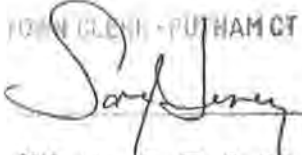


JOHN GLENN - PUTNAM CT  
  
 2018 JUL -5 P 12: 28

**AGREEMENT**

**BETWEEN**

**SPECIAL SERVICES DISTRICT  
 OF THE TOWN OF PUTNAM**

**-AND-**

**UPSEU/COPS**

**July 1, 2018 to June 30, 2022**

**AGREEMENT**

THIS AGREEMENT made and entered into this 27<sup>TH</sup> day of June, 2018, by and between the SPECIAL SERVICES DISTRICT OF THE TOWN OF PUTNAM, a municipal corporation having its territorial limits within the Town of Putnam, County of Windham and State of Connecticut, for the purposes of Collective Bargaining with members of the PUTNAM POLICE DEPARTMENT, and UPSEU/COPS, acting herein by its president of its bargaining committee, duly authorized, said UPSEU/COPS, acting as the employee organization representing the majority of the members of the Putnam Department for Collective Bargaining purposes with the Special Services District of the Town of Putnam.

WHEREAS, said Special Services District Authority and the Employee Organization have conducted Collective Bargaining in accordance with the provisions of Section 7-467 through Section 7-477 of the General Statutes of Connecticut.

NOW, THEREFORE, it is hereby agreed by both parties hereto as follows:

ARTICLE I  
TERM OF AGREEMENT

Section 1.     Effective Dates. The following Agreement by and between the Special Services District for the Town of Putnam, Connecticut hereinafter referred to as the "District" and Putnam Police, UPSEU/COPS , hereinafter referred to as the "Union," shall be in effect from July 1, 2018 until June 30, 2022.

ARTICLE II  
PURPOSE OF AGREEMENT

Section 1.     Purpose. It is the general purpose of this Agreement to promote harmonious relations through mutual agreement on areas of interest to the District, its Officers and the Union.

Section 2.     Intent. It is therefore the intent of the parties to set forth herein their mutual agreements and understandings with respect to the rates of pay, hours of work, and other conditions of employment to be observed by the District, the Union and the Officers covered by this Agreement.

ARTICLE III  
MANAGEMENT RIGHTS

Section 1.     Policy Statement. The District reserves and retains, solely and exclusively, all of its rights to manage the Department; as such rights existed prior to the execution of this Agreement with the Union. The Union agrees that, subject to specific provisions of this Agreement, the functions and rights of management belong solely to the District, and that it will not interfere with the District's free exercise of these rights and functions.

Section 2.     Rights.

(a)     Enumerated Rights. The exclusive functions and rights of management include, but are restricted to the right to exercise its own discretion on all of the following matters and to determine existence or nonexistence of facts which are the basis for management's decision on

such matters: the selection and employment of new Officers; the management of the Department and the direction of the working force; the determination of methods of financing; the determination, and from time to time the redetermination, of the number of Officers in the Department, and the methods and discipline to be employed; the selection and determination of the number and qualifications of Officers required to promote efficient operations; the assignment of work to Officers in accordance with the job content and job requirements determined by management; the establishment of assignments; the transfer of Officers; the promotion of Officers by competitive examination; the creation and enforcement of rules and regulations for the maintenance of materials and safety; the discipline, suspension or discharge of Officers for cause and, otherwise, the taking of such measures, not in conflict with this Agreement, as management may determine to be necessary to promote the orderly, efficient, and safe operation of the Department.

(b) Unenumerated Rights. The listing of specific rights in this Agreement is not intended to be or shall be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the District in the past.

#### ARTICLE IV UNION COOPERATION AND RESPONSIBILITIES

Section 1. Rules. The Union agrees to abide by the rules and regulations of the District in regard to punctual and steady attendance, proper and sufficient notifications in case of necessary absence, conduct on the job, use of Department equipment and all other reasonable rules and regulations not in conflict with this Agreement established by the District.

Section 2. Cooperation. The Union agrees to cooperate with the District in maintaining and improving working conditions and practices and in improving the cleanliness and good housekeeping of the Department and its equipment.



Section 3. Methods. The Union recognizes the need for improved methods in the interest of the Officers and the Department and agrees to cooperate with the District in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements in the Officers' performance and overall efficient operations of the Department.

ARTICLE V  
RECOGNITION AND UNIT DESCRIPTION

Section 1. Policy Statement. The District recognizes the Union as the sole and exclusive Bargaining Agent for the purposes of Collective Bargaining relative to wages, hours and other conditions of employment for all Officers of the Bargaining Unit of the Department. The District and the Union agree not to discriminate against Officers covered by this Agreement by reason of their membership or non-membership in the Union.

ARTICLE VI  
UNION SECURITY

Section 1. Present Members. As a condition of employment, all present Officers who are members of the Union upon the effective date of this Contract shall either remain members of the Union in good standing or pay an agency service fee to the Union, which fee shall be established by the Union in accordance with the law.

Section 2. New Members. All Officers who are hired hereafter, as a condition of continued employment, on and after the 31st day of their employment, shall become and remain members in good standing of the Union or pay an agency service fee to the Union, which fee shall be established by the Union in accordance with the law.

Section 3. Payroll Deductions. The District agrees to deduct applicable dues or service fees from the pay of all Officers covered herein, who authorize such deductions from their wages in

writing. The District will remit to the Union amounts collected each month, together with a list of Officers from whose wages these sums have been deducted and the amounts deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the District, including any of its agents, harmless from any claims for damages or any liability arising out of implementation of the provisions of this Article.

Section 4. Unit Description. The Bargaining Unit to which this Agreement is applicable consists of all regular uniformed members, up to and including the rank of Patrol Sergeant, excluding the Second in Command, the Chief, Auxiliary Officers, Supernumerary Officers and clerical staff.

Section 5. Equal Opportunity. The District and the Union agree not to discriminate in any way against Officers covered by this Agreement on the account of race, religion, creed, color, national origin, sex, age or political affiliation.

## ARTICLE VII EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Policy Statement. Each Officer has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of Officers to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative or otherwise and including the right to present Union views and positions to the public, to officials of the District and the Department, to members of the District Authority, to members of the State Legislature or to any other appropriate authority or official. Without limiting the foregoing, the District agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, both parties agree to abide by provisions of Section 7-468 through Section 7-470 of the Connecticut

General Statutes, Revision of 1958, as the same may from time to time be amended.

ARTICLE VIII  
DEFINITIONS

Section 1.     Policy Statement. The following definitions shall be used and applied to all sections of this Agreement:

1.     Auxiliary Officer. A part-time employee of the District who is not certified, not covered by this Agreement and does not have arrest powers, but may be used for traffic, crowd control, parking enforcement duties and other similar activities during town events, outside work details, or whatever additional details the Chief may assign within the limitations and qualifications of the Auxiliary Officer.
2.     Chief. The Chief of Police of the Special Services District of the Town of Putnam, Connecticut, or his designee.
3.     Continuous Service. Uninterrupted employment of an Officer including layoffs, temporary suspensions, and the various leaves set forth in this Agreement.
4.     District. The Special Services District for the Town of Putnam, Connecticut.
5.     District Authority. The members of the Putnam Special Services District Authority.
6.     Date Entry. For Officers hired before July 1, 2007, the date that an Officer enters P.O.S.T. For Officers hired after July 1, 2007, the date that an Officer is sworn in and enters P.O.S.T., whichever is later. If two officers are hired on the same day, the one with the higher test scores shall be deemed to have higher seniority.
7.     Holiday. A day designated by the District Authority as a legal District holiday.
8.     Holiday Leave Day. A day off without loss of pay in lieu of a District holiday.
9.     Officer. Any member of the Department covered by this Agreement.
10.    Outside Work. Any work performed by an Officer which is paid by a third party.



11. Overtime. All assigned, authorized and approved service over 40 hours in any one week, or any such service in the excess of an Officer's scheduled work day. Officers who voluntarily work more than eight hours by trading or exchanging shifts are not entitled to overtime after eight hours in a day.

12. Paid Hour. An hour of time for which an Officer receives compensation whether the Officer worked during the hour for which he is being compensated, or did not work due to the application of paid leave time.

13. Probationary Officer. An Officer who has not completed his probationary period.

14. Probationary Period. A period of eighteen (18) months of continuous full-time employment with the District commencing with the date of entry. The District retains the authority to discipline or terminate the employment of a Probationary Officer without recourse to the grievance arbitration procedures in this Contract.

15. Regular Officer. An Officer who has completed the probationary period.

16. Seniority. The length of an Officer's continuous service with the Department in relation to any other Officers in the Department; the Officer with the greater length of continuous service shall be deemed to be "senior" to the Officer to which he is compared. Rank seniority for Sergeants will be measured by time in rank.

17. Unexcused Absence. Any absence not specifically covered by the provisions of this Agreement.

18. Workweek. The workweek begins on Sunday at 0700 and ends the following Sunday at 0659 hours. An Officer works forty (40) hours in eight (8) hour increments including a paid one-half (1/2) hour lunch period, and two (2) consecutive days off; or a period of five (5) consecutive days during which an Officer was paid for such time even though absent from work.

19. Union. UPSEU/COPS.

ARTICLE IX  
UNION OFFICIALS

Section 1. Union Executive Board. The District shall recognize any member of the Union's elected Executive Board (i.e., President, Vice President, Steward and/or Secretary/Treasurer) for purposes of conducting business on behalf of the Union. The Union shall notify the District in writing within seventy-two (72) hours of any change in the composition of the Executive Board.

Section 2. Union Business Discussions. The President of the Union and the Steward or their designees shall be permitted to discuss official Union business with the Chief or his designee during regular working hours.

Section 3. Negotiations. No more than two (2) Officers on the Union's Bargaining Committee who is scheduled to work a tour of duty during collective bargaining negotiations shall attend such negotiation sessions and be granted a leave of absence without loss of pay or benefits for such sessions between the District, its agent or representatives, and the Union held for the purpose of negotiating the terms of an agreement or a supplement thereto. The Union Local President or his/her designee shall be allowed to meet with the National Representative of the Union during scheduled work hours without loss of pay or benefits to discuss Union matters, provided that such discussions do not interfere with minimum staffing or the Officer's normal duties, and ordinarily, discussions shall be limited to no more than thirty (30) minutes in length.

ARTICLE X  
UNIFORMS

Section 1. Upon ratification and approval of this agreement, the "District" agrees to permit the patrol officers to wear their "BDU" style uniforms as the regular patrol uniform.

The "Union" agrees the uniform must be properly maintained and keep with the requirements of this article. The "Union" also agrees to assist in ensuring members maintain a professional appearance.



(a) Definition. Except as provided in Section 1(b), a uniform as described in this

Article shall mean:

6 pairs pants	1 double magazine holder
3 long sleeve shirts 1 duty belt	
1 service handgun & ammunition	4 summer shirts 1 set handcuffs
1 winter coat	1 handcuff case
3 neckties	1 tie clasp
1 felt hat	1 holster
1 straw hat	2 name plates
1 hat badge	
2 shirt badges	
1 reversible raincoat	
1 inclement weather hat	
1 Commando type sweater	
1 Class A uniform	

(b) Bike Officers

2 polo type ½ sleeve shirts	1 nylon duty belt
2 pair BDU type shorts	1 nylon holster
2 pair padded short liners	1 nylon handcuff case
2 pair BDU type long pants	1 portable radio holder
1 nylon jacket	1 whistle and chain
1 helmet	1 pair of tinted eye protection*
	1 pair of clear eye protection*

(c) Special Duty Uniforms

2 high visibility polo shirts	1 nylon handcuff case
2 pair BDU pants	1 nylon portable radio holder
1 nylon duty belt	1 baseball style hat
1 nylon holster	
1 nylon double magazine case/holder	

(d) Canine Officer Uniform

3 winter BDU type shirts	1 nylon handcuff case
4 summer BDU type shirts	1 nylon portable radio holder
4 pair BDU Style Pants	1 set insulated coveralls
1 nylon duty belt	1 baseball style hat
1 nylon holster	
1 nylon double magazine case/holder	

The District will not be required to duplicate specialty uniforms or equipment for Officers holding multiple roles.

Effective as soon as practicable after ratification of this Agreement, officers shall also be supplied with one (1) baton and one (1) ballistic vest (with carrier). Officers shall not be authorized to use these pieces of equipment until they successfully complete any mandatory training that may be required. The ballistic vest shall be worn in accordance with the policy to be issued by the Chief, based on the "Body Armor" policy by the IACP National Law Enforcement Policy Center, April 1999.

In the event of rain or snow, the Bike Officer can call for a patrol car and then be provided with a patrol car for the duration of the scheduled time.

\*If an Officer chooses to wear his/her own eye protection, which costs more than the District provided eyewear, and such equipment is damaged in the course of his/her duties, the District shall reimburse the Officer the cost of his/her own eye protection, up to a maximum of \$150.00.

Section 2. Issue. The District shall provide a new Officer with a full and complete uniform upon graduation from the P.O.S.T. Training Academy provided no unreasonable delay results from the manufacturer/distributor or Officer.

Section 3. Replacement.

(a) Uniform Damage and Wear. The District will repair or replace any part of an Officer's uniform damaged or worn out in the line of duty.

(b) Personal Items Damaged. Compensation for the value of any personal items normally carried by an Officer, and not restricted by the grooming and dress standards, that are either lost, damaged, destroyed or ruined while an Officer is in the actual performance of his duties shall be made after a written report of the incident causing the loss and a statement verifying the value of the loss declared. Such compensation shall be subject to the approval of the Commission and shall not exceed \$250.00 per item with the exception of medically required and/or prescribed equipment (i.e., hearing aids, prescription eyeglasses) and bulletproof vests.

The District is not responsible for replacing any personal equipment due to ordinary wear and tear and/or where a warranty for the item would permit replacement first. Non-prescription eyewear shall be compensated up to a maximum of \$150.00 per item damaged.

(c) The District shall provide a yearly maximum allotment of 300 rounds of practice ammunition, in three (3) 100 round disbursements, to Officers when a request is submitted to the Chief or Second in Command. Spent cartridges must be turned in prior to the Officer receiving the next allotment.

Section 4. Change in Uniform. Any change in the style, type or color of the standard uniform or any change in equipment or accouterments mandated by the District shall be made and paid for by the District.

Section 5. Clothing Maintenance. All articles of clothing in the standard uniform will be cleaned, pressed and laundered by the District's designee and at the District's expense.

Section 6. Grooming Standards.

(a) Uniform: Patrol personnel will present a professional appearance at all times and will wear only approved and provided uniform items. Collar brass will be worn at all times with dress type uniform. Badge will be worn above the left shirt pocket. Name tag will be silver with black letters for patrol Officers, and gold with black letters for Sergeants. Whistle chains are acceptable if having been issued previously and should be attached to the epaulet above the badge. No other button or badges will be allowed without proper administrative approval. Shoes will be black, semi-gloss at a minimum or appropriate for the assignment (i.e., bike patrol). Sneakers are only permissible for Officers who are part of bike patrol.(b) Officers shall have a neat, clean personal appearance, which reflects positively upon the individual's competency, efficiency and pride as an employee of the department and upon the ability of the Department to foster and enhance a professional, efficient, effective image and posture. The wearing of an



improper uniform, failure to carry all necessary police equipment or to maintain one's uniform and/or equipment in good order are prohibited.

(c) Body Ornaments and Accessories. Jewelry worn while on uniform assignment will be limited to a wrist watch and wedding, school, or other rings that do not restrict or put wearer in potential harm if worn. Bracelets will not be allowed, unless Officer can demonstrate to the Chief its religious/medical significance. If a neck chain is worn it must not be visible. Earrings or body piercing will not be allowed, except that female officers shall be permitted to wear one pair of stud earrings, either gold, silver or pearl in appearance.

(d) Body Art and Tattoos. When in uniform or while on duty the display of body art and/or tattoos is discouraged; however, if visible, they must not be offensive to the general public in regard to race, religion, politics, gender or sexual content.

(e) In addition to the above, all uniformed male employees shall conform to the following standards of appearance:

- (1) Hair will be kept neat and clean to present a well-groomed appearance. It will be neatly trimmed and will not extend past the bottom of the shirt collar. At least the lower half of the ears will be exposed, and the hair will not extend past the eye brows. Hairstyles that include, but are not limited, non-traditional hair colors, and/or cutting lines, letters, numbers or designs into the hair are unacceptable.
- (2) Sideburns will be trimmed. They will not be bushy, will not continue below the lobe of the ear, or connect to an Officer's moustache.
- (3) Mustaches will be trimmed at all times and cut to the contours of the Officer's upper lip. Moustaches may extend one (1) full inch past the Officer's lip corners, but shall not extend past the chin or connect in any way, nor may they cover the Officer's lower lip, unless it is a neatly trimmed goatee. No other facial

hair will be permitted, unless authorized by the Chief of Police.

(f) In addition to the above, all uniformed female employees shall conform to the following standards of appearance:

(1) Hair shall be in unpretentious styles that do not exceed below the bottom of the shirt collar.

(2) Long hair can be worn pinned up in an attractive manner as long as it is neat.

(3) In all cases, the bulk or length of hair will not interfere with normal wearing of the uniform hat.

(4) Fingernails shall not extend more than one-half inch beyond the fingertip.

(g) In both uniform and plain clothes, wigs or hairpieces are acceptable as long as they meet the prescribed requirements for hair, and are the same color as the natural hair.

(h) Exceptions. Officers on special assignment, where their dress and hairstyle must conform to the nature of their assignment, are exempt from this order for the duration of the assignment.

## ARTICLE XI WAGES

Section 1. Pay Grades. For the purposes of this Article, the following pay grades are established for Regular Officers:

<u>Lengths of Continuous Service</u>	<u>Grade</u>
1 - 3 years	1
3 - 5 years	2
5 - 6 years	3
6 Or more	4

Section 2. Wages. Officers shall receive an hourly rate of pay in accordance with the following:

(a) Effective July 1, 2018, each Officer shall receive an increase of two percent (2.%) above the wage rates in effect as of June 30, 2018, which shall be as follows:

(b) Effective July 1, 2019, each Officer shall receive an increase of two percent (2%) above the wage rates in effect as of June 30, 2019, which shall be as follows:

(c) Effective July 1, 2020, each Officer shall receive an increase of two and one half percent (2.5%) above the wage rates in effect as of June 30, 2020, which shall be as follows:

(d) Effective July 1, 2021, each Officer shall receive an increase of two and one half percent (2.5%) above the wage rates in effect as of June 30, 2021, which shall be as follows:

(e) Police Officer/Segeant Pay Scale

	2018	2019	2020	2021
Probationary Rate	\$27.65	\$28.21	\$28.92	\$29.64
Step 1	\$28.60	\$29.17	\$29.90	\$30.65
Step 2	\$29.37	\$29.95	\$30.70	\$31.47
Step 3	\$30.64	\$31.25	\$32.03	\$32.83
Step 4	\$33.99	\$34.67	\$35.54	\$36.43
<u>Sergeant</u>				
Step 1	\$36.52	\$37.25	\$38.18	\$39.14
Step 2	\$37.91	\$38.67	\$39.64	\$40.63

- Probationary pay to be paid until completion of POSTC Academy and then officer moves to Step 1.

Section 3. Shift Differential Pay. Any Officer or Sergeant assigned to work between the hours of 3 pm and 11 pm will be paid shift differential of one dollar (\$1.00) an hour.

Any Officer or Sergeant assigned to work between the hours of 11 pm and 7 am will be paid shift differential of seventy-five cents (.75) an hour

Section 4. Longevity Pay. Employees who do not receive the educational allowance will be paid longevity pay based on their length of service to the District. If the employee receives credit payments as reflected in Article XX Section 1 of this agreement they will receive the longevity payment pro-rated.

5-9 or more years - \$500  
 10-16 or more years - \$1000  
 16 or more years or more - \$1500



Section 5. Pay Frequency. The District shall pay wages weekly.

Section 6. Additional Duty. When an Officer is required to and returns to work to perform additional duties or to complete work that could have been performed during his regular duty tour, and provided that the specific on-shift job duties prevented completion of such work during that shift, and when the hours so worked are not contiguous to the Officer's regular duty hours, the Officer shall be paid for any time worked in accordance with the applicable wage rate set forth in Section 2 or overtime rate as provided for in Section 5 for not less than three (3) hours of time. It is understood that this provision shall not apply where an error or omission on the Officer's part, such as situations where the Officer fails to sign a report or complete other basic/routine administrative tasks, causes the additional work. It is further understood that an Officer on additional duty may be asked to perform additional duty for the entire paid additional duty period.

Section 7. Rate of Overtime Pay. All overtime compensation shall be paid at the rate of one and one-half (1 1/2) times the applicable rate shown in Section 2 of this Article for all hours, or portions thereof, worked by an Officer in excess of his/her schedule.

Section 8. Distribution of Overtime and Other Extra Time. All Department Overtime, fill-in time, replacement time and other extra time shall be distributed to regular full-time Officers and two (2) Supernumerary Officers on a rotating basis, and said Officers shall have the right of first refusal for all such overtime and extra time. Only in the event that no such Officers are available or willing to work shall other Department Officers be used. The Chief shall have the option of offering such overtime or extra time to eligible Officers in increments of four (4) or eight (8) hours. An Officer who has been offered overtime or extra time in an increment of eight (8) hours shall have the option of accepting the entire eight (8) hours offered or accepting only a four (4) hour increment. However, the Officer accepting the entire eight (8) hours shall have preference

over the Officer only accepting four (4) hours.

Section 9. Supernumeraries/Auxiliaries. Supernumeraries who are working at the time, or are coming in on the next scheduled day, can be utilized as part of the order in procedure as long as this does not interfere with the Officer's normal job and if the Officer is available, and only after all other options have been exhausted by the overtime card system. Use of auxiliaries for downtown foot beats and parking enforcement is governed by the Memorandum of Agreement – Utilization of Auxiliary Officers, dated 4/2/14 and attached hereto and made a part hereof.

Section 10. Rate of Pay for Outside Work. All Officers shall be paid for all outside work at a rate equal to one and one-half (1 & ½) the top Sergeant rate of pay. There will be no retroactive pay for outside work performed prior to the signing of this Agreement.

- a. When an officer is contacted to work outside work with less than four (4) hours' notice, they will be paid an additional ten (\$10.00) dollars per hour in addition to the regular outside work rate.

## ARTICLE XII WORKWEEK

Section 1. Work Schedule. The workweek schedule for Officers shall be comprised of the following shifts as provided in the work schedule (option #1) 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 P.M., 11:00 p.m. to 7:00 a.m.; and shall not be changed except by mutual agreement between the District and the Union.

Section 2. Shift Assignments. All Officers and Sergeants shall be assigned to shifts in twelve (12) week blocks. Each twelve (12) week block shall be divided into one (1) eight (8) week period and one (1) four (4) week period, as shown in the attached work schedule. All Officers and Sergeants shall bid shifts every twelve (12) weeks for the next twelve (12) week block. The Sergeants bidding shall be based upon rank seniority, while Officers bidding shall be based upon department seniority. Each twelve (12) week block shall be further broken into four (4) slots for each work shift, dayshift, evening shift, and midnight shift. These slots will be



known as Slot A, Slot B, Slot C, and Slot D. All bidding of shifts and slots will be done by Officers and Sergeants based upon seniority as described in this section. At any time while three (3) Patrol Sergeants are employed by this department, there shall be one (1) Sergeant assigned to each work shift. Each Sergeant will bid a different shift and a different slot. If any conflict arises over the bidding of shift and slots, department seniority will prevail. The Chief will ensure that a new bid sheet is posted at least six (6) weeks before the beginning of each twelve (12) week block. All Officers and Sergeants shall bid for their desired shifts within two (2) weeks of the bid sheet being posted. If any Officer or Sergeant fails to bid within this time frame, he/she shall be assigned to an open shift and slot at the Chief's discretion and shall not be allowed to bump any other Officer who properly bid his/her shift. The finalized schedule shall be posted by the Chief at least three (3) weeks before the beginning of each twelve (12) week block.

Section 3. Minimum Staffing.

(a) A minimum of three (3) Officers will be assigned to a shift. However, when an Officer is reassigned a different shift as a floater, for purposes of this Section, such floater shall be presumed to have been assigned to his regular shift.

The District will maintain a minimum of two (2) Officers on duty on each shift. From 3:00 p.m. Friday until 7:00 a.m. Saturday and from 3:00 p.m. Saturday until 7:00 a.m. Sunday the District will maintain a minimum of three (3) Officers on duty on each shift. All other times a minimum staff of two (2) road Officers shall be maintained.

(b) If any Officer is sent out of the District but is expected to return within one-half ( $\frac{1}{2}$ ) hour, he/she shall be considered on duty for the purposes of minimum staffing. If he/she is not expected to return within one-half ( $\frac{1}{2}$ ) hour, he/she will not be counted for the purposes of minimum staffing. If an Officer is taking a car out of the District for repairs and servicing, a second car will follow and bring the Officer back. Both Officers will be considered on duty for



the purposes of minimum staffing while dropping off and picking up the vehicle.

(c) When staffing is at its minimum, the Chief, Second in Command and Detective will be counted and considered on duty for purposes of minimum staffing as back up and support to the remaining Officer on the road.

If the Chief, Second in Command and Detective are not available when staffing is less than minimum, the shift supervisor or a senior Officer in charge may call in an Officer to cover, as a backup and support for the duration of time that the minimum staffing is complied with (Officers returning to district).

#### Section 4. Shift Trading

(a) Individual Shifts. With the prior approval of the Chief, an Officer may voluntarily "trade" shift assignment with another Officer as long as such "trading" results in no additional cost to the District. (See Article VIII, Section 12).

(b) Shift Blocks. With the prior approval of the Chief, an Officer may voluntarily "trade" complete four (4) or eight (8) week bid shift blocks. If the Chief denies the request, the Chief shall provide reasons in writing.

Section 5. Outside Employment. Nothing in this Agreement shall prevent any Officer from holding employment outside of the Department, other than police work, as long as such employment does not conflict with the Officer's duties as a member of the Department and the Officer has notified the Chief in writing concerning the nature, scope and duties of such outside work in order to insure that no conflict exists between the outside work and the Officer's police duties. However, no Police Officer may become a member of any volunteer Fire Department or become Fire Marshall except the Officers exempted by the Agreement resolving Case No. MPP-10,447.

Section 6. Floater. The District may assign up to one (1) Officer to work as a floater to any

of the established shifts for a minimum of five (5) consecutive days, provided such assignment is made in reverse order of seniority, and provided such Officer shall receive notice of any change in his/her shift assignment at least 48 hours prior to the start of the new assignment. No floater may be scheduled to work consecutive shifts (i.e., 16 consecutive hours) or be scheduled to separate days off (i.e., split weekends) provided that the floaters shall not be precluded from eligibility for overtime assignments on the same basis as any other Officer. This Section shall not apply to any Officer when he/she is not the least senior Officer in the department.

Section 7. The Town and the Union agree to meet outside of the successor contract negotiations to address the scheduling needs of the Department. If an agreement is reached on an alternative work schedule, the new schedule will be implemented on a trial basis. At the completion of the trial the parties will meet and address issues that may have occurred and adjust the schedule accordingly prior to final implementation.

The parties acknowledge that any such changes are subject to ratification by both the Town and the Union. Failure by either party to ratify any such changes to the current schedule shall result in a return to the existing schedule.

### ARTICLE XIII OUTSIDE WORK

Section 1. Distribution. Outside work shall be distributed by the Chief to all Officers on a fair and equitable basis. Once outside work is accepted by an Officer he is committed to the decision and is not eligible for another assignment that day. Outside work shall be offered on a rotating basis to the Officer who has not been offered outside work for the longest period prior to the current outside work opportunity. When outside work coverage is needed within twenty-four (24) hours, an Officer will be selected through the use of the overtime card rotation system as a guide.

Section 2. Preference. First preference for outside work shall always be given to Officers

covered by this Agreement.

Section 3. Minimum Pay. Certified Regular Officers working on outside work shall be paid a minimum of four (4) hours at the applicable outside work rate of pay shown in Article XI of this Agreement, unless such outside work is for an educational or charitable institution in which case, the outside work rate shall be paid at a three (3) hour minimum. Outside work of more than four (4) hours duration, or more than three (3) hours duration for educational or charitable institutions, shall be paid at the aforementioned applicable outside work rate of pay calculated to the furthest one-half (½) hour.

Section 4. Outside Work on Holidays. Certified Regular Officers performing outside work on New Year's Eve, Sundays or Holidays, except school athletics and dances, shall be paid at a rate equal to twice that shown in Article XI of this Agreement.

Section 5. Cancellation. Cancellation by the hiring agency shall be no less than four (4) hours before the scheduled starting time of the outside work, and if cancelled with less than four (4) hours, the Certified Regular Officer, if awarded the detail, shall be paid the minimum of four (4) hours, except for educational and charitable institutions in which case a minimum of three (3) hours shall be paid to the Officer.

#### ARTICLE XIV HOLIDAYS

Section 1. Policy Statement. The District recognizes the following thirteen (13) days during the year as holidays for all its Officers. Holidays are not credited at the beginning of the year; rather, they must be earned as the holidays occur.

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day & Day After  
Christmas Day



Section 2. Eligibility for Holiday Leave Days. All Officers covered by this Agreement and who are full-time Officers of the Department shall be eligible for holiday leave in accordance with this Article. Temporary and part-time Officers are not eligible.

Section 3. Payment for a Holiday Leave Day. An Officer who is scheduled and works on a holiday, except Thanksgiving Day and Christmas Day, shall receive at his option either eight (8) hours pay at his regular base rate of pay plus eight (8) hours pay for holiday pay; or, eight (8) hours pay at his regular base rate of pay and another day off with pay in lieu of the holiday, known as Holiday Leave Day. An Officer whose scheduled day off falls on the holiday, including Thanksgiving Day and Christmas Day, shall have the option of receiving eight (8) hours pay at his regular base rate of pay or a Holiday Leave Day. On Thanksgiving Day and Christmas Day, an officer who is scheduled to work and does work the holiday shall receive eight (8) hours pay at time and one-half his regular rate of pay and receive a holiday leave day. Any officer who is ordered in to work or who voluntarily works a patrol shift on Thanksgiving Day or Christmas Day shall be paid at a rate of three times the officer's regular rate of pay.

Section 4. Scheduling of Holiday Leave Days.

(a) Requests. All requests for a holiday leave day shall be submitted to the Chief of Police or the Deputy Chief in writing during the fiscal year on which the holiday has occurred. All requests for holiday leave time shall be done in writing and submitted in as timely manner, as possible, with at least one (1) weeks advance notice prior to the date on which the leave is requested for. Denial of any holiday time requested under the above guidelines will include a written explanation from the Chief of Police or Deputy Chief. In the event that any employee wishes to use a holiday leave day with less than one (1) weeks advance notice, the employee shall submit that request to the Chief of Police or Deputy during the Chief's/Deputy's normal working hours and at least twenty-four (24) hours prior to the shift for on which the leave is

sought. The Chief of Police or the Deputy may grant the request at their sole discretion.

(b) Scheduling. The scheduling of Holiday Leave Days shall be upon mutual agreement between the Chief and the Officer, who shall be responsible to schedule such Holiday Leave Days at such a time and in such a way as to not hamper the normal operating efficiency of the Department.

(c) Conflict. In case of a conflict between Officers for a Holiday Leave Day, the Chief shall assign the day in conflict to the Officer who placed his request in writing to the Chief first chronologically. If a conflict still exists, the day shall be assigned to the Officer with greater seniority.

Section 5. Termination of Employment. Officers voluntarily resigning from employment with the Department or their survivor shall receive compensation for any Holiday Leave Days due and not yet taken.

## ARTICLE XV VACATION

Section 1. Eligibility. All Officers are eligible to receive vacations with pay in accordance with this Article. Temporary and part-time Officers are not eligible. Officers accumulate vacation time beginning at their Start Date and may utilize vacation time after their first six (6) months of Continuous Service. An Officer's vacation time bank is based on the fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup>. If during a particular fiscal year an Officer reaches an anniversary date which makes him eligible for an increase to the number of vacation days he receives, the additional vacation days will become available on the Officer's anniversary date. The additional vacation days shall be added to the Officer's bank in a lump sum and will be calculated at .77 hours per week from the Officer's anniversary date through June 30<sup>th</sup>.

Section 2. Length of Vacation.

Length of Continuous Service

Less than six (6) months

Days of Vacation

0

Six (6) months to less than One (1) year	Five (5)
One (1) year to less than Five (5) years	Ten (10)
Five (5) years to less than Ten (10) years	Fifteen (15)
Ten (10) years to less than Twenty (20) years	Twenty (20)
Twenty (20) years or more	Twenty-Five (25)

Section 3. Payments for Vacations. Payments for vacations shall be computed by multiplying the Officer's hourly rate of pay at the time which his vacation is taken times the number of days of vacation taken times eight (8). Such vacation pay shall be given to an Officer no later than his last day of work prior to his vacation, if so requested.

Section 4. Vacation Schedules.

(a) Requests. All requests for vacation time shall be submitted in writing for consideration by the Chief of Police or Deputy Chief no more than one (1) year from the date(s) being requested.

(b) Scheduling. All requests for vacation time which have been submitted for approval will be posted and maintained on a yearly calendar which is viewable to all Officers. The Chief of Police or Deputy Chief will make the decision to approve or deny all vacation requests as soon as possible, after taking into account upcoming events, staffing issues, or any other concerns which might impede on the normal operating efficiency of the Department. In any case, requests for vacation time in blocks of five (5) days or more, which have been submitted with more than thirty (30) days of notice, will be approved or denied no less than thirty (30) days from the dates requested. Requests for any vacation time which are submitted with less than 30 days of notice will be approved or denied as soon as possible thereafter. Consideration to approve or deny sooner will be given to situations which involve prepaid travel arrangements and/or reservations.

(c) Conflict. The Chief shall assign the vacation period in conflict to the Officer who placed his request in writing to the Chief first, chronologically. If a conflict still exists the day



shall be assigned to the Officer with greater seniority.

(d) Bumping. No Officer scheduled for a vacation in a multiple of one (1) workweek shall be "bumped" by an Officer requesting a single vacation day.

Section 5. Uses of Vacation Time. Vacation time may be taken in one-half (1/2) day increments, provided the shift has been covered as described in this Agreement. Officers may carry over from one year to the next up to five (5) vacation days per year to a maximum of twenty-five (25) total days or upon the Officer's request may be compensated for any unused vacation time. The request to carry over vacation time must be submitted in writing to the Chief by June 15<sup>th</sup>, otherwise the District will compensate the Officer for unused vacation days.

Section 6. Holiday Within Vacation Period. In the event a holiday observed by the District falls within an Officer's vacation period, the Officer shall have the option of having his vacation period extended by one day or receiving additional holiday pay for the day.

Section 7. Termination of Employment. Officers with ten or more years of service voluntarily resigning in good standing from employment with the Department or their survivor shall receive any unused vacation allowance for the current fiscal year. Officers with less than ten years of service voluntarily resigning in good standing shall receive accumulated vacation allowance pro-rated at .77 hours per week from July 1 to the date of voluntary resignation.

## ARTICLE XVI LEAVES OF ABSENCE

Section 1. Introduction. Unpaid leaves of absence may be granted to an Officer to maintain continuity of service in instances where unusual or unavoidable circumstances not covered by this Article require an Officer's absence. Leaves are granted on the assumption that an Officer will be available to return to regular duty when the conditions necessitating the leave permit. In no instances are leaves granted automatically, but must be requested by an Officer and approved by the District. It shall be within the District's discretion to approve unpaid leaves of absence.

The District shall establish the length of such leave. A bargaining unit member who fails to return to work after the expiration of the approved leave period shall be deemed to have voluntarily resigned.

Section 2. Sick Leave.

(a) Policy Statement. The District provides protection for its regular, full-time Officers against loss of income sustained because of illness. Sick leave is intended to protect an Officer against undue financial loss in the event of an illness of several days or longer. All Officers should save as much sick leave as possible to meet serious illness situations. Sick leave is NOT intended to extend vacation periods or holidays. Therefore, in order to qualify for holiday pay, the Officer must work his/her regularly scheduled hours for the workday preceding and the workday following the approved holiday used. If an Officer's medical condition requires the Officer to use sick leave immediately prior to or immediately following a paid approved vacation or holiday, the Officer must provide a note from a medical professional on his return work verifying (1) that the Officer was unfit to report to his scheduled shift due to a medical condition and (2) that the Officer is now fit to return to duty.

(b) Eligibility. Full-time Officers shall earn one (1) sick day for each month worked to a maximum accumulation of one hundred and ten (110) days. Sick pay will begin on the first (1) day of any illness. During sickness, the accumulation of days may be drawn upon to substitute for regular pay not earned because of absence due to illness.

(c) When Sick Pay is Paid. Sick leave benefits will be paid only for approved absences due to illness of an Officer or his spouse or children and for times when the Officer would normally be scheduled to work. A maximum of five (5) sick days may be used annually by an Officer due to illness of his spouse or children under eighteen (18) years old, where the

illness of a spouse or child under eighteen (18) years of age does not qualify for the Family and Medical Leave Act, as described in this Agreement.

(d) Notice of Sick Leave. Eligibility for sick leave benefits shall require notification to the Chief or his designee, prior to an Officer's scheduled work shift, that he is unable to work. Failure to notify the Chief in advance may void the claim for benefits. During absence because of sickness, the Officer must notify the Chief periodically of his progress so that the Chief may plan on his return.

(e) Physician's Statement. An Officer returning to work after an illness of four (4) or more consecutive sick days may be required to be examined by a physician at his expense and present a physician's statement to the Chief substantiating that he may return to work.

(f) Return to Work. Notice of an Officer's desire to return to work after an illness must be given in person or by telephone to the Chief so that scheduling adjustments can be made.

(g) Extended Sick Leave. Officers who are unable to return to work upon expiration of their accrued sick pay eligibility will be required to request an unpaid leave of absence for extended illness. Failure to apply for a leave of absence for extended illness upon expiration of sick eligibility shall result in disciplinary procedures.

(h) Workers' Compensation Sick Pay. If an Officer is injured on the job and loses time from the job because of this injury, he may wish to augment his Workers' Compensation or disability insurance payments by being paid the number of sick days to which he is entitled. In no case shall the combined benefits exceed one hundred percent (100%) of an Officer's normal salary.

(i) Severance Benefit. (1) Full time Officers hired prior to the signing of the 2011-2014 Agreement, or their survivors, shall be compensated for accumulated, unused sick days upon resignation in good standing, retirement, or death based on the years of service to the



District as described below. This severance benefit will not apply if the Officer resigns while not in good standing or is terminated for cause.

- (a) After completing five (5) full years and less than ten (10) full years: fifty percent (50%) of accumulated, unused sick time
- (b) After completing ten (10) full years and less than fifteen (15) full years: seventy-five percent (75%) of accumulated, unused sick time
- (c) After completing fifteen (15) full years: one hundred percent (100%) of accumulated, unused sick time

(2) Full time Officers hired after the signing of the 2011-2014 Agreement, or their survivors, shall be compensated for accumulated, unused sick days upon resignation in good standing, retirement, or death based on the years of service to the District as described below. This severance benefit will not apply if the Officer resigns while not in good standing or is terminated for cause.

- (a) After completing fifteen (15) full years and less than twenty (20) full years: twenty- five percent (25%) of accumulated, unused sick time
- (b) After completing twenty (20) full years: fifty percent (50%) of accumulated, unused sick time

(j) Sick leave shall be for a twenty-four (24) hour duration, relieving the Officer from obligations to the District for the period commencing with the beginning of the Officer's scheduled shift and ending with the start of the Officer's next scheduled shift. For the duration of the sick leave period, the Officer shall not be subject to call-in or engage in any departmental/Union business except where an emergency or exceptional situation occurs, such as

child care or family needs of one Officer that would require the Officer on sick leave to substitute for that Officer. Where an emergency or exceptional situation arises, the Officer will notify the Chief or his designee of the situation and reasons. Union representation, such as meetings with the Chief or the District, except where no other Union representative is available, does not qualify as an emergency or exceptional circumstance. (This is in accordance with the stipulated agreement settling SBMA 9798-A-1144).

- (k) Perfect Attendance Incentive. Each fiscal year any Officer/Sergeant that uses no sick time in a 4-month period of time will be awarded a perfect attendance day to a maximum of three (3) days a year. If sick time is used and is shown to be for family illness or injury those hours shall not count against the Officer/Sergeant. Perfect Attendance days must be used in the calendar year that they are awarded, and can't be carried over.

### Section 3. Funeral Leave.

- (a) Policy Statement. Officers bereaved by the death of a relative shall be granted time off from work without loss of pay according to the provisions of this Section.

- (b) Eligibility. All permanent, full-time Officers shall be eligible for the benefits contained in this Section beginning with their first (1st) full day of active employment.

- (c) Guidelines.

- 1. Immediate Family. When a death occurs in an Officer's immediate family, he will be compensated for the time actually lost from his regularly scheduled work, not to exceed five (5) consecutive work days not counting scheduled days off. "Immediate family" is defined as an Officer's spouse, children, step-children, parents or step-parents.

- 2. Relatives. When the death of an Officer's relative occurs he will be compensated for the time actually lost from his regularly scheduled work, not to exceed three (3)

consecutive work days not counting scheduled days off. "Relative" as defined as an Officer's sibling, grandparents, step-grandparents, grandchildren, step-grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

3. Approval. Any time off must be approved in advance by the Chief, or the Second in Command.

4. Compensation. Compensation allowance will not exceed eight (8) hours per day at straight time based on the Officer's salary.

5. Restriction on Compensation. Funeral Leave pay will not be paid in addition to any other allowable pay for the same day, such as holiday leave pay, sick pay, etc. The only exception to this will be when a death occurs in the family while an Officer is on vacation; in which case, additional vacation days may be granted to compensate for those days used as funeral leave. No Officer will be paid for any funeral leave that falls on his scheduled day off.

Section 4. Personal Leave. A paid leave of absence not to exceed four working days annually shall be granted to an Officer for compelling personal reasons, provided adequate arrangements can be made for the Officer's responsibilities during his absence. Such leave shall not affect an Officer's seniority, nor be changed to any other leaves outlined in this Article or Article XV. Unused personal leave shall be forfeited at the close of each fiscal year and no payments for unused personal leave will be made by the District.

Section 5. Military Leave. A partially paid leave of absence not to exceed ten (10) working days shall be granted to an Officer in order to allow him to participate in summer training exercises of a national guard or military reserve unit of which he is a member. An Officer



attending such exercises shall be compensated by the District for the difference between his normal weekly salary and his military pay.

Section 6.     Seniority. An Officer's seniority shall not be effected due to his absence under any provision of this Article.

Section 7.                             FMLA Leave. An Officer who is an "eligible Officer" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the Officer is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the District shall be required for FMLA leave situations involving the health of the Officer or family member. Officers on leave without pay shall not be credited with the monthly allotment of sick leave until return from such leave. The continuity of employment shall be preserved for purposes of seniority. Officers on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the Officers had continued to work; provided if the Officer fails to return to work, the Officer shall be liable for the retroactive premium payments in accordance with the FMLA.

## ARTICLE XVII INSURANCE

Section 1.     Coverages. The District shall provide and pay for the following coverages or their equivalent:

(a)     Hospitalization. A High Deductible Health Plan (HDHP) described in Appendix A (attached), for an Officer and his spouse and children, with a Health Savings Account (HSA) with preventative coverage as allowed by the carrier and in network coverage provided at 100%.

The deductible on the HDHP shall be \$1,500 per employee or \$3,000 for two person or family coverage, increasing on July 1, 2016 to \$2,000 per employee or \$4,000 for two person or family coverage. The annual deductible shall be funded at the start of the calendar year as follows: For employee coverage, the District shall pay into the employee's HSA \$1,000 of the \$1,500 deductible and for family coverage the District shall pay into the employee's HSA \$2,500 of the \$3,000 deductible. On July 1, 2016, for employees with two-person or family coverage, the District shall pay into the employee's HSA an additional \$500 towards the deductible. At the start of each calendar year thereafter during the term of this Agreement, for employee coverage the District shall pay into the employee's HSA \$1,000 of the \$2,000 deductible and for two person or family coverage the District shall pay into the employee's HSA \$3,000 of the \$4,000 deductible. The employee is not required to contribute the balance of the deductible, but if the employee chooses to do so such payment shall be on a pre-tax basis to the HSA through payroll deduction. The HSA shall be set up by a Trustee as allowed by federal and state law, the basic set up and monthly service fee to be paid for by the District for such Trustee. Contributions made by the District to the HSA will roll over from year to year in the employee's HSA account. The District shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment and the HSA and any accrued interest at the time of separation shall remain with the individual. It is understood that the District is not responsible for reimbursing any out of network expense. If at any time during the life of the Agreement the deductible levels described above do not comply with Section 223 of the Internal Revenue Code and its interpretative regulations, the District shall have the right to adopt the next higher deductibles that comply with Section 223 of the Internal Revenue Code and its interpretative regulations. The District also reserves the right to make any changes necessary as a result of any federal or state regulations and/or legislation. In the event that the current plan

design is anticipated to incur liability for the excise tax set forth in the Affordable Care Act, 26 U.S.C. §49801(b)(C), the Union and the District agree to reopen and renegotiate Article XVII of this Agreement.

(b) Weekly Indemnity. Short term (26 weeks) weekly indemnity insurance paying \$50.00 weekly for an Officer.

(c) Life Insurance. A basic life insurance policy of \$100,000 for an Officer, effective upon signing.

(d) False Arrest. An insurance against false arrest suits, on or off duty, but only while acting as a policeman, in a minimum sum of \$100,000/\$300,000 for an Officer.

(e) Dental Insurance. A Dental Plan as outlined in Appendix A-2 or the equivalent for an Officer, his spouse and children.

(f) Effective July 1, 1982, employees who retire after that date shall continue to be provided the aforementioned insurance in the group plans at their own expense. This option shall also be available to the widow of a deceased Officer.

(g) Each Officer who elects insurance coverage shall contribute the following amounts toward the cost of his/her coverage.

- Retroactive to July 1, 2015 - 11% of the premium cost
- Effective July 1, 2016 - 11% of the premium cost
- Effective July 1, 2017 - 11% of the premium cost

(h) The District shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the Officers' share



of health insurance premiums for those Officers who complete and sign the appropriate wage deduction form. The District shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the Officer insurance premium contributions. Neither the Union nor any Officer covered by this Agreement shall make any claim or demand nor maintain any action against the District or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the Officer tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the Collective Bargaining Agreement and the carrier's insurance plan.

(i) Voluntary Waiver of Insurance - Because an Officer is not permitted to receive the District's insurance benefits and simultaneously be covered by a spouse's insurance benefits, Officers shall have the opportunity to elect to voluntarily waive the District provided health insurance described in this Article. Any Officer who wants to elect, on a completely voluntary basis, to waive District provided health insurance coverage shall sign a voluntary waiver of coverage form prior to the beginning of any contract year to receive the amounts described below for that particular contract year. If an employee with single coverage waives such coverage for that particular contract year, the District will pay the employee one thousand dollars (\$1,000.00). If an employee with family coverage (two persons or more covered) waives such coverage for that particular contract year, the District will pay the employee two thousand five hundred dollars (\$2,500.00). The above-referenced dollar amounts for waiving insurance coverage are annual amounts. After any six (6) month period in which an employee continuously waives insurance coverage in accordance with this Agreement, the employee will

be paid one-half (½) the applicable annual dollar amount referenced above; an employee who waives coverage for less than six (6) continuous months will not be entitled to any payment described in this Agreement. Employee(s) who select the insurance buyout option shall be eligible to receive a buyout amount that reflects only the level of coverage the employee(s) would otherwise be qualified to obtain pursuant to the qualification provisions of the insurance policy. Any employee who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying the District Clerk in writing. Upon receipt of such notification, the District Clerk will contact the applicable insurance carriers and request reinstatement of the employee under District provided health insurance coverage. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underlying carriers.

#### ARTICLE XVIII RETIREMENT PLAN

Section 1.     Policy Statement. The State of Connecticut Municipal Employees Retirement Fund B shall continue in effect for the term of the Agreement subject to the provision of Part 11 of Chapter 113 of the Connecticut General Statutes.

#### ARTICLE XIX GRIEVANCE PROCEDURE

Section 1.     Policy Statement. It shall be the policy of the District to give individual Officers an opportunity to discuss their grievances in order to find a mutually satisfactory solution as rapidly as possible. In the presentation of grievances at any level, Officers are assured of

freedom from restraint, interference, discrimination or reprisal. "Union" and "Officer" are used interchangeably in this Article with the understanding that either the Union or the Officer, but not both, can file and process a grievance.

(a) A grievance is defined as a dispute filed by a bargaining unit member or a group of bargaining unit members over the alleged misinterpretation or misapplication of a specific provision of this Agreement as it affects the employer-employee relationship.

Section 2. Grievance Process. All grievances as to matters covered by this Agreement shall be processed in the following manner:

(a) Appeal to Chief. An Officer or the Union having a grievance involving the alleged misinterpretation or misapplication of this Agreement shall first informally discuss such complaint or grievance with the Chief or, in his absence, the Deputy Chief. If the matter remains unresolved, then the Officer and/or Union shall submit such complaint or grievance in writing to the Chief or, in his absence, the Deputy Chief, within fifteen (15) days after the complaining Officer became aware or should have become aware of the incident constituting such grievance. If the grievance is not submitted first informally, and then in writing within this fifteen (15) day period, it shall be deemed waived. The Chief or, in his absence, the Deputy Chief, shall answer the written complaint or grievance in writing within five (5) working days from the receipt of the same.

(b) Appeal to District. If the written reply to the grievance is not satisfactory to the Officer or the Union, the Officer or the Union may within seven (7) days after the date of the reply, submit an appeal in writing to the District. The appeal should state in sufficient detail the position related to that grievance. If said grievance involves a matter of suspension from duty or dismissal of an Officer, said District shall meet to consider said grievance within fifteen (15)



days of the receipt of same. All other grievances shall be considered at the next regularly scheduled meeting of said District. The District shall invite the grievant or Union to be present at the meeting along with the Chief or his designee. It is understood that time spent at the appeal meeting is unpaid time unless the Officer is otherwise scheduled at that time. The Union/grievant and the Chief/Chief's designee may be asked by the District to respond to any questions the District may have concerning the grievance and/or denial thereof. A decision shall be reduced to writing and shall be delivered to the aggrieved Officer and the Union within fifteen (15) days of the date of the District's meeting at which the appeal was heard.

(c) Appeal to Board of Arbitration. If an appeal to the District fails to resolve the grievance, only the Union may, within thirty (30) days of receipt of the decision on the appeal, submit a request in writing to the State Board of Mediation and Arbitration (the Board) for arbitration of the grievance. Said Board shall have no authority to change, modify or otherwise amend this Agreement.

The Board may only hear and decide a grievance based upon an alleged misinterpretation or misapplication of a specific provision(s) of this Agreement. The Board shall be bound by and comply with all the terms of this Agreement. In grievances involving disciplinary actions, the Board shall have the power to uphold the action of the District or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate, suspend or discharge Officers with or without full back pay and benefits. The decision of the Board shall be final and binding upon both parties and all Officers during the life of this Agreement, except to the extent that it is appealable pursuant to §52-418 of the Connecticut General Statutes. The arbitrator shall not have authority to add to, subtract from or to make changes in terms and provisions of this Agreement.

(d) Arbitration Costs. All costs incurred as a direct result of the use of the aforementioned Board, regardless of the Board's decision, shall be shared equally by the Union and the District.

(e) Class Action Grievances. Class action grievances occur when there is more than one grievance on a specific provision in the Agreement. In the event that there is a class action grievance, only one (1) grievance will be processed to Arbitration; the others will be held at the District Level until the Arbitration Award, at which time all the grievances will be resolved by the Award.

(f) Complaints Concerning Dismissal and Suspension of More Than 20 Days.  
In the event of a dismissal or suspension without pay exceeding twenty (20) work days, the Officer or

Union shall be entitled to appeal directly to the State Board of Mediation and Arbitration in accordance with Subsection (c) of this Section, except that such appeal shall be made within ten (10) days of the date on which the Officer received notice of his/her dismissal or suspension.

Section 3. Interim Mediation. The mediation services of the State Board of Mediation and Arbitration may be requested by mutual agreement after completion of the process outlined in Section 2(b) of this Article.

Section 4. Adjustments. All adjustments of grievances processed under the procedure contained in this Article shall be retroactive to the time the grievance was first submitted in writing by the aggrieved Officer or the Union to the Chief.

Section 5. Time Limit Settlement. A grievance shall be considered settled if the grievance is not presented to the next higher step under the procedure contained in Section 2 of this Article within the time limit prescribed by said procedure.

Section 6. Grievance Leave.

- (a) Participation in Grievance Procedure. The aggrieved Officer, the President, the Vice President or the Steward shall be granted a leave of absence without loss of pay for the time required to participate in any grievance procedure herein set forth if they are otherwise scheduled to work.
- (b) Discussion During Working Hours. After submitting a grievance, the aggrieved Officer and the Steward shall be permitted to discuss said grievance during regular working hours without loss of pay at a time that the Chief shall designate, but such time spent in discussion shall not exceed one-half (½) hour and shall not interfere with work.

ARTICLE XX  
DISCIPLINARY ACTIONS

Section 1. Policy Statement. An Officer may be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined for just cause.

Section 2. Internal Complaints and Procedures.

- (a) If any Officer is disciplined in any manner and, in the judgment of such Officer, such action was taken by the District without just cause, the Officer or Union may appeal such action pursuant to the grievance procedures set forth in Article XIX of this Agreement.
- (b) Any and all notices, communications and memorandums regarding any departmental internal investigation, official inquiry, or pending/actual disciplinary action in excess of a written warning, shall be made in writing by the Chief of Police or the Second in Command and given to the affected Officer in person with a copy to the Union President within 48 hours. Issues involving union members shall not be discussed with any persons other than the Chief of Police, Second in Command, the affected Officer, and the union representative, except as may be required by law or procedure.



Section 3. Civilian Complaints and Procedures. Any charge or complaint by a member of the public against any Officer may be made, said complaint shall include particular description of the acts or conduct complained of. It shall include the names and witnesses and their addresses, if any. The Steward and the Officer involved shall be immediately informed of such complaint with a copy to the Steward, the Officer and the President of the Union, on the complaint notice form currently used. The alleged misconduct shall be described in enough detail to advise the Officer of the actual accusation. Within twenty-four (24) hours, an investigation shall be initiated by the Chief. The accused Officer shall have the right to provide a written accounting of the events complained of. The Officer and the Union shall be supplied with a copy of the full complaint upon its receipt. If an Officer disagrees with the Chief's determination following an investigation of such a complaint, the Officer may utilize the grievance procedure described in Article XIX of this Agreement.

(a) Reasonable Hours. Any questioning of the Officer shall be conducted at a reasonable hour normally when the Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief.

(b) Rights of Officer Questioned. If the Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.

(c) Right to Counsel. The Officer shall have the right to be represented by counsel of his choice when such investigation relates to the Officer being charged with a criminal offense. If

the Officer so desires, a Union representative may be present during any questioning which may lead to suspension, demotion, dismissal or arrest.

Section 4. Legal Rights. Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut and any other federal or state statutes.

Section 5. Suspension Without Hearing. No Officer shall be suspended from his duties without pay until a disciplinary hearing has been conducted, the Officer and the Union being notified of the hearing in writing at least five (5) working days in advance.

Section 6. False Complaints. If a false complaint or allegation is made against any Officer, the Chief, the Union and the Officer involved will meet to review the charges and discuss whether or not the matter should be presented for appropriate criminal prosecution. In the event a criminal complaint is made as a result of the false complaint, written documentation of the prosecutor's written or verbal decision not to proceed shall be provided by the Chief of Police to the Officer and Union upon receipt from the prosecutor.

Section 7. Internal Investigations Length of Investigations and Conclusions.

1. Internal Affairs investigations will be conducted and completed as promptly as practical depending on the type of investigation.
2. Any investigation which exceeds twenty-five (25) calendar days, the investigator or the Chief of Police must notify the affected employee and the Union President and provide an expected date of completion.
3. At the conclusion of any internal investigation the affected employee, the steward and the Union President will be notified in writing that the investigation has been concluded.
4. The affected employee and the Union will be provided a copy of the entire Internal Affairs investigation at least ten (10) days prior to any potential disciplinary meetings.

5. The investigative conclusion must also provide the specific rules, regulations or department policies the employee has violated.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

- Section 1.     Food Allowance. Officers shall be paid a food allowance of fifteen dollars (\$15.00) per man for all meals taken while on assignment more than five (5) miles from the District, where meals are not otherwise provided.
- Section 2.     Hats. Officers shall not be required to wear hats in police cruisers.
- Section 3.     Copies of Agreement. The District shall give to each present Officer, and to each new Officer when he is hired, a copy of this Agreement.
- Section 4.     Education Materials. The District shall, after approval by the District, reimburse any money spent for books by an Officer enrolled in a law enforcement course for college credits upon the successful completion of each semester's work.
- Section 5.     Lay-Offs. The Officer with the least seniority shall be laid off first in the event there is a reduction in the force. Recall shall be by seniority. No new Officer shall be appointed to the Department until all Officers on layoff are offered an opportunity to return. An Officer's seniority shall not be affected by any such lay-off.
- Section 6.     Personnel Files. Each Officer shall have the right to inspect his personnel file upon request to the Chief.
- Section 7.     Court Appearances.
- (a)     Officers who are required to appear in court as a result of his/her performance of police duties, for either a criminal case or a civil case, shall receive appropriate pay from the District pursuant to Article XI, Section 2. If an Officer is called in for a court appearance on his/her regularly scheduled off duty hours, he/she will be paid for not less than three hours at the



time and one-half rate.

(b) If an Officer receives pay from the court or a private attorney, such pay up to that provided by the Town shall be turned back upon receipt by the Officer.

## ARTICLE XXII EDUCATIONAL ALLOWANCE

Section 1. The District shall pay annually one thousand dollars five hundred (\$1,500.00) for all Officers

who hold a Master's Degree, Law Degree (J.D.) or Ph.D. degree, one thousand dollars (\$1000.00) for all Officers who hold a Bachelor's Degree, seven hundred dollars (\$700.00) for all Officers who hold an Associate's Degree, and ten dollars (\$10.00) per credit to all Officers who have earned credits in police administration or any related field, provided said credits have been earned while the Officer has been a member of the District's Police Department. Only those Officers who have successfully completed their probationary period shall be entitled to receive the educational allowance described.

### Section 2.

The above educational allowance will have the following schedule for increase based on the employee's length of service;

5 or more years – 25%  
10 or more years – 50%  
15 or more years– 75%  
20 or more years – 100%

## ARTICLE XXIII STABILITY OF AGREEMENT

Section 1. Amendments. No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE XXIV  
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Section 1.     Policy Statement. Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges of either party, except those specifically abridged or modified by this Agreement.

ARTICLE XXV  
TRAVEL TIME FOR TRAINING

Officers, other than non-certified Officers, participating in and traveling to pre-approved offsite mandatory training programs shall be paid for travel time only in excess of their regular commuting time from home to the Police Department. Any time an Officer uses their personal vehicle for travel to training, they will be reimbursed at the IRS rate at the time of travel, with mileage determined by using the "Mapquest" most direct route method. Where the Officer uses a department vehicle when such vehicle is available as determined by the Chief or his designee, and such training is within Windham County, the Officer shall not receive any additional compensation for his/her commute to and from training. The Chief or the Deputy Chief shall determine if the Officer will use a department vehicle or their personal vehicle to travel to training.

ARTICLE XXVI  
CANINE OFFICERS/UNIT

This article is replacement language to the current Canine MOA dated August 17, 2007 and will become current language upon approval and ratification of this agreement.  
Canine Handler and Unit.

Selection and Removal

1. The Chief shall have the right to assign an officer as a department canine handler. The selection of the canine handler will be through a selection process chosen by the Chief which is clearly defined and posted for a minimum of three (3) weeks.
2. The Chief reserves the right to discontinue an officer's assignment as canine handler if the Chief has documented facts and circumstances to support that action and such facts and circumstances have been provided in writing to the handler and the union. Any involuntary removal of an officer from the Canine Unit shall be subject to the grievance process.

### Canine

1. The Chief retains the final decision related to selection of any department canine and the location where that canine originates.
2. The Putnam Special Services District will maintain ownership of any department canine until such time as it may choose to relinquish such ownership. In cases where the age or ability of any canine requires the canine to be retired, the handler will be given the opportunity to retain ownership of said canine.
3. The Putnam Special Services District will hold responsibility for comprehensive and liability insurance coverage at any time while the canine is considered on duty or off duty.
4. The Chief will ensure that the canine handler and canine (the canine team) attends a basic certification training of the Chief's choice, along with any mandated re-certification training as deemed necessary. Any officer attending such training will be compensated in accordance with the applicable provisions of the collective bargaining agreement.
2. The Chief will adjust scheduling to accommodate the training hours required for a canine team.

### Housing

1. It is expected that any department canine will be housed within the handler's home and not be subjected to an exterior kennel.
2. At no time will a department owned canine be housed or left in the care of another individual without the prior authorization of the Chief.
3. The handler will be allowed to house his/her assigned canine at a professional kennel, chosen by the Chief with input from the handler, for a number of days equal to the vacation days earned by the handler per the current collective bargaining agreement. All costs related to the kenneling will be paid for by the Putnam Police Department.

### Care

1. A department owned canine will be cared for by a veterinarian chosen by the Chief with input from the handler. The cost of examinations or treatments will be covered by the department. It will be the responsibility of the handler to schedule, transport, and ensure that his/her assigned canine is current with medical requirements and examinations without additional compensation. For basic examinations the handler is encouraged to have them conducted during work hours if possible.
2. The type, brand and location where food and supplements are purchased at the cost of the department and will be the decision of the Chief with consideration of input from the handler. It will be the responsibility of the handler to transport any supplies without additional compensation, and to ensure that a sufficient supply of food is maintained at his/her home. No animal other than a department owned canine will be allowed to consume food or supplements purchased by the department.
3. All costs for grooming or bathing shall be the responsibility of the Special Services District.



### Vehicle

1. The canine handler will be assigned a police vehicle chosen by the Chief. This vehicle will be equipped and marked as a canine vehicle. The handler will be allowed to use this vehicle portal to portal along with any other detail authorized by the Chief. It is understood that the assigned canine vehicle will not be utilized for personal use. The handler is permitted to utilize the vehicle off duty when the vehicle is being used for canine purposes, such as purchasing food, grooming and any other type of activity that may be deemed necessary.
2. If the assigned canine vehicle is being repaired or otherwise disabled, the handler will be assigned to a temporary vehicle if available.
3. It will be the responsibility of the canine handler to ensure that his/her assigned vehicle is properly maintained by the current monthly maintenance and safety check, or any other repairs needed.
4. It will be the responsibility of the handler to ensure that his assigned vehicle is kept clean and equipped for duty.

### Uniform and Equipment

1. The canine handler will be issued a BDU type uniform chosen by the Chief with input from the handler. He will be issued four (4) sets of pants, three (3) winter shirts, four (4) summer shirts, a set of nylon gun belt gear, a baseball style hat, and one (1) set of insulated coveralls.
2. The cost to clean and maintain uniform and equipment will be the same as that described in the collective bargaining agreement as it concerns patrol officers.
3. Any specialized equipment required for the canine will be at the cost of the department.

### Salary and Benefits

1. Any Officer assigned as canine handler will maintain salary and benefits as determined by the current collective bargaining agreement.
2. In addition to his/her normal pay, any canine handler will receive an additional six tenths of one hour (0.6) of pay on each regularly scheduled work day, paid at time and one-half (1 ½) the handler's regular rate of pay, as compensation for the off duty extra duties described in this agreement.

The parties agree that this additional compensation shall be approximately equivalent to the amount of time it takes during off duty hours to care for, feed and groom the canine above and beyond time spent doing so during the normal scheduled workday. No additional compensation shall be paid to the handler on any day that his assigned canine is housed at a professional kennel. Any overtime hours, or money allotted for the handler's obligation to care for the canine, as described in this paragraph, will not be counted as hours worked as it relates to an order-in situation.

3. Any hours worked beyond the canine handler's eight (8) hour work day, or on any hours worked on a scheduled/approved day off will be paid at the handler's overtime rate of 1 ½ times his regular pay rate. Any call out authorized by the Chief will be paid at a minimum of three (3) hours.
4. The canine handler(s) will be allowed to bid for any shift as permitted under

the terms of the current collective bargaining agreement.

5. The canine handler (s) will be allowed to maintain his placement in the normal rotation for patrol overtime. Any additional hours worked while on canine call outs will be applied when considering order-in status.

## Article XXVII Detective Division

### Selection and Removal

1. The Chief shall have the right to assign an Officer/Sergeant as a Detective. The selection of the Detective will be through a selection process chosen by the Chief which is clearly defined and posted for a minimum of three (3) weeks.
2. In addition to the above, anyone assigned as a detective must have a minimum of three (3) years' experience as a Putnam Police Officer unless there is a need to fill said position and no candidates who have applied possess the required years of service.
3. The Detective Division of the Putnam Police Department will maintain a minimum of one (1) Detective at all times. The Chief shall fill the minimum detective division within sixty (60) days from the time the vacancy occurred. A vacancy occurs when someone is either demoted or is off the "books" in that particular position.
4. The Chief reserves the right to discontinue an Officer/Sergeant's assignment as a Detective if the Chief has documented facts and circumstances to support that action and such facts and circumstances have been provided in writing to the Detective and the union. Any involuntary removal of an officer from the Detective Division shall be subject to the grievance process.

### Hours of Work

1. Detectives will generally work an administrative schedule, Monday through Friday with hours of work reflecting the comparable hours to the normal patrol schedule. The Chief may permit the Detectives to flex their scheduled hours upon request.
2. When the Putnam Police Department has more than one (1) Detective, the Chief may assign one Detective to the evening shift if needed. The shifts for Detective will be filled first by volunteers, then by seniority in the bargaining unit.

### Vehicle

1. Any Officer/Sergeant assigned to the Detective Division will be assigned an appropriate un-marked vehicle to be used to operate from portal to portal and/or to promptly respond to any call outs. The responsibility of all costs related to the assigned vehicle will be the responsibility of the Putnam Police Department.
2. The assigned vehicle will be equipped with a fixed radio and any other equipment needed to perform the functions of the position. All equipment which may be necessary will be the responsibility of the Putnam Police Department.



3. When the detective(s) assigned vehicle becomes inoperable they will be assigned another unmarked vehicle until the vehicle being repaired has been returned to full service.

#### Uniform and Equipment

1. The Detectives will wear business casual civilian attire unless otherwise required to perform duties that may require a uniform.
2. The Chief of Police will ensure that any equipment, including pistol holsters and magazine holders, handcuff cases, radio holders and other pieces of police equipment shall be provided at no cost to the Detective.

#### Salary and Benefits

1. The detective(s) will receive four (4) hours of compensatory time a month for the being in on call status for the Putnam Police Department. The compensatory time must be used prior to the end of each fiscal year and shall not count as actual hours worked.
2. When the detective(s) are required to work hours outside their regularly assigned hours they will receive all the same benefits of overtime pay as provided in the collective bargaining agreement.

### Article XXVIII

#### Promotions to Sergeant

##### Section 1. Posting and Requirements

1. The Chief shall promote employees to the rank of Sergeant when a vacancy occurs within the rank of Sergeant the position must be filled within sixty (60) business days dating back to the time the position became vacant.
2. The Chief shall post a clearly defined notice to all employees for a minimum of three (3) weeks.
3. The selection process which will create the promotional lists will require a minimum of a written examination which all potential candidates will be paid to take at the same time as all other candidates unless a candidate has a documented and accepted emergency, or has been assigned on military leave.
4. The promotion to the rank of Sergeant shall require a minimum of five (5) years of police experience for the Putnam Police Department.
5. The minimum years in service requirement for Sergeant may be waived if no candidate eligible for the promotions has applied.
6. If there is no candidate for the promotions mentioned above the Chief shall meet with the union to discuss a waiver of the required times mentioned in this article.
7. If the Chief of Police has facts and circumstances which may lead to a demotion from Sergeant, he/she must provide those facts and circumstances to the effected employee in writing and shall have a meeting with the union and the employee.

##### Section 5. Sergeant Hours of Work



1. There Putnam Police Department shall maintain a minimum of three (3) Sergeants positions, one (1) assigned to each shift. Those positions will fall under the same bidding rules that are currently in place.
2. Within one year of promotion, Officers promoted to the rank Sergeant shall attend a POSTC approved First Line Supervisors course at the cost of the Putnam Police Department.

Section 6. Sergeant Salary and Benefits

1. Upon being promoted to the rank of Sergeant will be moved the step 1 Sergeant pay grade as outlined in the wages section of this agreement.

Section 7. Sergeant Uniform

1. A Sergeant will be required to wear chevrons with three stripes on both sleeves.

Section 8. Shift Bidding and Seniority

1. Shift bidding will be decided by the date of promotion to rank. Slot bidding shall be decided by date of hire

**Article XXIX**  
**Boot/Shoe Allowance**

Each fiscal year The Putnam Police Department will provide each Officer/Sergeant with a seventy-five-dollar boot/shoe allowance to employees who have completed one (1) year of service.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**UNITED PUBLIC SERVICE EMPLOYEES  
UNION/COPS DIVISION**

**SPECIAL SERVICES DISTRICT OF  
PUTNAM**

BY: \_\_\_\_\_  
Michael Termini, Local President

BY: \_\_\_\_\_  
Gloria Marion, Chairman, Putnam SSD

BY: \_\_\_\_\_  
Kyle Maheu, Negotiations Team


BY: \_\_\_\_\_  
Kevin E. Boyle, UPSEU President

BY: \_\_\_\_\_  
Kathy Zamagni, Putnam SSD

BY: \_\_\_\_\_  
Jeremy Powell, Labor Representative

BY: \_\_\_\_\_  
James D. Taylor, Putnam SSD

**APPENDIX A  
OUTLINE OF HEALTH INSURANCE BENEFITS**

<b>SUMMARY OF BENEFITS</b>		
<b>Cigna Health and Life Insurance Co.</b> <b>For - Eastern Connecticut Health Insurance Program (ECHIP) Choice</b> <b>Fund Open Access Plus HSA Plan</b>		
<b>Selection of a Primary Care Provider</b> - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit <a href="http://www.mycigna.com">www.mycigna.com</a> or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.		
<b>Direct Access to Obstetricians and Gynecologists</b> - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit <a href="http://www.mycigna.com">www.mycigna.com</a> or contact customer service at the phone number listed on the back of your ID card.		
<b>Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.</b>		

<b>Plan Highlights</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 100%	Your plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	300%
<b>Contract Year Deductible</b>	Individual: \$2,000 Family: \$4,000	Individual: \$4,000 Family: \$8,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network deductible. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.</li> <li>This plan includes a combined Medical/Pharmacy plan deductible.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy deductible.</li> </ul>		
Note: Services where plan deductible applies are noted with a caret (^)		

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Plan Highlights		In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>		Individual: \$2,000 Family: \$4,000	Individual: \$8,000 Family: \$16,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Abuse covered expenses contribute towards your out-of-pocket maximum.</li> <li>All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket.</li> </ul>			
Benefit		In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)			
<b>Physician Services</b>			
<b>Physician Office Visit</b>			
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul>		Your plan pays 100% ^	Your plan pays 80% ^
<b>Surgery Performed in Physician's Office</b>		Your plan pays 100% ^	Your plan pays 80% ^
<b>Allergy Treatment/Injections</b>		Your plan pays 100% ^	Your plan pays 80% ^
<b>Allergy Serum</b>			
Dispensed by the physician in the office		Your plan pays 100% ^	Your plan pays 80% ^
<b>Preventive Care</b>			
<b>Preventive Care</b>		Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>			
<b>Immunizations</b>		Your plan pays 100%	Your plan pays 80% ^
<b>Mammogram, PAP, and PSA Tests</b>		Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>			
<b>Inpatient</b>			

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<b>Inpatient Hospital Facility</b>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Short-Term Rehabilitation</b> Contract Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy, Cardiac Rehabilitation and Chiropractic Care – 60 days</li> <li>Includes Speech, physical, and occupational therapy for the treatment of Autism Spectrum Disorder.</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.</b>		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> <li>16 hour maximum per day</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>60 days maximum per Contract Year</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>	Your plan pays 100%	Your plan pays 80% ^
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^

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<b>Routine Foot Disorders</b>	Not covered	Not covered
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.		
<b>Hearing Aid</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> <li>Includes testing and fitting of hearing aid devices covered at PCP or Specialist Office visit level</li> <li>Coverage through age 12</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^
<b>Wigs</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^

Place of Service - your plan pays based on where you receive services								
Note: Services where plan deductible applies are noted with a caret (^)								
Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lab and X-ray	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging	Plan pays 100% ^	Plan pays 80% ^	Not Applicable	Not Applicable	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...								
Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit								
Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^			
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Not Applicable			
* Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.								
Benefit	Inpatient Hospital and Other Health Care Facilities			Outpatient Services				
	In-Network		Out-of-Network	In-Network		Out-of-Network		
Hospice	Plan pays 100% ^		Plan pays 80% ^	Plan pays 100% ^		Plan pays 80% ^		
Bereavement Counseling	Plan pays 100% ^		Plan pays 80% ^	Plan pays 100% ^		Plan pays 80% ^		
Note: Services provided as part of Hospice Care Program								
Note: Services where plan deductible applies are noted with a caret (^)								

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Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit
Note: Services where plan deductible applies are noted with a caret (^)								

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Abortion</b> (Elective and non-elective)	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Family Planning - Men's Services</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Includes surgical services, such as vasectomy (excludes reversals)										
<b>Family Planning - Women's Services</b>	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
<b>Bariatric Surgery</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

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Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.						
The following are excluded:						
<ul style="list-style-type: none"> <li>medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.</li> <li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li> </ul>						
Note: Services where plan deductible applies are noted with a caret (^)						
Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	Plan pays 10C% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^
Travel Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant						
Note: Services where plan deductible applies are noted with a caret (^)						

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient Facility				
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network			
Mental Health	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^			
Substance Abuse	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^			
Note: Services where plan deductible applies are noted with a caret (^)									
<b>Note:</b> Detox is covered under medical									
<ul style="list-style-type: none"><li>• Unlimited maximum per Contract Year</li><li>• Services are paid at 100% after you reach your out-of-pocketmaximum.</li><li>• Inpatient includes ResidentialTreatment.</li><li>• Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.</li></ul>									
<b>Mental Health and Substance Abuse Services</b>									
<b>Mental Health/Substance Abuse Utilization Review, Case Management and Programs</b>									
Cigna Behavioral Advantage - Inpatient and Outpatient Management									
<ul style="list-style-type: none"><li>• Inpatient utilization review and case management</li><li>• Outpatient utilization review and case management</li><li>• Partial Hospitalization</li><li>• Intensive outpatient programs</li><li>• Changing Lives by Integrating Mind and Body Program</li><li>• Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.</li><li>• Narcotic Therapy Management</li><li>• Complex Psychiatric Case Management</li></ul>									
<table><tr><td>Pharmacy</td><td>In-Network</td><td>Out-of-Network</td></tr></table>							Pharmacy	In-Network	Out-of-Network
Pharmacy	In-Network	Out-of-Network							

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<p><b>Cigna Pharmacy three-tier coinsurance plan</b></p> <ul style="list-style-type: none"> <li>• Patient is responsible for the applicable coinsurance based upon the tier of the dispensed medication.</li> <li>• Self Administered injectable and optional injectable drugs - includes infertility drugs</li> <li>• Oral contraceptives included</li> <li>• Includes oral contraceptives - with specific products covered 100%</li> <li>• Lifestyle drugs included - limited to sexual dysfunction</li> <li>• Oral Fertility drugs included</li> <li>• Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul>	<p><b>Retail - 30 day supply</b>  Generic: You pay 0%  Preferred Brand: You pay 0%  Non-Preferred Brand: You pay 0%</p> <p><b>Home delivery - 90 day supply</b>  Generic: You pay 0%  Preferred Brand: You pay 0%  Non-Preferred Brand: You pay 0%</p>	<p><b>Retail</b>  You pay 50%  Your plan pays 50%</p> <p><b>Home Delivery</b>  Not covered</p>
<p><b>Pharmacy Program Information</b></p>		
<p><b>Pharmacy Clinical Management and Prior Authorization</b></p> <ul style="list-style-type: none"> <li>• Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.</li> <li>• Plan exclusion edits are always included.</li> <li>• Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.</li> </ul>		

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Pharmacy Program Information	
<b>Prescription Drug List:</b> <ul style="list-style-type: none"> <li>Cigna Standard Prescription Drug List</li> </ul>	
<b>Specialty Pharmacy Management:</b> <ul style="list-style-type: none"> <li>Clinical Programs                             <ul style="list-style-type: none"> <li>Prior authorization is required on specialty medications but quantity limits may apply.</li> <li>Theracare® Program</li> </ul> </li> <li>Medication Access Option                             <ul style="list-style-type: none"> <li>Retail and/or Home Delivery</li> </ul> </li> </ul>	
Additional Information	
<b>Case Management</b> Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.	
<b>Comprehensive Oncology Program</b> <ul style="list-style-type: none"> <li>Care Management outreach</li> <li>Case Management</li> </ul>	Included
<b>Health Advisor - A</b> Support for healthy and at-risk individuals to help them stay healthy <ul style="list-style-type: none"> <li>Health and Wellness Coaching</li> <li>Gaps in Care coaching for select conditions</li> <li>Preference Sensitive Care/Treatment Decision Support Coaching</li> </ul>	Included
<b>Maximum Reimbursable Charge</b> Out-of-Network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (300%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.	
<b>Multiple Surgical Reduction</b> Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	

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Additional Information	
<p><b>Pre-Certification - Continued Stay Review - PHS Inpatient</b> - required for all inpatient admissions</p> <p>In Network: Coordinated by your physician</p> <p>Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.</p> <ul style="list-style-type: none"> <li>• The lesser of 50% or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.</li> <li>• Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.</li> <li>• Benefits are denied for any additional days not certified by Cigna Healthcare.</li> </ul>	
<p><b>Pre-Existing Condition Limitation (PCL)</b> does not apply.</p>	
<p><b>Your Health First - 300</b></p> <p>Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:</p> <ul style="list-style-type: none"> <li>• Condition Management</li> <li>• Medication adherence</li> <li>• Risk factor management</li> <li>• Lifestyle issues</li> <li>• Health &amp; Wellness issues</li> <li>• Pre/post-admission</li> <li>• Treatment decision support</li> <li>• Gaps in care</li> </ul>	<p>Holistic health support for the following chronic health conditions:</p> <ul style="list-style-type: none"> <li>• Heart Disease</li> <li>• Coronary Artery Disease</li> <li>• Angina</li> <li>• Congestive Heart Failure</li> <li>• Acute Myocardial Infarction</li> <li>• Peripheral Arterial Disease</li> <li>• Asthma</li> <li>• Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)</li> <li>• Diabetes Type 1</li> <li>• Diabetes Type 2</li> <li>• Metabolic Syndrome/Weight Complications</li> <li>• Osteoarthritis</li> <li>• Low Back Pain</li> <li>• Anxiety</li> <li>• Bipolar Disorder</li> <li>• Depression</li> </ul>
Definitions	
<p><b>Coinsurance</b> - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.</p> <p><b>Copay</b> - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.</p> <p><b>Deductible</b> - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.</p> <p><b>Out-of-Pocket Maximum</b> - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.</p> <p><b>Prescription Drug List</b> - The list of prescription brand and generic drugs covered by your pharmacy plan.</p> <p><b>Transition of Care</b> - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.</p>	

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## Exclusions

### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or schooldistrict.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services do not include routine patient care costs related to qualified clinical trials as described in your plan document. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or the subject of review or approval by an Institutional Review Board for the proposed use.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy; Movement therapy; Applied kinesiology; Rolting; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Surgical or nonsurgical treatment of TMJ disorders.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.



## Exclusions

- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism (except as may otherwise be covered under the plan) or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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## **APPENDIX A-2**

### **OUTLINE OF DENTAL INSURANCE BENEFITS**

#### **SCHEDULE OF DENTAL BENEFITS**

<b><u>BENEFIT PERIOD</u></b>	<b>Calendar Year</b>
Full Service	Full Service Basic Benefits – 100% of the Maximum Allowable Amount
<b><u>COVERED SERVICES</u></b>	
<b><u>Full Service Basic Benefits</u></b>	
Oral exam including Treatment Plan	
Periapical x-rays	
Bitewing x-rays	1 series of 2 per Member per Calendar Year
Topical fluoride application for Member under age 19	2 per Member per Calendar Year
Prophylaxis (cleaning) or Periodontal Maintenance Procedure	Combination of 2 per Member per Calendar Year
Relining of dentures	1 per Member in any 2 consecutive years
Repairs of broken removable dentures	1 repair per Member per Calendar Year
Palliative emergency treatment	
Routine Fillings	1 per tooth surface in any consecutive 12-month period
Stainless steel crowns (primary teeth)*	1 per tooth in 5 years
Simple extractions**	
Endodontics, including: pulpotomy, direct pulp capping and root canal therapy (excluding restoration).	

\* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the Member is not covered by Rider A – Additional Basic Benefits.

\*\* Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the Member is not covered by Rider A — Additional Basic Benefits.

#### PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay the lesser of the Dentist's usual charge or the Maximum Allowable Amount as determined by Anthem BCBS. The Participating Dentist will accept Anthem BCBS's payment in full and waive no additional charge to the Member, except as otherwise specified in this Section.

#### NON-PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay the Maximum Allowable Amount as determined by Anthem BCBS. The Member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

**APPENDIX B**  
**RANDOM DRUG TESTING POLICY**

- a) All employees shall be required, as a condition of continued employment, to participate in periodic random testing for controlled substances (drugs) in accordance with this provision.
- b) The Chief or his/her designee (which may be an outside testing agency) shall be responsible for administration of a random selection system. The random selection of an employee will not result in that employee's name being removed from any future selection process. Any employee randomly selected will be ordered to report during the first available tour of duty. Those employees selected for random drug testing will be notified at the start of the shift that they are scheduled for testing during that shift.
- c) Employees selected for random testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.
- d) A request for use of any leave shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. An employee who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is medically unable to do so.
- e) **Refusal to Submit.** If an employee refuses to submit to random drug testing, he will be immediately placed on paid administrative leave, or at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action, which may include discharge, except as provided in the section below concerning rehabilitation.
- f) **Testing Procedures.**
  - 1. The employee shall provide a urine sample and shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and later testing if requested by the employee.
  - 2. Foley Services, Inc. or a comparable company, will do initial drug screening. No sample will be further tested upon a negative screening for the following substances:
    - a. Marijuana/THC
    - b. Cocaine
    - c. Amphetamines
    - d. Opiates (e.g. Heroin, Codeine)
    - e. Phencyclidine (PCP or Angel Dust)
  - 3. During the testing process, the employee shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a sufficient urine specimen.



4. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the employee being tested. Only one person, of the same sex as the employee being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
  5. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each employee being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 9 below.
  6. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
  7. Each and every positive drug test will be confirmed using a Gas Chromatography Mass Spectrometry test. Only if confirmed would a test result in a positive report.
  8. A laboratory licensed or certified by the Connecticut Department of Health Services will perform drug testing.
  9. Any employee whose drug test results in a positive report may, within five (5) days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at a licensed or certified laboratory of the employee's choosing. The second specimen taken from the employee under paragraph 5 above shall be used for the retesting. This specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The employee shall pay for the second testing; provided, however, that should such test result in a negative report, the Department shall reimburse the employee.
  10. All employee names shall be entered into a computer database and the computer, four (4) times per year (quarterly), will randomly select three (3) names from that database for testing. An employee's selection for random testing in one calendar quarter will not eliminate that employee from being selected for testing in the next calendar quarter. The District and the Union agree and acknowledge that the selection process is solely operated by Foley Services with no input or influence from management or any outside source.
- g) **Results of Drug Screening Tests.** Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results, which do not indicate the presence of a drug, will be sealed and there will be no indication of testing in the member's personnel file.

- h) **Positive Test Results.** Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that an employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs, a report of such shall be prepared. The employee against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately placed on paid administrative leave, or at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action, which may include discharge, except as provided in the section below concerning rehabilitation. The consequences of a positive test shall be as follows:
  - 1. For use of an illegal drug – discharge
  - 2. For abuse of a legally prescribed drug - one (1) opportunity for rehabilitation, as provided below, then discharge.
- i) **Opportunity for Rehabilitation.**
  - 1. The opportunity for rehabilitation (rather than discharge) shall be granted one (1) time for any employee who is not involved in any drug-related criminal activity and either:
    - a. Voluntarily admits to legally prescribed drug abuse prior to testing, or
    - b. Tests positive for abuse of legally prescribed drugs for the first time, or
    - c. First refusal to submit to drug testing.
  - 2. Any employee who voluntarily admits to the Chief of Police his/her use of or dependence upon legal drugs shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time an employee is found to have abused legally prescribed drugs in the course of random testing, he shall have the same opportunity for rehabilitation, as does an employee who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another employee or prior to initiation of an investigation of the employee's use or sale of a controlled substance by any competent state or federal authority.
  - 3. The employee shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.
  - 4. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs. If, after such screening the employee has tested positive, he/she shall be immediately placed on paid administrative leave and shall be subject to discharge.



j) **Opportunity for Rehabilitation.**

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



**APPENDIX C**  
**CANINE UNIT MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT- CANINE UNIT**

This Memorandum of Understanding (Agreement) between the Putnam Special Services Police Department (District) and IBPO, Local 508 (Union), stands as an agreement detailing the creation, organization, and procedures of a newly established Putnam Police Department Canine Unit.

The Union executive officers hereby sign this agreement on behalf of entire bargaining unit. The Chief, and/or Deputy Chief of the Putnam Police Department, referred to here after as the Chief, sign this agreement on behalf of the Putnam Service District Authority.

Both parties agree that this agreement shall control the Canine Unit for the duration of the collective bargaining agreement that expires June 30, 2010 and that either party may revisit the issues discussed in this agreement in the negotiations for a successor collective bargaining agreement, expected to commence after June 30, 2009. Both parties acknowledge that this agreement, as written, may be modified or changed provided any such changes are mutually agreed to, in writing, and signed by both parties.

**Canine Handler and Unit**

1. The Chief shall have the right to assign an officer as a department canine handler. The selection of the canine handler will be by a selection process chosen by the Chief.
2. The Chief reserves the right to discontinue the officer's assignment as canine handler and may discontinue the existence of a canine unit at any time he deems fit.

**Canine**

1. The Chief retains the final decision related to selection of any department canine and the location where that canine originates.
2. The Putnam Special Services District will maintain ownership of any department canine until such time as it may choose to relinquish such ownership.
3. The Putnam Special Services District will hold responsibility for comprehensive and liability insurance coverage at anytime while the canine is considered on duty or off duty.

### Training

1. The Chief will ensure that the canine handler and canina (the canine team) attends a basic certification training of the Chiefs choice, along with any mandated re-certification training as deemed necessary. Any officer attending such training will be compensated in accordance with the applicable provisionB of tha collective bargaining agreement.
2. The Chief will adjust scheduling to accommodate the training houro required for a canine team.

### Housing

1. It is expected that any department canine will be housed within the handler's home and not bO 6Ubjected to an exterior kennel.
2. At no time will a department owned canina be housed or left in the care of another individual other than the handler without tha prior authorization of the Chief.
3. The handler will be allowed to house his aesignd canine at a professional kennel, chosen by the Chief, for a number of days equal to the vacation days earned by tha handler per tha current collective bargaining agreement.

1. A department owned canine will be cared for by a veterinarian chosen by the Chief. The cost of any authorized examinations or treatments will be covered by the department. It will be the responsibility of the handler to schedule, traneport, and ensure that his aBsigned canine is current with medical requirements and examinations without additional compensation.

Z. The type, brand and location where food and supplements are purchased will be the decision of the Chief and at the cost of the department. Itb//ill be the responsibility of the handler to transport any supplies without additional compensation, and to ensure that a sufficient supply of food is maintained at his home. No animal other then a department owned canine will be allowed to consume food or supplements pumhaaed by the department.

3. The handler will fund any cost for grooming or bathing not approved and authorized by the Chief.

### Vehicle

1. The canine handler will be assigned a police vehicle chDsen by the Chief. This vehicle will be equipped and markad as a canine vehicle. The handler will ba

allowed to use this vehicle portal to portal along with any other detail authorized by the Chief. It is understood that the assigned canine vehicle will not be utilized for personal use.

2. If the assigned canine vehicle is being repaired or otherwise disabled, the handler will be assigned to a temporary vehicle if available.

3. It will be the responsibility of the canine handler to ensure that his assigned vehicle is properly maintained by the current monthly maintenance and safety check, or any other repairs needed.

4. It will be the responsibility of the handler to ensure that his assigned vehicle is kept clean and equipped for duty.

#### Uniform and Equipment

1. The canine handler will be issued a BDU type uniform chosen by the Chief. He will be issued four (4) sets of pants, three (3) winter shirts, four (4) summer shirts, a set of nylon gun belt gear, a baseball style hat, and one (1) set of insulated coveralls.

2. The cost to clean and maintain uniform and equipment will be the same as that described in the collective bargaining agreement as it concerns patrol officers.

3. Any specialized equipment required for the canine will be at the cost of the department.

#### Salary and Benefits

1. Any Officer assigned as canine handler will maintain salary and benefits as determined by the current collective bargaining agreement.

2. In addition to his normal pay, any canine handler will receive an additional six tenths of one hour (0.6) of pay on each regularly scheduled work day, paid at time and one-half (1 1/2) the handler's regular rate of pay, as compensation for the off duty extra duties described in this agreement. The parties agree that this additional compensation shall be approximately equivalent to the amount of time it takes during off duty hours to care for, feed and groom the canine above and beyond time spent *doing so* during the normal scheduled workday. No additional compensation shall be paid to the handler on any day that his assigned canine is housed at a professional kennel. Any overtime hours, or money allocated for the handler's obligation to care for the canine, as described in this paragraph, will not be counted as hours worked as it relates to an Order-in situation.

3. Any hours worked beyond the canine handler's eight (8) hour work day, or on any hours worked on a scheduled/approved day off will be paid at the handler's



overtime rate of 11 times his regular pay rate. Any call out authorized by the Chief will be paid at a minimum of three (3) hours.

4. The canine handler(a) will be allowed to bid for any shift as permitted under the terms of the current collective bargaining agreement.

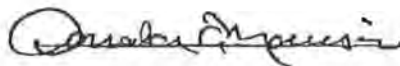
5. The canine handler(s) will be allowed to maintain his placement in this normal notation for patrol overtime. Any additional hours worked while on canine callouts will be applied when considering order-in status.

Signed this the   1   day of   April   in   2007  



Ricky L. Hayes Chief of Police

\_\_\_\_\_  
**Witness**



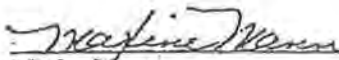
Donald Morrison, President IBPO #508

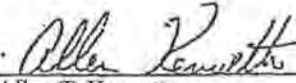
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Witness

MEMORANDUM OF AGREEMENT

This Agreement is between the Special Services District Of the Town of Putnam and Local 506, International Brotherhood of Police Officers. The parties to this Agreement have mutually agreed that this document has been drafted to clarify the issue of overtime relating to the new work schedule.

As part of the new Agreement, effective upon signing, a new work schedule/bid has been agreed to. It is not the Union's intent to increase the Special Services District's overtime cost solely because of a new work schedule. In addition, the parties mutually agree that, for the purposes of overtime calculation, 'work week' and 'work day' shall be defined pursuant to the State Board of Mediation and Arbitration's decision in Case A-276. More specifically, for the purposes of overtime, work week shall be defined as 7 a.m. Sunday to 7 a.m. the following Sunday, which the State Board found to historically be the work week for the Special Services District of the Town of Putnam.

  
Maxine Mann  
 Chairman of the Special Services District  
 of the Town of Putnam

  
Allen T. Kennette  
 International Brotherhood of Police Officer,  
 Local 506

10/27/94  
 Date

10/27/94

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