Individual/Family | Plan Type: HSA

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

**Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

Si no es miembro todavía y necesita ayuda en idioma español, le suplicamos que se ponga en contacto con su agente de ventas o con el administrador de su grupo. Si ya está inscrito, le rogamos que llame al número de servicio de atención al cliente que aparece en su tarjeta de identificación.

如果您是而非會員並需要中文協助，請聯絡您的銷售代表或小組管理員。如果您已參保，則請使用您 ID 卡上的號碼聯絡客戶服務人員。

Kung hindi ka pa miyembro at kailangan ng tulong sa wikang Tagalog, mangyaring makipag-ugnayan sa iyong sales representative o administrator ng iyong pangkat. Kung naka-enroll ka na, mangyaring makipag-ugnayan sa serbisyo para sa customer gamit ang numero sa iyong ID card.

Doe bee a'tah a'ligoo ei dooda'i, shikia adootwo'i linizingo t'aa diné k'éjigo, t'aa shoodi ba na'almi'i ya sidáhi bieh'i naabidúlkidi. Ii doo bigha dango ni ba'ni'go ho'atagí bieh'i hodúni. Haa'daa im'itago e'ya, t'aa shoodi diné ya atáhi haue'ggi ní b'esh bee haue'i wólm' bi'ki e'ni'ligí bi'k'ehgi bieh'i hodúni.

*This is a sample of how this plan might cover costs for a sample person's situation. It is not a guarantee.*

Questions: Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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# Town of Plymouth: Lumenos HSA \$2000

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

- Amount owed to providers: \$7,540
- Plan pays \$5,540
- Patient pays \$2,000

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$2,000</b>

- Amount owed to providers: \$5,400
- Plan pays \$3,400
- Patient pays \$2,000

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$2,000</b>

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 1-888-224-4896

Questions: Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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## Town of Plymouth: Lumenos HSA \$2000

Summary of Benefits and Coverage: What this Plan Covers & What It Costs

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Family | Plan Type: HSA

### Questions and answers about the Coverage Examples:

#### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

#### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left

up to you to pay because the service or treatment isn't covered or payment is limited.

#### Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

#### Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

#### Can I use Coverage Examples to compare plans?

- ✗ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples.

When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

#### Are there other costs I should consider when comparing plans?

- ✗ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-888-224-4896 or visit us at [www.anthem.com](http://www.anthem.com).

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