

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF SEYMOUR, CONNECTICUT
AND
THE SEYMOUR POLICE UNION LOCAL #564
AND
COUNCIL #15, AFSCME, AFL-CIO
JULY 1, 2014 TO JUNE 30, 2020**

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PREAMBLE

This Agreement is entered into by the Town of Seymour, hereinafter referred to as the Town, and the Seymour Police Union, Local #564 and Council 15, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION**

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time investigatory and uniformed members of the Police Department, with authority to exercise police powers, below the rank of Deputy Chief.

Section 2. Part-time police officers are employed under the terms and conditions within this Agreement. All part-time uniformed members of the Police Department shall serve a probationary period of one year after receiving certification from the State of Connecticut. Probationary employees may be terminated by the Board of Police Commissioners in its sole discretion, and they shall have no right to grieve or arbitrate their termination.

ARTICLE 2 **DUES DEDUCTIONS**

Section 1. The Town agrees to deduct Union dues and an agency service fee on each pay date from the pay of those employees who individually and in writing have authorized such deductions and send such authorization to the Chief of Police or his designee. The amounts to be deducted shall be certified to the Town by the Union, and the aggregate deductions of all employees shall be remitted together with a statement to the Union after such deductions. Authorization submitted in accordance with this section shall remain in effect for the duration of this Agreement.

Section 2. The Union will notify the Town of the name and title of the Union official responsible for all matters relating to dues.

Section 3. The Union agrees to indemnify and hold the Town harmless for any and all claims arising out of any such deductions.

Section 4. Part-time officers are responsible to pay Union dues in the amount required by Council 15. Part-time officers must pay their dues in one of the following ways:

- a. A lump sum representing the annual dues payable to Council 15 on or before January 1 of each calendar year; said sum shall be payable prospectively.
- b. Recurrent sums deducted from the first ten (10) paychecks of each calendar year received by the part-time officer; the total sum paid shall be equal to the total annual dues payable in each calendar year; said sums shall be paid contemporaneously and/or prospectively.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management and the affairs of the Town and direction of the working forces, including, but not limited to the following:

- to determine the public safety requirements of the Town;
- to appoint, assign and transfer personnel subject to the terms of this Agreement; to determine the number and types of full-time and part-time officers required to perform the Town's operation;
- to establish standards regarding performance of the work force; to discontinue services, positions or programs in whole or in part; and to insure that incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by full-time and part-time officers;
- to discharge or impose other disciplinary actions for just cause upon its personnel and to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;
- to lay off full-time and part-time officers from duty for lack of work when it shall be in the best interest of the Town or the Department;
- to take all necessary actions to carry out the mission of the Department in times of emergency; and
- to determine the type, care, maintenance and operation of equipment and property used for and on behalf of the purpose of the Town.

Section 2. No prior practice of the parties shall be required to be continued except for those specifically enumerated in this Agreement. Thus, the parties shall have no right to demand anything not provided for in this Agreement.

Section 3. No act or omission of the parties prior to the signing of this Agreement or during this Agreement shall be used in any way to establish any "past practice" of the parties.

Section 4. Part-time officers are entitled to the protections of Article 3 of this Agreement.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle grievances on as low an administrative level as is possible and practical so as to insure efficiency and employee morale.

Section 2. A grievance is defined as any dispute between an employee and/or the Union and the Town over the interpretation or application of a specific Section or Article of this Agreement or any rule or regulation, policy, general order, charter or ordinance provision(s) pertaining to the Seymour police Department.

Section 3. Grievances must be filed in writing within fifteen (15) working days of the event giving rise to the grievance. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set below in this Article.

Section 4. Any employee may use this grievance procedure at step one with or without the assistance of a representative. The Union shall be given prompt notice of such individually processed grievances and/or notice prior to the settlement of such grievance. When a grievance is processed individually and the Union later proceeds with such a grievance to Arbitration, the grievance may be amended prior to the Arbitration proceeding by the Union.

Section 5. **STEP ONE:** An employee or his representative, if represented, may submit a grievance in accordance with this Article to the Police Chief, or in his absence, to his designee, who shall not be a member of the bargaining unit. The Chief or said designee, whichever the case may be, will make an effort to resolve the grievance and will render an answer to the grievance in writing within fifteen (15) working days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his representative, if represented.

Section 6. **STEP TWO:** If the Union is not satisfied with the decision rendered by the Police Chief or his designee acting in his absence, it may submit the grievance in writing to the Board of Police Commissioners within fifteen (15) working days of receipt of the decision. The Board shall consider the grievance at its next scheduled meeting. After considering the matter, the Board shall have until its next regularly scheduled meeting to issue a written decision which shall be delivered to the Union within fifteen (15) working days thereafter. If denied, the Board shall state the reason(s) for such decision.

Section 7. **STEP THREE:** If not settled, the grievance may be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration ("CSBMA"). The Union may elect to utilize the expedited arbitration process as provided by the CSBMA instead. A request for arbitration shall be in writing and must be filed with the State Board of Mediation and Arbitration within fifteen (15) working days of the receipt of the decision of the Board of Police Commissioners. The Union will advise the Board of Police Commissioners in writing of any submission of a grievance to arbitration.

Section 8. The arbitrators designated herein shall decide only one (1) grievance at a time. The award shall be final and binding as provided by law. They shall be bound by and must

apply all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement.

Section 9. Any time limits specified in this Article, except for the initial filing of the grievance, may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not submitted by the employee or his representative to a higher step in the procedure delineated in this Article, it will be deemed settled on the basis of the answer in the last step. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance shall be resolved in favor of the aggrieved and/or the Union, whichever is applicable.

Section 10. Each party shall bear its own expenses for arbitration.

Section 11. Part-time officers are entitled to the protections of Article 4 of this Agreement.

ARTICLE 5 **DISCIPLINE AND DISCHARGE**

Section 1. The Town shall have the right to discipline or discharge employees for just cause.

Section 2. The Chief of Police or in his absence, his designee who shall not be a member of the bargaining unit, shall have the authority to discipline an employee or take other appropriate action for that employee's acts or omissions in accordance with this Article. Once the Chief or his designee outside the bargaining unit disciplines an officer, there shall be no further discipline or investigation. He may place an employee on administrative leave with pay pending a hearing with the Board of Police Commissioners.

Section 3. Any charge or complaint by a member of the public against any police officer may be made, but neither the Chief nor the Board of Police Commissioners shall recognize the charge or complaint as valid unless it is in writing and signed by the complainant under oath. This section shall not preclude the Chief or the Board of Police Commissioners themselves from initiating a civilian complaint against a police officer provided it is also in writing and signed by either the Chief or a member of the Board of Police Commissioners.

a) Said writing shall include a particular description of the acts and conduct complained of. It shall include the names of witnesses and their addresses, if known to the complainant. The Union and the employee involved shall be informed of such complaint, and a copy shall be provided within 48 hours after it is received by the Chief of Police.

b) Investigation of citizen complaints shall be completed within 90 calendar days from the receipt of the complaint. If no charges are brought within said 90 days, the said complaint will be dismissed "with prejudice." If charges are brought within such 90-day period, a disciplinary hearing will be scheduled before the Board of Police Commissioners not later than thirty (30) calendar days thereafter, and all disciplinary

proceedings shall be completed not later than thirty (30) days beyond that date. The time limits encompassed herein may be extended by the mutual consent of the parties.

c) Civilian complaint forms shall be made available at the front desk of the Seymour Police Department.

Section 4. The Board of Police Commissioners shall have the authority to discharge and/or discipline an employee for that employee's acts or omissions. The Board can place an employee on a non-disciplinary administrative leave with pay for ten (10) working days before the hearing commences. The Board will commence a hearing within thirty (30) calendar days of being notified by the Chief or his designee of the acts or omissions of the employee, or otherwise upon receipt of the Internal Affairs investigation report, whichever is later. The Board can continue the administrative leave with pay until the hearings are complete and a final decision is made by the Board. The Board has twenty-one (21) calendar days to make a final written decision to the employee and the Union when the hearings have been deemed closed by the Board. The time limits for a final decision shall be extended by the Board of Police Commissioners if the employee is involved in court action pertaining to the charges against said employee, however, the employee shall be on leave with pay until a final decision is made.

Notwithstanding the foregoing, if the employee has been arrested or charged with any felony, the Board, upon the recommendation of the Chief of Police or his designee, may place the employee on a non-disciplinary unpaid administrative leave if the employee has had or been provided with the opportunity to have an informal *Loudermill* hearing before the Chief or his designee at which he was informed of the charges against him and the material evidence supporting the charges and provided with an opportunity to present his side of the story. If the criminal charges are unconditionally dismissed or nolle or the employee is acquitted, effective that date the unpaid leave will be converted to paid leave, and if the Board's final decision does not discharge or suspend the employee without pay for just cause, the employee will be promptly reimbursed for all normal (regular) salary lost (the rate listed in Article 16) as a result of being placed on unpaid administrative leave. If the Board's final decision discharges the employee, no reimbursement will be made, and if the Board imposes a disciplinary suspension without pay, the employee will be reimbursed for the time the unpaid administrative leave exceeds the period of the suspension without pay.

Section 5. Any employee against whom disciplinary action is contemplated shall be confronted with the charges against that employee and shall be given an opportunity to respond to those charges. A copy of the charges, a list of all witnesses, and copies of all statements and reports relating to the incident shall, if available, be given to the Union at least seven (7) calendar days prior to any hearing.

Section 6. Any disciplinary action by the Chief of Police or said designee acting in his absence with respect to an employee shall be treated as a STEP 1 decision under the grievance procedure of this Agreement, and the aggrieved employee or his representative, if represented, may submit a grievance to the next higher step in accordance with this Agreement. Any disciplinary action or discharge by the Board of Police Commissioners shall be treated as a STEP 2 decision and may be submitted to the next higher step in accordance with this Agreement.

Section 7. It is expressly agreed that the grievance and arbitration machinery provided by this Agreement shall be the only recourse for an employee, or his representative, if represented, if that employee or his representative is dissatisfied with discipline or a discharge received for just cause, statutory or other avenues of recourse notwithstanding. If any conflicts occur between any part of this Agreement and the Board of Police Commissioners' Rules and Regulations, the Town Charter, or any statutory provisions, this Agreement shall take precedence.

Section 8. At any disciplinary hearing in public session conducted by the Board of Police Commissioners, witnesses shall be sworn, affected employees shall have the right to representation at their or expense, and the hearing shall be audio recorded, video recorded with sound, or a stenographic recording made by a court reporter. If the hearing is audio or video recorded, the Town will provide the Union with a free copy. If the record is transcribed by a court reporter, each side will pay for its own copies. The Union may independently record the session. The Norma Drummer room will be used whenever possible.

Section 9. Any disciplinary hearings conducted by the Board of Police Commissioners shall be closed to the public, including the press, unless the employee requests an open hearing

Section 10. Whenever a civilian complaint is made against a member or group of members of the bargaining unit and said complaint results in court action, said member(s) shall be entitled to representation by the Town Counsel, or at the option of the Town Counsel, another attorney with said fees to be paid by the Town.

Section 11. Part-time officers are entitled to the protections of Article 5.

ARTICLE 6 **SICK/PERSONAL LEAVE**

Section 1. General: Sick leave shall be considered to be absence from duty with pay for the following reasons:

(A) Illness or injury, except where directly traceable to employment by an employer other than the Town of Seymour.

(b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished during off-duty hours.

Section 2. Workers' Compensation - Civil Suit: Employees may be absent from duty without loss of sick time and with pay for the following reasons:

(A) If an employee loses time because of an injury sustained in the line of duty for which he is entitled to compensation under the Workers' Compensation Act, the Town shall make up the difference in the amount of such compensation received and the employee's normal amount of weekly pay (the Town's payment shall be termed the "Supp"). The Supp shall be paid for a period up to eighteen (18) months from date of injury if the injured employee is absent 18 continuous months or for up to 18 cumulative months if the employee is absent intermittently.

(B) If an employee receives a cash settlement from a civil suit for injuries received as described in Section 2(A) of Article 6, such employee shall reimburse the Town the amount of money received from the Town.

Section 3. Sick Leave Allowance:

(A) Sick and personal leave days shall be earned by each employee at the rate of one and one-half (1 1/2) working days for each calendar month of service, the total of which shall not exceed eighteen (18) working days in any twelve months. All employees at the beginning of the fiscal year shall be advanced eighteen (18) sick and personal leave days to be drawn upon in the coming year. Sick leave is not to be considered as extra vacation time, except under the provisions of Section 4(b)(2) below. If any employee terminates his employment with the department for whatever cause, he shall pay back to the Town any unearned sick leave or personal leave days used prior to his termination date.

(B) Sick leave and personal leave days shall not continue to be earned during leaves of absence without pay.

(C) Each contract year, employees shall be allowed to use their sick days or personal leave days up to the maximum earned and allowable in Section 3(A) of this Article. For days used as personal leave days, the employee shall make a request and seek approval of the Chief of Police, or his designee, at least forty-eight (48) hours in advance. If the request is made with less than forty-eight (48) hours' notice, said request shall be approved if the employee finds a replacement to work his or her shift. Sick days shall be deducted from the sick days earned.

Section 4. Sick/Personal Leave-Earned, Accumulated and Advanced:

(A) Sick leave and personal leave shall continue to be earned during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.

(B) Employees may retain the unused sick leave and personal leave up to a maximum of 60 days. The employee may, at his option, use frozen banked leave in one of the following ways:

(1) The employee may use such accumulations as sick leave.

(2) The employee may use such accumulation as vacation time subject to the approval of the Chief of Police and consistent with this contract and with department needs.

(3) The employee may elect to retain such accumulation until he/she separates from employment (inclusive of retirement, termination or death), at which time the employee, or survivor upon the employee's death, shall be paid 100% of the accumulated sick and personal leave days up to a maximum of 60 days at his/her prevailing day rate at the time of separation. Upon the death of any employee, the survivor shall be paid the unused, earned sick and personal leave accumulated during the fiscal year in which he or she dies.

(C) No sick leave and personal leave with pay in excess of leave accumulated to an employee's credit may be used unless authorized in advance by the Board of Police Commissioners. Such authorization shall not exceed two (2) years leave allowance.

Section 5. Medical Certificates and Inspections: A medical certificate acceptable to the appointing authority may be required for the following reasons:

(A) For any period of absence consisting of more than three (3) consecutive working days.

(B) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the department.

Section 6. Every police officer shall be required to undergo a physical examination once every two years by a physician of his choice, provided the physician participates in the current health insurance plan. The Town shall pay the costs of such physical not covered by insurance, including the employee's co-pay and tests or procedures ordered by the physician as part of the physical. Said physician shall certify to the Town that the physician had examined a copy of the job description for the position (attached hereto as Appendix A) and determined as a result of said description that the officer is either physically capable or incapable of performing the essential functions of the position. If said physician determines that the officer is incapable of performing the essential functions of the position, the officer shall agree to release to the Town a detailed medical report indicating the basis for said determination concerning the medical condition of the officer. The results of the physical will be kept confidential and placed in the employee's medical file.

Section 7. Sick Leave Records:

(A) The Department shall maintain a record for each employee of all sick leave.

Section 8. Sick Leave: Accident and Sickness Insurance Policy:

Under the terms of the short term disability plan, employees will have deducted from their sick leave the same percentage of sick time as the Town contributes toward their week's pay.

Section 9. Annual Redemption of Unused Sick Leave:

In the final pay period of each fiscal year, each employee may bank up to eighteen (18) remaining sick and personal leave days, not to exceed 120 banked sick and personal leave days. Employees may be paid 100% for up to fifteen (15) sick and/or personal leave days remaining unused for that year instead of banking the unused sick and/or personal leave days.

Section 10. Light Duty Assignments

The Town may require employees on leave due to work-related or non-work-related injuries or illnesses who are released to return to work at less than full duty to perform modified light duty work assignments consistent with the work restrictions imposed by their treating physicians. Modified light duty assignments are temporary and are intended to transition the return to full duty of employees who are temporarily disabled from performing their full duties, such as employees recovering from illness, injury, or a medical procedure. Employees must participate in the Town modified light duty program and perform appropriate light duty transitional work consistent with their medical restrictions to the extent such light duty work is available.

The Connecticut Workers' Compensation Act requires employers to offer employees who receive temporary partial disability benefits light duty work, if such work is available, whenever a physician has cleared the employee for such work.

Light duty assignments will be limited to police related duties. Employees assigned to a modified light duty assignment for a full 5-day week will be paid at their straight time hourly rate for 40 hours and will work light duty 4 out of the 5 days with one paid day off in addition and adjacent to the employee's regular days off. Employees on workers' compensation leave who are released to return to light duty but fail to promptly so notify their supervisor or who refuse to perform a light duty assignment within their medical restrictions are not eligible to receive a salary differential under Section 2(A) of this Article 6.

Employees assigned to modified light duty will: (a) carry their authorized firearm but will not be in uniform; (b) have the same days off they had on their date of injury unless otherwise agreed; and (c) be given time off to attend medical appointments. Employees on light duty are strongly encouraged to schedule medical appointments outside of their working hours when possible.

Employees who are cleared to return to work with restrictions must promptly provide a writing signed by their treating physician, physician's assistant or APRN that sets forth the specific work restrictions and the actual or estimated duration of the restrictions. Employees assigned to a light duty assignment are not, under any circumstances, to perform any work task that exceeds their physician-imposed restrictions. If instructed by a supervisor to perform a task that exceeds a work restriction, the employee should refuse to perform the task and explain to the supervisor that doing so would exceed his or her medical work restrictions.

Employees on light duty assignments are not counted toward minimum manning requirements. Employees on modified light duty assignments generally are not eligible for overtime and are not allowed to work private duty assignments.

Once an employee reaches maximum medical improvement, he or she is no longer eligible for transitional light duty. Generally, an employee will be on light duty no more than six cumulative months; however, the Chief may in his discretion extend that limit.

The parties recognize that unforeseen issues may arise from implementation of light duty work assignments. If issues arise, the parties agreed to bargain with respect to them.

ARTICLE 7 **FUNERAL LEAVE**

Section 1. Special Leave of five (5) working days with pay shall be granted to an employee from the date of death of his:

Spouse	Father	Domestic Partner
Mother	Sister	Step-Child
Brother	Child	Step-Parent

Section 2. Special Leave of three (3) working days with pay shall be granted to an employee from the date of death of his:

Daughter-in-law
 Brother-in-law
 Grandchild Sister-in-law
 Grandparent related by blood or marriage
 Mother-in-law Father-in-law
 Son-in-law
 or relative domiciled in the employee's household

Section 3. Special Leave of one (1) working day with pay shall be granted to an employee from the date of death of his:

Aunt or Uncle related by blood
 Niece Nephew

ARTICLE 8 **UNIFORM ALLOWANCE**

Section 1. The uniform (including leather after the initial issuance) and cleaning allowance shall be \$1,500 per annum to employees who have worked a minimum of 160 hours in the six months preceding the first pay periods in August and February. The allowance shall be paid in two equal lump sum payments. The payments shall be made during the first pay period in August and first pay period in February. The Department shall pay for any ordered uniform changes.

Section 2. All employees receiving an allowance under this Article shall be subject to regular inspections at the discretion of the Chief of Police, or in his absence, his designee.

Section 3. If any portion of an employee's uniform is damaged or destroyed in the line of duty, the cost of replacing it shall be paid by the Town, unless the damage to the uniform resulted from the employee's negligence. Any judgments or allowances made by a court of law with respect to uniforms which are collected, shall be offset against the cost of repair or replacement of the uniform and the Town shall be reimbursed.

Section 4. During the months of November, December, January and February while within the time period described as the winter uniform, officers will wear a mock turtleneck, dickie type turtleneck or turtleneck as part of their everyday uniform. (Patrol Officers and Detectives will wear navy blue and Sgt. will wear white when wearing their white shirts.)

Section 5. New hires and lateral transfers shall receive a full uniform and cleaning allowance of \$1,500 advanced on their official start date. Thereafter, new hires and laterals will fall in with all other full-time employees.

Section 6. The uniform allowance for part-time officers shall be \$450 per annum. The uniform allowance shall be paid in two equal lump sum payments. The payments shall be made during the first pay period in August and the first pay period in February, provided the part-time officer has worked a minimum of 160 hours in the six months preceding each of the two pay periods. The Police Department shall pay for any ordered uniform changes.

Section 7. Sections 2, 3, 4, and 6 of this Article apply to part-time officers. When hired, part-time officers will receive a full uniform and a cleaning allowance of \$450 advanced on their official start date. Thereafter, new hires will fall in with all other part-time employees.

ARTICLE 9 **HOLIDAYS**

Section 1. (a) The following fourteen (14) holidays shall be granted to all members, either as paid holidays or compensatory time-off holidays, at the option of the member, and as provided for hereinafter:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	Employee's Birthday

(b) All the above holidays shall be celebrated as designated by the Town of Seymour, except the Employee's Birthday which shall be celebrated as per past practice. However, with the approval of the Chief or his designee, the employee may switch a holiday day off.

Section 2. In the event of an unforeseen national or state holiday which is declared as such and is celebrated by the municipality, each employee shall receive an additional paid holiday whether or not the employee worked on such date.

Section 3. An employee working on a holiday may choose to be paid either at his regular rate of pay for the hours he works and time and one half for any hours worked in excess of eight (8) hours on that day provided that he shall be entitled to a compensatory day off to be scheduled with the approval of the Chief of Police; employees may choose instead to be paid at double their regular rate of pay for all hours worked on the holiday, with no compensatory day off. Employees working on New Year's Day, Thanksgiving or Christmas will be paid double their regular rate of pay for all hours worked and shall be entitled to a compensatory day off. Employees shall be reimbursed for working on a holiday in the pay period immediately following the pay period in which the holiday occurred. Employees must take this compensatory day within 30 calendar days of the holiday or they will lose it, subject to the provisions of Section 4 below.

Section 4. Employees may accumulate three (3) time-off holidays to be used in that fiscal year. The maximum number of these holiday comp days that an employee can use in any given week shall be two (2) per work week. If the employee so desires, such days shall be in conjunction with the member's regular day off. Not less than two (2) days' notice shall be given by each officer who has worked one (1) of the holidays referred to herein, but in the event a day is requested of less than two (2) days' notice, the requesting officer must get his own replacement. In the event of the latter, no time off shall be granted if a replacement is not found. No more than one (1) person per shift may utilize accumulated time-off holidays at the same time without consent from the Police Chief or his designee.

Section 5. In the event an employee is off-duty on a service-connected disability on a holiday, the employee shall not forfeit the holiday(s) and shall either, at the employee's option, get paid for said holiday(s) at the rate of pay at the time of his or her request or be given the opportunity, with a minimum of two (2) days' notice, to take a compensatory day off with pay in lieu of payment.

Section 6. Employees who are off duty on any of the approved holidays by reason of sick leave, vacation, regular days off or other approved leave, shall receive a compensatory day off to be scheduled with the approval of the Chief of Police.

Section 7. In the event an employee has earned unused holiday time and either retires or otherwise terminates his employment with the Seymour Police Department, he shall be compensated for such earned and unused holiday time at the prevailing rate of pay received by such employee on the date of his termination. In the event of an employee's death, the sums due him shall be paid to his or her beneficiary or next of kin, in that order. Payment for holidays shall only be for the days earned up to the date of retirement, termination and/or death.

ARTICLE 10

OVERTIME

Section 1. All overtime shall be paid at time and one-half (1 1/2) the officer's regular rate and shall be paid for all hours, or any portion thereof, in excess of eight (8) hours per day or forty (40) hours per week. Any member who works a sixth (6th) day in any one work week shall be paid for those hours at a rate of one and one-half the officer's regular rate. Any member who works seven (7) consecutive days in any one work week shall be paid at a double-time rate for the seventh (7th) day. In an emergency situation, which requires off-duty officers being called in, the regulars shall be given first choice. No overtime shall be worked unless assigned and approved by the Chief of Police or his designee. The work week is defined as commencing on Friday and ending on Thursday.

Section 2. Officers required to work on their day(s) off shall be paid no less than four (4) hours at time and one-half (1 1/2) the officer's regular rate, regardless of the time actually worked. Employees ordered to return to duty to perform overtime work as defined above on a regular working day shall receive not less than two (2) hours pay at time and one-half (1 1/2) the officer's regular rate. For the purpose of this Article, a regular working day shall be the twenty-four (24) hour period commencing with the beginning of the employee's regular shift.

a. Any off-duty officer who is required to appear in Court or before an administrative agency, in performance of their official duties (and excluding Union business), will be paid in accordance with Sections 1 and 2 of this Article. Officers shall remit to the Department any witness fees received in conjunction with the subpoena.

Section 3. Overtime pay shall not be subject to the minimum hour provisions in Section 2 above when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment

Section 4. When an opening exists on any shift of four (4) or less hours, the opening shall be first offered to a regular officer as overtime. If no regular accepts the overtime, then it may be offered to a supernumerary officer as long as it is within the thirty-two (32) hour limit of said supernumerary officer.

Section 5. The Chief or his designee shall fill overtime assignments by offering the overtime in four hour increments. An Overtime and Private Duty Hours list will be maintained to distribute overtime and extra or special police duty assignments evenly. Records of accumulated hours shall be maintained for a one-year period (fiscal year presently July 1 through June 30). On July 1 of each year, all hours shall revert back to a zero figure. Overtime hours will be offered starting with the officer in each group who has worked the least amount of hours according to the Overtime and Private Duty Hours list and proceeding to the officer in each group who has worked the most, in the following order, time reasonably permitting:

Group 1	The officers working the shift preceding the affected shift to cover the first four hours and the officers working the shift following the affected shift to cover the last four hours;
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Group 2 Remaining Inspector, Commanders, Sergeants, Detectives, and Patrol Officers, including Community Policing Officer and School Resource Officer;

Group 3 The supernumerary officers.

Section 6. The call-in procedure in Section 5 is subject to the right of the OIC to order in the officer with the lowest seniority on the shift preceding and the officer with the lowest seniority on the shift following the affected shift, if no other officers volunteer. The Commander/OIC shall, where practicable, notify the officer with the lowest seniority to stand-by until it is determined if the assignment will be filled or if the officer will be ordered in. Officers on a regularly scheduled day off; personal holiday, personal leave day, or vacation day will not be ordered in unless the Chief deems it necessary. No officer shall be ordered into work twice within one work week unless all other available senior officers have been ordered to work within the same work week unless there is no other senior officer available.

Section 7. Any and all overtime hours offered and/or work will be added to the Overtime and Private Duty Hours list with the exception of supernumerary officers' overtime hours. When an employee is ordered to work, the hours worked will not be placed on the Overtime and Private Duty Hours' list. When an employee is on any granted day off other than a regularly scheduled day off, the employee shall be asked to work but shall not be charged for not responding or refusing.

ARTICLE 11 VACATIONS

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

One (1) year, but less than five (5) years of continuous service	10 working Days
Five (5) years, but less than ten (10) years of continuous service	15 Working Days
Ten (10) years, but less than fifteen (15) years of continuous service	20 Working Days

Employees who are certified as full-time police officers on or before January 1, 2016 shall be entitled to twenty-five (25) working days off with pay for vacation upon having fifteen (15) or more continuous years of service.

Section 2. Ten (10) paid vacation days shall only be granted when one (1) year of continuous service is completed, and such vacation period shall not interfere with vacation periods selected by other members of the force.

Section 3. The vacation year shall be between July 1 and June 30 following, and each employee shall be afforded the opportunity to be off on vacation within the year, however, if for reasons of a service-connected disability (Workers' Compensation case) the employee is unable to take his or her vacation within the vacation year stated above, said employee shall be paid for all such unused vacation days at his straight-time rate of pay.

Section 4. Departmental seniority shall prevail in the selection of vacation periods, provided, however, that whenever a member fails to select a vacation period not later than June 1st, he shall forfeit vacation choice by seniority for that year. He shall be entitled to select his vacation period thereafter, and he shall be granted his choice of vacation period or periods provided that such dates shall not interfere with the vacation selection of other members or be in conflict with the operational requirements of the Department. No more than two (2) employees shall take a vacation on the day, evening, or midnight slots (as set forth in Article 13, Section 2) between April 1 and October 1 of each year, unless approved by the Police Chief or his designee. The Department shall compile the choices of the members and post a copy of the vacation schedule showing the employees' names and the vacation periods allotted not later than September 15th. The Detective Division, Community Policing Officer and School Resource Officer shall not interfere with the vacation choices of the patrol shifts. In order to utilize vacation days individually, an officer shall make a request and seek approval of the Chief of Police or his designee at least 48 hours in advance.

Section 5. In no event shall employees who are entitled to four (4) weeks of vacation have the right to take four (4) weeks during the period of June 1 to September 1. Vacations may not be accumulated, except as otherwise provided for in Section 3, this Article.

Section 6. In the event that an employee who has earned unused vacation time either retires or otherwise terminates his employment with the Seymour Police Department, he shall be compensated for such earned unused vacation time at the prevailing rate of pay received by such employee on the date of his termination. If an employee dies, the sums due him shall be paid to his beneficiary or next of kin, in that order.

ARTICLE 12

SENIORITY

Section 1. The seniority rights of all full-time regular members of the Department shall be based on the length of service only, and shall be determined from the day such person or persons were officially sworn to the Department as regular members.

Section 2. Whenever more than one person is sworn in to the Department on the same day, the seniority of such employee as it relates to other employees sworn in on that same day shall be determined by the higher score on the certifying examination taken by those employees,

Section 3. Until an employee has completed one (1) year of continuous service with the Seymour Police Department, he shall not attain seniority and shall be designated a Probationary Police officer. During that period, he or she shall be on probation and may be terminated by the Board of Police Commissioners in its sole discretion for just cause, and neither the employee nor any representative on the employee's behalf shall have recourse to the grievance or arbitration provisions of this Agreement as it applies to termination. Upon completion of this probationary period, an employee's seniority shall date back to the date of his or her most recent swearing into the Department as a regular member.

Section 4. Seniority shall not be broken by vacation, sick time, injury leave, suspension, or any leave of absence with pay, or any call to Military Service for the duration.

Section 5. Employees who resign voluntarily, or are discharged for just cause, or have taken a leave of absence without pay for the purpose of working at another occupation, shall lose all seniority.

Section 6. In the event of a dispute between employees concerning any issues not covered by the terms of this Agreement, all other things being equal, seniority shall prevail, within rank or grade.

Section 7. Department seniority as used in this Article is defined as the total length of continuous service as a full-time regular police officer.

Section 8. Rank Seniority as used in this Article is defined as the total length of service of an employee as a permanent appointee to a rank.

Section 9. In the event of a reduction in force, the employee with the least department seniority shall be laid off first. If the Town recalls employees who were laid off, it shall be by inverse seniority, with the most senior officer called back first.

ARTICLE 13 **HOURS OF WORK**

Section 1. The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, with two (2) consecutive days off at the end of each such forty (40) hour week.

(A) All members shall enjoy their two (2) days off in consecutive order, provided that if in the opinion of the Chief, there is an insufficient number of Regulars on duty during this period, he may solicit volunteers amongst the Regular members of the Department to work on their day or days off. If the Chief of Police is unable to obtain volunteers, he may then order an off duty Regular member to work on his day or days off, and such member shall be paid for such duty in accordance with the provisions of Article 10. Consecutive days off shall be given in accordance with Section 8 of this Article.

Section 2. The hours of regular shifts shall be as follows:

- (A) 11:00 P.M. to 7:00 A.M. (midnight slot)
- 7:00 A.M. to 3:00 P.M. (day slot)

3:00 P.M. to 11:00 P.M. (evening slot)

(B) The Commanders shall pick their shift assignments and days off in accordance with Section 8 of this Article and then the Sergeants will do so.

Section 3. All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes except for the working schedule of the Detective Division. The schedule of the Inspector and Detectives shall be Monday – Friday 8:00 a.m. – 4:00 p.m. with Saturday and Sunday as regularly scheduled days off. This schedule may be changed by mutual agreement between the assigned employee and the Chief of Police or Inspector. In lieu of receiving overtime pay for overtime worked in the Detective Division, the Inspector or Detectives may elect to receive compensatory time off at the rate of 1 ½ hours for each hour of overtime worked. These compensatory hours may not exceed 40 hours total and must be used in the fiscal year they were earned. Any remaining compensatory hours allocated to the employee as of June 30th will be forfeited if not used prior to September 1st of the next fiscal year.

Section 4. During each eight (8) hour tour of duty, all members shall be allowed one half hour for lunch. Lunch breaks shall be assigned by the Commander or his designee.

Section 5. Once designated in the manner provided for in Section 1 of this Article, an employee's days off shall not be changed during the work period without express approval of the employee.

Section 6. The Town and the Union agree that no Supernumerary (part-time) Officer shall work more than thirty-two (32) hours per week, Friday through Thursday.

Section 7. The Town and the Union agree that every shift shall be maintained at full strength. "Full strength" shall mean a complement of five (5) sworn police officers from the patrol division below the rank of Deputy Chief. The Detective Division, Community Police Officer, and School Resource Officer shall not be counted toward patrol's minimum manning requirements. When two Sergeants are assigned to the same shift, the Sergeant with the most time in rank (seniority) shall supervise the shift and the second Sergeant shall work in the capacity of a patrol officer at his/her Sergeant's rate of pay.

Section 8. Four times yearly, each member shall pick his shift assignment and regular days off by seniority in rank or grade. Vacancies in excess of four (4) weeks shall be cause to rebid the shift assignment. It is understood on each of the three (3) regular shifts, there shall be at least one (1) position which includes the regular days off of Saturday/Sunday, one (1) which includes the regular days off of Sunday/Monday, one (1) which includes the regular days off of Friday/Saturday, and one which includes the regular days off of Tuesday/Wednesday. The Commander and Sergeant working the same shift cannot both take any of the same regular days off, and neither the Commander nor the Sergeant can pick Saturday/Sunday as his regular days off unless one of them does not want either Saturday or Sunday as a regular day off. If bidding process fails to fill all necessary shifts, the Chief shall make such further shift assignments by inverse order of seniority, starting with the least senior officer. Each shift assignment selected by seniority bidding shall remain in effect for thirteen (13) weeks from commencement. Seniority shift selection shall be made during the month of June to cover the months of July, August and September; the bids will take place in September to cover the months of October, November and December; the bids will take place in December to cover the months of January,

February and March; the bids will take place in March to cover the months of April, May and June. After the bidding period is closed, any vacancy on a shift created by special assignment, promotion or resignation shall be filled by the most senior patrol officer who is eligible to bid for it.

Section 9. Community Policing Officer and School Resource Officer shall work between the hours of 7:00 a.m. and 11:00 p.m. Their schedule shall include two consecutive days off per week which shall be determined by the Chief of Police. Once determined at the beginning of every bid process, their hours shall not be changed without fourteen (14) calendar days' notice or mutual agreement.

ARTICLE 14

EXTRA OR SPECIAL POLICE DUTY

Section 1. The term "extra police duty" or "private duty job" for the purpose of this Article shall mean police duty for which an employee is paid by some party other than the Town, even though that employee may be paid through the Town, and including extra duty work for other Town agencies.

Section 2. All extra or special police duty assignments shall be made by the Chief of Police or his designee. Those employees who desire assignment to extra duty shall notify the private duty scheduling officer or his designee. An Overtime and Private Duty Hours list will be maintained to distribute overtime and extra or special police duty assignments evenly. Supernumerary officers and any non-bargaining unit Town of Seymour police officers will have their extra or special police duty hours kept independently at the bottom of the list ~~for~~ and shall be labeled as "group 2." Records of accumulated hours shall be maintained for a one-year period (fiscal year presently July 1 through June30). On July 1 of each year, all hours shall revert back to a zero figure. Any new hire added to the Overtime and Private Duty Hours list after it has already been posted shall be placed as the officer with the highest accumulated hours. Any officer who returns to the list upon returning to work shall be assigned an overtime figure that is equal to the highest and lowest number of hours worked divided by two.

Section 3. All extra or special police duty assignments will be offered starting with the officer in each group who has worked the least amount of hours according to the Overtime and Private Duty Hours list and proceeding to the officer in each group who has worked the most, in the following order, time reasonably permitting:

- Group 1. Inspectors, Commanders, Sergeants, Detectives, Patrol Officers, Community Policing Officer and School Resource Officer.
- Group 2. The Supernumerary (part-time) officers and non-bargaining unit Town of Seymour Police Officers.
- Group 3. Any Agency mutually agreed to by the Union and Town as being eligible.

Section 4. All extra or special police duty assignments other than those for the Town of Seymour will be paid at time-and-one-half the Inspector's hourly rate of pay.

Extra duty assignments for the Town of Seymour will be paid at time-and-one-half a Grade B officer's rate of pay. A Town job is defined as an assignment for or to the Department of Public Works, Board of Education, or Water Pollution Control Authority with no contractor or subcontractor onsite performing work. Founder's Day and the downtown concert series sponsored by the Cultural and Arts Commission are also Town of Seymour jobs. Any new event that may be construed as a Town event will be mutually agreed upon by the Town and the Union prior to the date of the event. Employees shall receive compensation for a minimum of four (4) hours for four (4) or less hours of work once on the job site with signature required. Employees shall receive compensation for a minimum of two (2) hours when job is cancelled less than one hour prior to start and before officer arrives on the job site. Employees performing "extra police duty" after 11:00 p.m. and before 7:00 a.m. shall be paid an additional one dollar (\$1.00) per hour. A car allowance of four dollars (\$4.00) shall be paid for the officer's personal vehicle if it is taken to the job site regardless of mileage.

Section 5. The Town of Seymour and the Union agree that the following streets will require Police traffic control:

Bank Street on Route 67	Mountain Road	South Main Street
Roosevelt Drive	North Main Street	Squantuck Road
Bungay Road	North Street	West Street
Cedar Street	Pearl Street	
Derby Avenue	Rimmon Street	
Fountain Lake Road	Rimmon Hill Road	
Great Hill Road	River Street	
Holbrook Road	Route 67	
Maple Street	Skokorat Street	

Section 6. Issues of public safety shall remain within the jurisdiction of the Seymour Police Department. The Police Department shall remain responsible for addressing public safety issues on all roadways. Following proper protocol, when public safety issues necessitate, the Chief of Police or his designee may require the posting of police flagmen on any road within the borders of the Town of Seymour.

Section 7. Payment for "extra police duty" as defined above, shall be in accordance with the pay period in which it is earned. A pay period is defined as starting on Friday and concluding on Thursday.

Section 8. Any and all extra or special police duty hours offered and or worked will be added to the Overtime and Private Duty Hours list with the exception of those hours that an employee is ordered to work. An employee on a granted day off other than a regularly scheduled day off who is asked to work shall not be charged for not responding or refusing.

Section 9. Part-time officers working extra duty shall be paid at time and one-half the full-time probationary officer's rate but otherwise are entitled to all of the provisions and protections of Sections 1 through 8 of this Article 14.

ARTICLE 15 **PENSIONS**

Section 1. Employees shall be covered under the provisions of the Connecticut Municipal Employees Retirement Fund B; and, also, the Police and Firemen Survivor's Benefit Fund. For the purpose of this Article only, employees shall be defined as all regular members of the Police Department including the Deputy Chief and the Chief of Police.

Section 2. All employees transferred from the Municipal Employees Retirement Fund A to Municipal Employees Retirement Fund B, shall receive credit for all past service of such employees.

Section 3. In the event of the death of an active member or of a retiree until age 65, the surviving spouse shall receive thirty-six (36) months of the current health insurance plan at no cost.

Section 4. All retirees shall receive a \$15,000 life insurance policy.

ARTICLE 16 **RATES OF PAY**

Section 1. Effective retroactive to July 1, 2014, there shall be a general wage increase in the straight time pay for full-time active officers of 2.0 %. This general wage increase will not be applied retroactively to overtime pay or private duty job rates. The 2.0% increase will apply to overtime pay and private duty rates commencing the first day of the first payroll week following the date this Agreement is ratified.

Effective July 1, 2015, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

Effective July 1, 2016, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

Effective July 1, 2017, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

Effective July 1, 2018, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

Effective July 1, 2019, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

The hourly wage rates are as follows:

Hourly Salary									
	Raise %	Super	Probationary	Grade B	Grade A	Detective	Sergeant	Commander	Inspector
2013/2014	CURRENT	\$ 24.83	\$ 26.81	\$ 28.71	\$ 31.99	\$ 34.03	\$ 34.50	\$ 35.50	\$ 37.50
2014/2015	2.00%	\$ 25.33	\$ 27.35	\$ 29.28	\$ 32.63	\$ 34.71	\$ 35.19	\$ 36.21	\$ 38.25
2015/2016	2.49%	Probationary	\$ 28.03	\$ 30.01	\$ 33.44	\$ 35.57	\$ 36.07	\$ 37.11	\$ 39.20
2016/2017	2.49%	Probationary	\$ 28.72	\$ 30.76	\$ 34.27	\$ 36.46	\$ 36.96	\$ 38.04	\$ 40.18
2017/2018	2.49%	Probationary	\$ 29.44	\$ 31.53	\$ 35.13	\$ 37.37	\$ 37.88	\$ 38.98	\$ 41.18
2018/2019	2.49%	Probationary	\$ 30.17	\$ 32.31	\$ 36.00	\$ 38.30	\$ 38.83	\$ 39.95	\$ 42.20
2019/2020	2.49%	Probationary	\$ 30.92	\$ 33.12	\$ 36.90	\$ 39.25	\$ 39.79	\$ 40.95	\$ 43.26
Yearly Salary Calculated at 2080 Hours Worked Yearly									
	Raise %		Probationary	Grade B	Grade A	Detective	Sergeant	Commander	Inspector
Current			\$ 55,764.80	\$ 59,716.80	\$ 66,539.20	\$ 70,782.40	\$ 71,760.00	\$ 73,840.00	\$ 78,000.00
2014/2015	2.00%		\$ 56,880.10	\$ 60,911.14	\$ 67,869.98	\$ 72,198.05	\$ 73,195.20	\$ 75,316.80	\$ 79,560.00
2015/2016	2.49%		\$ 58,296.41	\$ 62,427.82	\$ 69,559.95	\$ 73,995.78	\$ 75,017.76	\$ 77,192.19	\$ 81,541.04
2016/2017	2.49%		\$ 59,747.99	\$ 63,982.28	\$ 71,291.99	\$ 75,838.27	\$ 76,885.70	\$ 79,114.27	\$ 83,571.42
2017/2018	2.49%		\$ 61,235.72	\$ 65,575.43	\$ 73,067.16	\$ 77,726.65	\$ 78,800.16	\$ 81,084.22	\$ 85,652.34
2018/2019	2.49%		\$ 62,760.49	\$ 67,208.26	\$ 74,886.53	\$ 79,662.04	\$ 80,762.28	\$ 83,103.22	\$ 87,785.09
2019/2020	2.49%		\$ 64,323.22	\$ 68,881.75	\$ 76,751.21	\$ 81,645.63	\$ 82,773.26	\$ 85,172.49	\$ 89,970.94

* The Detective Sergeant's rate is five percent (5%) more than the Sergeant's rate.

Section 2. Each full-time officer shall receive the following lump sum bonuses less standard deductions and withholdings:

Two thousand dollars (\$2,000) payable in the first paycheck of the fiscal year that begins on July 1, 2015.

Two thousand dollars (\$2,000) payable in the first paycheck of the fiscal year that begins on July 1, 2016.

Two thousand dollars (\$2,000) payable in the first paycheck of the fiscal year that begins on July 1, 2017.

One thousand dollars (\$1,000) payable in the first paycheck of the fiscal year that begins on July 1, 2018.

One thousand dollars (\$1,000) payable in the first paycheck of the fiscal year that begins on July 1, 2019.

ARTICLE 17 **HEALTH AND MEDICAL PLAN**

Section 1. Through June 30, 2015, the Town shall provide each member with complete coverage for the member and all eligible members of his immediate family, with the cost being assumed by the Town, subject to the employee premium contributions described below. The Town shall implement the administration necessary to allow employees to pay such contribution with pre-tax dollars. Employees may select the Anthem Blue Cross/Blue Shield Century Preferred Health Plan, or the Blue Care POS Health Plan.

Employees selecting the Century Preferred Plan shall pay:

- Effective July 1, 2014: 9% of the premium cost, including riders, each year, up to a cap of \$1,824.00.

Employees selecting or enrolled in the Blue Care POS Plan shall pay:

- Effective July 1, 2014: 8% of the premium cost, including riders, each year, up to a cap of \$1,274.00.

Until July 1, 2015, all officers newly hired into the department will be covered under the Blue Care POS Plan.

The Anthem Blue Cross/Blue Shield Century Preferred Health Plan and Blue Care POS Plan with co-pay and deductibles as set forth in the summary plan description attached as Appendix B, with the Blue Cross Vision Care rider and Prescription Drug Plan, Option 1 (included in Appendix B). The Town will no longer be required to reimburse \$2.00 differential.

High Deductible Health Plan

Effective July 1, 2015, the Town will offer only a High Deductible Plan (HDHP) for full-time employees. All current full-time employees and their eligible dependents covered by the Anthem Blue Cross/Blue Shield Century Preferred Health Plan, the Blue Care POS Health Plan, or the HMO who want to continue to participate in the group health insurance offered by the Town must switch to the HDHP effective July 1, 2015.

The HDHP will have the following annual deductibles:

- Deductibles shall be \$2,000 individual; \$4,000 for two-person or family coverage.
- Deductibles are cross-accumulating and include all benefits covered under the HDHP including prescription drug costs.
- The Town shall contribute 50% of the deductible each of the last five (5) years of the contract term payable as follows:

The Town's entire 50% share on or about July 1, 2015; the Town's entire 50% share on or about July 1, 2016; and thereafter one-half of the Town's entire 50% deductible share (25% of the total deductible) payable on or about July 1 and one-half of the Town's entire 50% share (25% of the total deductible) payable on or about January 1 of each succeeding contract year with the last 25% payment to be made on or about January 1, 2020.

The Town's 50% deductible funding shall be made as a contribution to the employee's Health Savings Account (HSA). Employees who make contributions to their HSA will do so through deductions made from their weekly paychecks in such amounts as are authorized in writing by the employee. Employee HSA contributions are pre-tax. Employees may elect to alter their HSA contributions throughout the calendar year.

For employees ineligible to contribute to a Health Savings Account, a Health Reimbursement Arrangement (HRA) shall be established by the employer and funded the same percentage as a Health Savings Account (50% of the deductible). The HRA funds will be available to the employee at the start of each plan year. HRA balances shall roll over year to year up to the full deductible amount. HRAs are owned by the Town, and employees forfeit their HRA balances at the end of their employment.

There are no prescription drug copayments due once the deductible is met.

Employee premium contributions for the HDHP will to be:

7/1/15-6/30/16	0%
7/1/16-6/30/17	0%
7/1/17-6/30/18	4%
7/1/18-6/30/19	5%
7/1/19-6/30/20	6%

HDHP premiums are based on the equivalent fully underwritten (fully insured) rate, or, if the employer should become self-insured, the allocation rate.

A summary of the benefits and cost share provisions of the HDHP plan is attached as Appendix C.

(A) The Blue Cross Vision Care rider is included in Appendix B. The Town will no longer be required to reimburse \$2.00 differential effective July 1, 2015.

(B) Blue Cross/Blue Shield Flexible Dental Program (enhanced flex dental plan with unlimited non-orthodontic maximum and \$1,000.00 lifetime maximum on orthodontics) (attached as Appendix D),

(C) The Town will provide a short term disability plan ("STD" plan), or its equivalent, weekly income which shall be six hundred seventy five dollars (\$675.00), life insurance in the amount of one and one-half times salary and long term disability income insurance.

(D) All retirees and their eligible dependents will retain the same medical coverage (including prescription and dental and vision coverage) they had on the day before the effective date of retirement until the retiree and/or spouse reaches the age of 65. Should said medical plan be a HDHP, the Town agrees to fund the HSA or HRA in the same manner and in the same amount as it had on the day before the effective date of retirement. The Memorandum of Agreement attached hereto as Appendix E is incorporated into and is part of this Agreement.

The Town will provide to retirees at and over the age of 65, and/or their eligible spouse when he/she reaches age 65, Blue Cross 65 High Option and Blue Shield 65-82, or if that plan is discontinued, the most comparable available Medicare supplement plan. The medical plan shall not change for any spouse or other eligible dependent not enrolled in Medicare. Premiums for all retirees and any eligible dependents shall be paid in full by the Town. Retirees shall have no

premium cost share during their retirement and will remain secure with the same policy throughout their retirement as they were covered by on day one of their retirement, until they reach age 65. Excluding retirees who were not covered by a HDHP on the effective date of retirement, retirees and/or dependents who are not eligible to receive Blue Care POS shall receive Century Preferred until the retiree and/or spouse reaches the age of 65.

Section 2. An employee may waive all group health insurance benefits and, in lieu thereof, be remunerated in an amount of not less than 60% of the premium saved by the Town. The savings shall be paid in two equal installments, in the first pay period in August and the first pay period in December. An Officer may re-enroll during the open enrollment period or upon retirement, provided the employee reimburses the Town on a pro rata basis for any overpayment of the last waiver payment.

Section 3. In the event it appears that the total cost of a group health plan offered under this Agreement will trigger an excise tax under Internal Revenue Code §4980I ("Cadillac" tax), or that the Affordable Care Act, its regulations, or any other State or Federal law otherwise will materially increase the cost of the plan, either party may so notify the other party in writing, and the parties will reopen the Agreement for the limited purpose of negotiating in good faith to either modify the plan to avoid the excise tax and/or other increase in costs, or to change to a comparable plan that provides the best overall benefits while falling below the excise tax thresholds. The Town will not propose reducing the wage increases as part of any reopener negotiations. The Union may propose increasing the agreed upon general wage increases (GWI) provided for under this Agreement. The State Board of Mediation and Arbitration (SBMA) shall retain jurisdiction over this provision in the event that bargaining fails to yield an Agreement.

If necessary, as provided for in the preceding paragraph, the parties will commence negotiations in or around September 2016 or September of any subsequent year of this Agreement. In the event that the parties fail to reach agreement by December 31, 2016 or any applicable subsequent year, the issue will be submitted to final and binding interest arbitration before Gerry Weiner or Peter Blum. The arbitrator must select the last best offer of one party or the other.

Section 4. The Town shall have the right to unilaterally change the group health insurance plan to one that has substantially equivalent benefits overall. However, the determination of what constitutes "substantially equivalent" must be bargained with the Union and should such bargaining fail to yield an Agreement, the State Board of Mediation and Arbitration (SBMA) shall retain jurisdiction over this provision.

ARTICLE 18

ASSIGNMENT AS DESK OFFICER OR REPLACEMENT DETECTIVE

Section 1. When an officer is assigned as Officer-in-Charge (OIC) in place of a Commander or Sergeant, the officer shall be paid at the Sergeant's rate for all time spent while acting as OIC. This assignment shall be filled by the most senior officer working, regardless of whether the officer is on his or her normal shift or working overtime.

Section 2. In the event of a temporary assignment in the Detective Division, it is agreed that the assignment will not exceed ninety (90) days. Any officer accepting the temporary assignment will receive the rate of pay assigned that position, except that a Commander or Sergeant would continue to be paid at the Sergeant's regular rate.

In the event the list of those eligible to be assigned replacing a Detective has been exhausted within a calendar year, the Town may then reassign from the list a second time in that calendar year for additional ninety (90) day periods.

ARTICLE 19 **SHIFT DIFFERENTIAL**

Section 1. Effective upon the signing of this Agreement, a shift differential of fifty (\$.50) cents per hour shall be paid each employee who works second shift and one dollar and twenty-five cents (\$1.25) per hour for any employee who works third shift. However, in the event that an employee commences his eight-hour shift during the second shift and concludes his work day during the third shift, he shall receive the second shift differential for all hours worked. These shift differentials shall be included in the next following pay check.

ARTICLE 20 **REIMBURSEMENT OF TRAVEL EXPENSES**

Section 1. In the event an employee shall be required as a result of his official duties to be out-of-town, he shall be reimbursed all parking and toll costs for which receipts are presented, reimbursed at the current IRS rate for mileage if his personal auto is utilized and compensated \$10.00 per meal. A form provided by the Town, which verifies that an officer was out-of-town on official police business, shall be a sufficient record for payroll purposes. It is understood that this section shall not apply to an officer who volunteers for a long term out-of-town assignment. For purposes of this section only, "long term" shall mean in excess of a period of two (2) months.

Section 2. When an employee is required to travel in excess of 180 miles for departmental business and/or training, the Town will be responsible for the cost of overnight accommodations for that person,

Section 3. Part-time officers are entitled to the protections of this Article.

ARTICLE 21 **PROMOTIONS**

Section 1. Promotions to the position of Inspector, Captain, Commander, Lieutenant, Sergeant and Detective shall be made on the following basis:

Upon notice received by the Town or the Department that an officer is to retire, the Town shall, within ninety (90) days of such notification, hold the written and oral examinations and promote therefrom if such vacancy exists within that time. If the vacancy does not exist within

that ninety (90) day period, then it shall be filled from that list immediately upon the effective date of the retirement. There shall be a minimum score of seventy percent (70%) for any of the below listed areas of the promotional examination process. If no employee attains the seventy percent (70%) threshold, the Town will retest as soon as practicable.

50% of final score to be based on a written examination given by an agency mutually agreed upon between the Town and the Union.

35% of final score to be based upon an oral examination administered by three police officers of Towns or Cities no less than 10 miles from the borders of the Town of Seymour or mutually agreed between the Town and the Union. These officers shall be of at least one rank higher than the position the examination is being held for and shall be selected by the testing agency.

15% of final score to be based upon the average of two performance evaluations completed by the Police Chief and Deputy Chief.

One-half (1/2) point shall be added to the employee's overall score for each full year of service as a full-time officer.

Section 1A. Any promotion made below the rank of Deputy Chief shall be made from within the Seymour Police Department.

Section 2. The Town shall be required to promote an employee from among the three (3) employees who score highest on the examination. In the event that less than three (3) employees are eligible in accordance with Section 4 of this Article, they must still take the promotional exam, and the promotion must still be made in accordance with Section 4. The promotional list shall be viable for one (1) year from the date it is posted.

Section 3. An officer shall have three (3) years of service as of the date of the examinations as a regular patrol officer in the ranks of the Seymour Police Department before that officer shall be eligible for the examination and promotion to Detective or Sergeant. An officer shall have first attained the rank of Detective or Sergeant before he is eligible for the examination and promotion to the position of Commander and/or Inspector.

Section 4. The Town of Seymour shall be responsible to provide and pay the entire cost of all examinations.

Section 5. Promotional Exams Procedure:

- (A) Job Descriptions based on the duties and responsibilities of officers currently employed in the ranks being tested for shall be developed.
- (B) An agency mutually agreed upon by the Town and the Union shall then furnish examination plans for each position being tested for. The Chief of Police or his designee and the agreed upon agency shall review these plans and amend any information not deemed adequate.

- (C) Study Guides shall be issued to all candidates eligible for promotion no later than thirty (30) days prior to the test which announcement shall be posted on the Department bulletin board at least thirty (30) days prior to the date of the written examination.
- (D) A monitor shall be selected and hired to administer these exams. That person will also be responsible for all completed test materials.

Section 6. Any part-time officer who applies for and takes the test for a full-time position with the Town will have one-half point for each year of service as a part-time officer with the Town added to his/her final score.

ARTICLE 22

GENERAL PROVISIONS

Section 1. All members shall be provided with one identification card free of charge during their employment with the Town of Seymour Police Department.

Section 2. The Town shall repair or replace personal clothing up to \$250; personal jewelry, including watches and rings up to \$100; the full cost of eye glasses; and the full cost of dentures that are damaged and destroyed in the line of duty, except when caused by the neglect of the Officers.

Section 3. The Town shall make available, free of cost, Hepatitis B shots to all employees.

Section 4. Departmental Funeral Details shall be created by issuing a general notice by requesting volunteers.

Section 5. If any article or section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections which shall remain valid.

Section 6. Effective July 1, 2015, an employee who has earned a college degree from an accredited college or university, either prior to or after being hired by the Seymour Police Department, shall receive a lump sum payment on or about December 1st of each year in the following amounts:

Associates degree	\$ 500
Bachelor's degree	\$ 1,000
Master's degree	\$ 1,500
Doctorate degree	\$ 2,500

Section 7. All books and pamphlets used in the Department In-service Training Program shall be provided by the Town at no cost to the members attending. However, all such articles issued or not used up, as the case may be, must be returned upon request by the Town.

Section 8. The Town guarantees Union officers and delegates a maximum of seventy-two (72) hours of time off with pay annually to attend meetings, conferences, and conventions, provided that at no time shall more than two (2) employees of the Department be granted this privilege. Union officers and delegates that attend meetings, conferences and conventions beyond the guaranteed seventy-two (72) hours of time off with pay annually, shall be allowed to use holiday or vacation time to attend such meetings, conferences, and conventions.

Section 9. It is expressly agreed that should any conflicts arise between the language and terms of this Agreement and either the Rules and Regulations of the Board of Police Commissioners or the Town Charter, this Agreement shall take precedence,

Section 10. The President of the Union or his designee shall be permitted to attend all negotiating sessions if he is scheduled to be on duty at a time such negotiations are to be held between the Town and the Union

Section 11. The Chief shall provide space for the Union to have a bulletin board located in the Police Department for posting of notices concerning Union business and activity.

Section 12. The Chief or Deputy Chief shall provide copies of up-to-date department rules, regulations, and special orders to the Seymour Police Union President and members of the bargaining unit.

Section 13. Each employee shall, upon notice to the Town, have a right to review everything in his personnel file, or any other file kept by the Town, regarding said officer. All complaints against an officer which are in the file for three (3) months, and no action is taken against such officer; shall be considered as unfounded and not be available for use against that officer at a future date. Disciplinary actions against that officer which are not upheld shall be removed from the personnel file and placed in the Internal Affairs files with said disposition designated. Notations of suspensions or termination shall always remain as a permanent record in the employee's personnel file. Written reprimands shall remain on file for two (2) years. The two (2) years for all written reprimands in the file will commence on the date received. If a second written reprimand is given during the two (2) year period, both written reprimands will stay on file for two (2) years commencing on the date of receiving the second written reprimand. After the two (2) years, the record of the written reprimand shall be removed from the personnel file and placed in the department file, with a letter attached designating the reprimand as no longer available for use.

Section 14. Each employee shall be required annually to qualify in firearms training within no more than two (2) sessions, on Towns time, at which times the Town shall supply and pay for the ammunition. However; if the employee fails to qualify within the first two (2) sessions, he must qualify within six (6) months thereafter on his own time and supply and pay for his own ammunition. It is understood there is no limit in the number of attempts to qualify at each session. It shall be the responsibility of each employee to maintain his/her qualification.

Section 15. Performance evaluations shall be completed annually by the Department.

Section 16. Once a year during the month of September, the Town will offer and administer, at the employee's option, a physical fitness evaluation. The date of said test shall be posted with at least 60 days' notice. Whenever possible, the evaluation shall be conducted in the Department's weight room and at the Seymour High School track athletic complex. A Union rep

will work with the Town for purposes of organization and administration. The evaluation shall apply the Cooper Standards (Appendix F attached). Those employees successfully meeting said standards will be paid the sum of \$300. This section is to encourage employees to maintain physical fitness and is not to be utilized to evaluate fitness for duty. The annual tests are not mandatory, and injuries sustained by an employee while voluntarily taking such a physical fitness test shall not be covered by workers' compensation.

ARTICLE 23

ASSIGNMENT TO SPECIALIZED POSITIONS

Section 1. This Article provides the procedure for the assignment of Police Officers to the specialized positions of Valley Street Crime, Statewide Narcotics, K-9 Officer, School Resource Officer, Field Training Officer (FTO), and Community Police Officer.

Section 2. Such assignments shall be made at the discretion of the Chief of Police in accordance with the following procedure:

(A) The opportunity for assignment to a specialized position will be posted on the departmental bulletin board and qualified volunteers will be sought;

(B) The applicants will complete any specialized testing or training required of the position;

(C) All applicants will be interviewed by the Chief of Police, the Chairman of the Board of Police Commissioners and any supervisor in the bargaining unit.

Section 3. Police Officers assigned to Valley Street Crime and Statewide Narcotics will receive the Detectives' rate of pay during their assignment, except while working extra duty. Assignment shall be for a two-year period. The officer shall receive one and one half (1 1/2) hours of compensatory time off for every hour of work over forty (40) hours in a workweek or eight (8) hours in a day. Any work in Seymour shall pay overtime as set forth in Article 10. An employee shall not exceed ninety (90) hours of accumulated comp time without approval of the Chief or his designee. Comp time must be utilized prior to returning to duty at the Seymour Police Department, unless otherwise prevented by an emergency. In that event, an employee shall be paid for the unused accumulated comp time.

Section 4. The K-9 Officer position shall be a patrol person, with two years of experience at the Seymour Police Department, and shall serve a four-year assignment as K-9 officer unless the dog is rendered unfit. The K-9 Officer shall bid for his/her shift in accordance with Article 13. The K-9 Officer shall have an hour per day, during his/her regular eight-hour shift, to take care of the dog and the vehicle. The K-9 officer is eligible for overtime on the same basis as other patrol officers. The Canine Officer shall be compensated with two (2) hours of overtime pay at time and one half (1 1/2) his straight time rate a week to cover the care of the dog on his or her days off which shall not be added to his/her accumulated overtime hours. The Town will pay for food and veterinary costs, necessary training and insurance coverage. The Town owns the dog; the dog shall live at the K-9 officer's residence. The Town shall provide a vehicle when available.

Section 5. To qualify as an FTO, an officer must have a minimum of three (3) years of service with the Seymour Police Department or, in the case of a lateral transfer, be certified as an FTO at the time of hire. A FTO shall be paid a premium of \$1.50 per hour when training a probationary officer assigned to the FTO. In addition to the premium, each primary FTO will receive one (1) day of compensatory time for each FTO assignment.

ARTICLE 24 **SHIFT SWAPPING**

Officers shall be able to swap shift assignments on a one-to-one basis in or outside the same workplace with the approval of each affected shift Commander's approval. The days off shall be documented on the proposed swap form, and it shall be the officer's responsibility to maintain records as to when the swap is scheduled.

The officers involved in the swaps understand that an officer who is caused to work over forty (40) hours in one workweek or over eight (8) hours in a day by substituting for another officer or swapping shifts will not have that time counted as hours worked for overtime purposes, provided the substitution or shift swapping is on a voluntary basis. The record log will list the regularly scheduled officer as working and list the substitute officer as working a swap in parenthesis. Example: Officer A (Officer B working swap).

If an officer fails to show to work as designated in the swap agreement, the officer that failed to report will have the privilege of swapping shifts revoked for six (6) months and the officer that was regularly scheduled to work shall be docked the eight (8) hours pay.

In the event of an ordering in situation, the seniority of the officer regularly scheduled to work shall be assumed by the officer working the swapped shift.

ARTICLE 25 **LONGEVITY**

Section 1. Employees shall receive annually a special payment in recognition of longevity of service. In the pay period immediately following an employee's anniversary of completed years of regular, full-time service, each employee shall receive a payment equal to the following percentage of the employee's then current annual base compensation:

<u>Completed Years</u>	<u>Percentage</u>
At least 3 years, less than 8 years	1.6%
At least 8 years, less than 12 years	1.85%
At least 12 years, less than 17 years	2.1%
At least 17 years, less than 22 years	2.6%
More than 22 years	3.1%

Section 2. Years of service shall be computed from the date of employment.

Section 3. Longevity payment shall be made by check separate from an employee's regular paycheck.

Section 4. To be eligible for longevity payments, an employee must have been certified as a full-time police officer on or before January 1, 2016. Employees who are certified as full-time police officers after January 1, 2016 shall not be entitled to longevity payments.

ARTICLE 26

ALCOHOL AND DRUG FREE WORKPLACE AND DRUG TESTING

Section 1. ALCOHOL AND DRUG FREE WORKPLACE POLICY

PURPOSE

The purpose of this policy is to establish a workplace which is free of the negative effects of alcohol and drug abuse. By accomplishing this task, the Town also seeks to ensure a safer, more healthy working environment for all employees and to reduce absenteeism, tardiness, and other job performance problems, which may be caused by alcohol and drug abuse. This policy is adopted in accordance with the Drug Free Workplace Act.

STATEMENT OF THE POLICY

Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an illegal drug, controlled substance, or alcohol, on or off Town premises, while conducting Town business. Any employee who discovers illegal drugs on Town premises shall notify the Chief who shall investigate the matter and notify appropriate Town officials.

If an employee is convicted under a criminal drug statute for violations occurring while on Town business, s/he must report it to the Chief within five (5) days after the conviction. The Town shall notify any federal agency awarding a grant to the Town, which requires notification, of such conviction, within ten (10) days thereafter. The Employer shall meet with the employee and representative before taking any further action.

Employees shall only use prescription drugs on Town premises which have been prescribed by a licensed medical practitioner, and such drugs shall be used only as prescribed.

An employee shall, not consume alcohol on or off Town premises, unless approved by the employer, [Christmas party, etc.] while conducting Town business. An employee who is on duty shall not be under the influence of alcohol,

Violations of this policy may result in discipline if the employee does not agree to enter the EAP or does not successfully complete the program established by the EAP.

EMPLOYEE ASSISTANCE

In most circumstances, the Town shall provide an employee with an opportunity for rehabilitation in overcoming addiction to, dependence upon, or other problems with alcohol or drugs.

An employee who feels he or she has developed an addiction to, dependence upon, or other problems with alcohol or drugs, is encouraged to seek assistance. Certain benefits for alcoholism or drug addiction are provided under the Town's group medical insurance plan. An employee will be given the opportunity to participate in a rehabilitation program which requires absence from work for bona fide treatment. Such absence may be charged to the employee's accrued and unused sick leave, subject to the provisions of the employee's collective bargaining agreement or the Town's Personnel Rules and Regulations, as applicable. The Employer shall make reasonable accommodations.

Any request for assistance with a drug or alcohol problem will be treated as confidential.

Employees of the Police Department shall be enrolled in the POST Program.

Section 2. The Police Chief or Deputy Chief may require an officer who is on duty to submit to a urinalysis drug test where the Police Chief or Deputy Chief has reasonable suspicion that the employee is under the influence of drugs or alcohol which adversely affects or could adversely affect the officer's job performance, but the Department may not take any adverse personnel action against the officer on the basis of a positive urinalysis drug test unless the Department has given the employee a urinalysis drug test, utilizing a reliable methodology, which produced a positive result and such positive test result was confirmed by second urinalysis drug test, which was separate and independent from the initial test, utilizing the gas chromatography and mass spectrometry methodology. The Department will require prospective employees to submit to urinalysis drug tests utilizing the methodology set forth above. The results of any such test shall be confidential and shall not be disclosed by the Department unless the positive result is the basis of disciplinary action against an officer. Otherwise, the result of a urinalysis drug test shall be maintained along with the other employee medical records. The provisions of this section shall not be arbitrarily applied to discriminate or retaliate against an officer.

Section 3. Part-time officers are entitled to the protections of this Article.

ARTICLE 27 **TRAINING**

Section 1. Effective with the signing of this Agreement, any employee given training on his/her day off shall receive a minimum of four (4) hours pay at time and one-half the regular rate of pay. The Town shall provide all mandated training, certification and re-certification as required.

Section 2. Part-time officers are entitled to the protections of this Article.

ARTICLE 28 **DURATION AND RENEWAL**

Section 1. This Agreement may be altered or modified only by a mutually written agreement of the parties hereto.

Section 2. This Agreement shall be retroactive to the 1st day of July, 2014, and shall continue in full force and effect until midnight on June 30, 2020, and from year to year thereafter unless written notice is served by either party to the Agreement no less than one-hundred twenty (120) days prior to the expiration of this Agreement that modifications or changes be made in the Agreement in which case the parties shall negotiate a new Agreement and shall schedule a meeting within thirty (30) days for such a purpose.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 16th day of March 2015.

FOR THE TOWN OF SEYMOUR

FOR THE SEYMOUR POLICE
UNION LOCAL #564, AFSCME,
AFL-CIO

BY: 

BY: 


Witness

BY: 

BY: _____

APPENDIX A**STATE OF CONNECTICUT
POLICE OFFICER STANDARDS AND TRAINING COUNCIL
JOB DESCRIPTION****JOB TITLE: ENTRY-LEVEL POLICE OFFICER**

GENERAL STATEMENT OF DUTIES: Under regular supervision, performs basic law enforcement duties in accordance with the mission, goals and objectives of an employing law enforcement agency and in compliance with governing federal, state and local laws.

ESSENTIAL FUNCTIONS AND TASKS:**A. Essential Function: Arrest and Detain Persons****Essential Tasks:**

1. Advise persons of constitutional (Miranda) rights.
2. Apprehend and place juvenile offenders in custody.
3. Arrest persons with a warrant.
4. Arrest persons without a warrant.
5. Execute arrest warrants.
6. Plan and Organize service of arrest warrant.
7. Complete necessary forms and affidavits to obtain arrest warrants.
8. Request verification of warrants before execution.
9. Obtain arrest warrant and/or make proper return.
10. Exercise-discretion (choice) in selecting appropriate police action.
11. Fingerprint suspects or prisoners taken into custody.
12. Observe persons in custody to determine whether they are intoxicated or in medical distress, mentally ill, retarded, etc.
13. Take mentally deranged persons into custody for their own protection or that of

others.

14. Contact mental health resource (program, facility, etc.) to obtain help for disturbed person.
15. Book persons in custody by completing arrest and related forms.
16. Check individual making bail for outstanding warrants.
17. Examine physical condition/appearance of prisoners and/or persons in- custody to assess need for medical attention.
18. Confer with prosecutor regarding or to obtain warrant authorization from judge.

B. Essential Function: Protect Crime Scene and Collect Evidence and Information

Essential Tasks:

1. Secure crime scene, i.e. establish security perimeter.
2. Analyze crime scene to determine need for specialist processing.
3. Collect evidence and property from crime scene.
4. Fill out, forms to document chain of custody of evidence.
5. Examine evidence from crime scene to determine-relevance.
6. Use drug test kit to test evidence.
7. Package (bag and tag) evidence.
8. Initial/Mark/Label evidence.
9. Initial/Mark/Label recovered property.

C. Essential Function: Enforce DUI/Traffic Laws and Investigate Traffic Accidents

Essential Tasks:

1. Administer field sobriety tests, e.g. Gaze NYSTAGAMUS, PBT, Standardized Field Sobriety Test, etc.
2. Arrest DUI or DWI suspects.

3. Complete DUI or DWI arrest reports.
4. Seize operator's license from motorist if blood-alcohol test is refused.
5. Inspect vehicles involved in accident to assess damage, cause, etc.
6. Search for and collect physical evidence at accident scene.
7. Control spectator access at scene of police incident.
8. Investigate accident to determine causes or factors contributing to an accident.
9. Collect facts of accident to determine charges.
10. Issue citation for violation in a traffic accident.
11. Determine point or area(s) of impact or point or area(s) of occurrence.
12. Hand sketch diagram of traffic accident.
13. Direct traffic at scene of accident investigation.
14. Follow agency procedures or state statutes to impound and inventory vehicles.
15. Identify and inter-view owners and- others involved in traffic accident.
16. Locate and interview witnesses to traffic accidents.
17. Use measuring device to measure traffic accident scene, e.g. skid marks, etc.
18. Assess need for and organize emergency assistance for traffic accident (e.g. wrecker, ambulance, sand truck).
19. Take measurements at a traffic accident scene (e.g., triangulation, baseline, etc.)
20. Arrest reckless operators.
21. Review/Consider facts of case and State Motor Vehicle Code to select most appropriate charge and/or enforcement action.
22. Make custodial traffic arrest.

D. Essential Function: Operate Patrol Vehicle**Essential Tasks:**

1. Engage in high speed response driving in congested area.
2. Engage in high speed response driving off road.
3. Engage in high speed pursuit driving on open road.
4. Engage in high speed response driving on open road.
5. Operate patrol vehicle in driving rain.
6. Operate patrol vehicle on dirt/gravel covered road.
7. Operate patrol vehicle on ice/snow covered road.
8. Operate patrol vehicle at night.

E. Essential Function; Execute Motor Vehicle Stop**Essential Tasks:**

1. Execute stop of motor vehicle and approach and talk to operator and passengers.
2. Observe operator's eyes, body movements, actions, etc. to evaluate his capability to operate vehicle.
3. Activate emergency equipment and direct violator vehicle out of moving traffic to execute traffic stop.
4. Direct offending vehicle out of moving traffic to execute felony stop.
5. Watch occupants of stopped vehicles to identify unusual or suspicious actions.
6. Execute felony motor vehicle stop.
7. Stop vehicles to investigate, warn or arrest occupants.

F. Essential Function: Conduct Search and Seizure**Essential Tasks:**

1. Conduct full search of arrested persons.

2. Conduct frisk or pat down.
3. Handcuff suspects or prisoners.
4. Search automobile under independent probable cause.
5. Search automobile incident to arrest.
6. Conduct warrantless search of premises or property in hot pursuit, with or without consent, incident to arrest, etc.
7. Seize contraband, weapons and stolen property from suspects.

G. Essential Function: Use Physical Exertion/Force

Essential Tasks:

1. Restrain unruly or violent individuals, remove from public areas and effect arrest if necessary.
2. Break up fights between two or more persons.
3. Use holds or devices to control or take suspect down.
4. Subdue physically attacking person.
5. Use weaponless defense tactics.
6. Subdue person resisting arrest.
7. Grip person tightly to prevent escape/control movement.
8. Disarm violent armed suspect.

H. Essential Function: Use Deadly Force

Essential Tasks:

1. Participate in firearms training.
2. Carry authorized firearm when off duty.
3. Clean and inspect weapon.
4. Discharge firearm in low light conditions, e.g. at night, in darkened room, etc.
5. Discharge firearm at person.

6. Discharge firearm from protective cover position.
7. Draw weapon to protect self or third party.
8. Detain person at gun point.
9. Clear malfunction of various firearms.
10. Reload firearms under combat conditions.
11. Fire weapon in dark environment while using flashlight.
12. Discharge shoulder weapons, e.g. rifle, shotgun, etc.

I. Essential Function: Conduct Initial Investigation of Various Crimes and Events

Essential Tasks:

1. Administer cardio-pulmonary resuscitation (CPR).
2. Administer mouth-to-mouth -resuscitation.
3. Apply basic first aid to control bleeding.
4. Apply basic first aid -to -treat for amputations.
5. Apply basic first aid to treat for diabetic reaction.
 6. Apply basic first aid to treat for electric shock.
 7. Apply basic first aid to treat for gunshot wounds.
 8. Apply basic first aid to treat for heart attack.
 9. Apply basic first aid to treat for stabbing or puncture wounds.
 10. Apply basic first aid for choking, e.g. Heimlich Maneuver.
11. Help evacuate areas endangered by explosive or toxic gases, liquids, or other spilled materials.
12. Place barricades on roadway to protect or secure area, vehicle, etc.
13. Recognize signs of suicide risk in prisoner/arrested person.
14. Talk with persons attempting to commit suicide to get them to delay or stop their

attempt.

15. Use protective gear to prevent contact with infectious diseases, blood- borne pathogens, etc.

16. Put on and take off emergency protective gear; e.g. breathing apparatus, gown, gloves, etc.

17. Observe individual to recognize signs of mental illness.

18. Take control of publicly intoxicated/disruptive person.

J. Essential Function: Conduct Initial Investigation of Various Crimes and Events

Essential Tasks:

1. Interview complainants, witnesses, etc.

2. Listen closely to interviewee, suspect, etc. to ensure full understanding of person's words.

3. Conduct neighborhood canvas to collect-crime-related information.

4. Conduct intelligence activities, e.g. computer checks, backgrounds, on known or suspected offenders.

5. Conduct field or scene one-on-one "show-up" with victim or witness to identify a suspect.

6. Talk with law enforcement personnel to obtain or provide assistance in investigations and to exchange information.

7. Interrogate/Interview suspects.

8. Recognize and define elements of individual criminal charges.

9. Conduct initial investigations of various criminal and non-criminal events.

K. Essential Function: Write and Read Reports and Other Documents

Essential Tasks:

1. Write in-depth narrative reports containing complete sentences and paragraphs (e.g., investigative reports, supplemental/follow-up reports).

2. Prepare arrest-related paperwork, e.g. Prosecutor's Report, Custody Form, Officer's Statement, etc.
3. Write down sworn confessions or other sworn statements from suspects, victims, and witnesses.
4. Describe in written form the location of physical evidence at scene.
5. Summarize in writing the statements of witnesses and complainants.
6. Read reports, legal papers, etc. to maintain knowledge of law enforcement work.
7. Read court and legal papers to determine meaning and proper law enforcement response, e.g. domestic violence orders, restraining orders, etc.
8. Read/Review warrants and affidavits to ensure completeness and accuracy.
9. Record in writing the circumstances related to issuance of traffic citation.
10. Conduct legal research in state and local laws, etc. to determine proper charges or practice.
11. Read and comprehend Department Policy and Procedure and apply same to law enforcement practices.
12. Fill out affidavits and reports to document citizen's complaint.
13. Write field notes to record actions, interviews, etc.

L. Essential Function: Present Evidence and Testimony

Essential Tasks:

1. Confer with prosecutor prior to testimony regarding case.
2. Read/Review case reports and notes to prepare for court testimony.
3. Present evidence and testimony in legal and administrative proceedings, e.g. Preliminary Hearing, Trial, Grand Jury, etc.

M. Essential Function: Intervene in and Resolve Human Relations Problems/Conflicts

Essential Tasks:

1. Intercede in-domestic disputes to resolve maintain peace, protect persons, etc.

2. Enforce restraining/protective order under Connecticut Domestic Violence Law,
3. Use voice and words to calm a situation, send message, etc.
4. Talk with families of juvenile suspects or defendants to advise, notify, counsel, etc.
5. Control hostile groups (e.g. demonstrators, rioters or bar patrons, social gatherings).
6. Speak confidently to project control, self assurance, etc.
7. Maintain control of oneself as many people speak to you simultaneously.
8. Maintain personal calm to prevent making situation worse.
9. Offer alternatives to resolve conflict between disputants.
10. Use body language to project control and influence situation.
11. Observe person's body language to assess attitude, intentions, etc.
12. Use voice commands to project control and direct action.

N. Essential Function: Perform General Patrol Duties

Essential Tasks:

1. Use flashlight, illuminated baton or hand signals to direct traffic.
2. Look for and identify suspect vehicle by color and description.
3. Observe moving vehicles to identify possible criminal activity, e.g. Drug Profile.
4. Look at insignias, tattoos, clothing and their colors to identify possible gang affiliation, criminal suspects, etc.
5. Inspect patrol vehicle for weapons and contraband (e.g., before and after prisoner transport)
6. Smell and investigate unusual odors.
7. Monitor department radio communications to stay aware of police activity.

8. Observe crowds at large gatherings (e.g., concerts, fairs, athletic events, strikes) to detect problems or illegal activity.
9. Perform law enforcement duties in all weather and temperatures.
10. Speak to hostile groups to quiet them.
11. Transport prisoners.
12. Describe persons to other officers (e.g. suspects, missing person).
13. Prepare request for emergency evaluation of individual.
14. Direct actions of law enforcement or public service personnel arriving to assist.
15. Guard arrested persons outside of detention facility.
16. Respond to and control scene involving barricaded subject.
17. Conduct field interview of suspicious person.
18. Investigate suspicious vehicle.
19. Maintain courteous relationship with citizens to foster positive relationship.
20. Behave in a positive and fair manner to develop and maintain trust relationship with citizenry.
21. Use police radio equipment to communicate.
22. Search for person in darkened building or environment.
23. Hold flashlight while performing various law enforcement duties.

EQUIPMENT LIST

EQUIPMENT USED TO PERFORM OR IN
PERFORMANCE OF ESSENTIAL TASKS

1. Automobile
2. Body Armor (hidden vest, exterior vest)
3. Breathalyzer/Intoximeter
4. Business Directory
5. Pepper Spray
6. Car door lock opening device
7. Drug and Narcotic I.D. Field Kit
8. Side-handled baton, e.g. PR 24
9. Fire extinguisher agents
10. Gasoline Pump
11. Blood-borne pathogen protection equipment
12. First Aid Kit
13. Road Flares
14. Flashlight
15. Flexi-cuffs
16. Handcuffs
17. Hand-held police radio (Walkie-Talkie)
18. Manual traffic control device
19. Public Address System
20. Traffic Cones
21. Alley light
22. Radar unit
23. Semi-automatic pistol

24. Shotgun
25. Spotlight
26. Stationary computer terminal
27. Police vehicle radio equipment
28. Typewriter
29. Suspect ID camera
30. Print roller
31. Lights and sirens
32. Marking chalk
33. Rubber gloves
34. Tape measure
35. Battier tape
36. Ballistics body armor
37. Ammunition/magazine/clip
38. Weapon cleaning equipment
39. Fluorescent vest
40. Telephone equipment

APPENDIX B
CENTURY PREFERRED AND BLUE CARE POS PLANS

Category	Century Preferred Plan	Blue Care POS
Costshares	<p>In Network \$10 Office Visit Copay Unlimited Office Visit Maximum Out of Network Subject to deductible and coinsurance Deductible - \$200/\$400/\$500 Coinsurance 80% to \$4,000/\$8,000/\$10,000 Cost Share Max: \$1,000/\$2,000/\$2,500 Lifetime Max In-Network: Unlimited Lifetime Max Out of Network \$1,000,000</p>	<p>In Network: \$10 Office Visit Copay Unlimited Office Visit Maximum Out of Network: Subject to deductible and coinsurance Deductible \$250/\$750/\$750 Cost Share Max: \$1,500 Ind.-\$4,500 Fam. Lifetime Maximum In-Network: Unlimited Lifetime Maximum Out of Network: \$1,000,000</p>
Pediatric	<p>Covered according to age-based schedule Newborn to 1 yr - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 every 2 years 11 years through 21 years - 1 per year \$10 Copay on all above exams Out of Network 80% after annual deductible</p>	<p>Covered according to age-based schedule Newborn to 1 yr - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 every 2 years 11 years through 21 years - 1 per year No Copay on all above exams Out of Network Not Covered</p>

Adult	In Network - \$10 Copay Applies Covered according to age-based schedule 22 through 29 years - 1 every 5 years 30 through 39 years - 1 every 3 years 40 through 49 years - 1 every 2 years Age 50 and over - 1 every year Out of Network 80% Coverage after Deductible	In Network - No Copay Covered according to age-based schedule 22 through 29 years - 1 every 5 years 30 through 39 years - 1 every 3 years 40 through 49 years - 1 every 2 years Age 50 and over - 1 every year Out of Network Not Covered
Vision	In Network Covered once every 24 months \$10 Copay (includes refraction) Out of Network 80% after annual deductible	In Network Covered once every 24 months No Copay Out of Network Not Covered
Pharmacy	Primary Care - In Network Specialty Care - In Network Out of Network 80% after annual deductible	Primary Care - In Network Specialty Care - In Network Out of Network 80% after annual deductible
Gynecological	In Network Covered once every year - \$10 Copay Out of Network 80% after annual deductible	In Network Covered once every year - \$0 Copay Out of Network 80% after annual deductible
Medical Office Visit	Primary Care - In Network \$10 Copay Out of Network 80% after annual deductible Specialist In Network \$10 Copay Out of Network 80% after annual deductible	Primary Care - In Network \$5 Copay Out of Network 80% after annual deductible Specialist In Network \$10 Copay Out of Network 80% after annual deductible
Outpatient PT/OT/ST Chiro	In Network: No Copay Covered up to 50 combined treatments per member per calendar year Out of network - 80% after deductible	In Network: \$5 Copay Subject to medical necessity based on information obtained from your health care provider Out of Network - 80% after deductible
Allergy Services	\$10 Copay for office visits and testing No copay for injections (Treatment Plan Required) Out of Network 80% after deductible 80 visits in a 3 year period for	\$10 Copay for office visits and testing No copay for injections (Treatment Plan Required) Out of Network 80% after deductible 60 visits in a 2 year period for

	injections	injections
Diagnostic Lab & X-ray	In Network: Covered Out of Network 80% after deductible	In Network: Covered Out of Network 80% after deductible
Inpatient Medical Services	In Network: Covered Out of Network 80% after deductible	In Network: Covered Out of Network 80% after deductible
Surgery Fees	In Network: Covered Out of Network 80% after deductible	In Network: Covered Out of Network 80% after deductible
Office Surgery	In Network: Covered Out of Network 80% after deductible	In Network: Covered Out of Network 80% after deductible
Outpatient Mental Health	In Network \$10 Copay Out of network - 80% after deductible	In Network \$10 Copay Out of Network - 80% after deductible
Emergency Room	In or Out of Network: \$25 Copay Waived If Admitted	In or Out of Network: \$50 Copay Waived If Admitted
Urgent Care In participating facilities	In Network: \$25 Copay Out of Network - No Coverage	In Network: \$25 Copay Out of Network - No Coverage
Ambulance	In Network Per trip - \$500 land \$4,000 Air Emergency Situations	In Network Per trip - \$500 land \$4,000 Air Emergency Situations
General/Medical Surgical/Maternity (Semi-Private)	In Network: \$0 per admission Out of Network 80% after deductible	In Network: Covered Out of Network 80% after deductible
Ancillary Services	Covered	Covered

(Medications/Supplies)		
Psychiatric	In Network: \$0 per admission	In Network: \$0 per admission
	Out of Network 80% after deductible	Out of Network 80% after deductible
Substance Abuse Detox	In Network: \$0 per admission	In Network: \$0 per admission
	Out of Network 80% after deductible	Out of Network 80% after deductible

Rehabilitative Services		
Rehabilitative	In network: Covered up to 60 days per calendar year	In Network: Covered up to 60 days per calendar year
	Out of Network 80% after deductible	Out of Network 80% after deductible
Skilled Nursing Facility	Covered 120 days annually	Covered up to 90 days annually
	Out of network 80% after deductible	Subject to deductible and 80% coinsurance
Hospice	In network: Covered up to 60 days - No per admission copay	In Network Covered up to 60 days
		No per admission copay Out of Network 80% after deductible
Outpatient Hospital		
Outpatient Surgery Facility Charges	In Network: Covered	In Network: Covered
	Out of Network 80% after deductible	Out of Network 80% after deductible
Diagnostic Lab & X-ray	In Network: Covered	In Network: Covered
	Out of Network 80% after deductible	Out of Network 80% after deductible
Pre Admission Testing	In Network: Covered	In Network: Covered
	Out of Network 80% after deductible	Out of Network 80% after deductible
Other Services		
Durable Medical Equipment	In Network: Covered	In Network: 20% Copay Max \$1,000
	Out of Network 80% after deductible Limited to Specific Items	Limited to Specific Items Out of Network - Not Covered
Prosthetics	In Network: Covered	In Network: 20% Copay Max \$1,000
	Out of Network 80% after deductible	Out of Network 80% after deductible
Home Health	In Network: Covered up to 200 Visits	In Network: Covered

Care	per calendar year Out of Network 80% after deductible	Includes Infusion Therapy Out of Network: 80% after a \$50 deductible
Prescription Drugs	\$2 generic/\$7 brand/\$0 mail-order Unlimited Maximum Additional Coverage Under Out of Network Benefit	\$2 generic/\$7 brand/\$0 mail order \$Unlimited Maximum No Additional Coverage Under Out of Network Benefit
Vision Rider	Available once per year per member eye exam \$28.00 for frames \$33.50 for single prescription lenses \$52.00 for bifocals \$84.00 for trifocals \$225.00 for contact lenses when used to correct acuity to 20/70 \$33.50 for contact lenses when used for any other reason	Available once per year per member eye exam \$36.00 for frames \$48.40 for single prescription lenses \$59.20 for bifocals \$86.00 for trifocals \$231.00 for contact lenses when used to correct acuity to 20/70 \$48.40 for contact lenses when used for any other reason

PRESCRIPTION DRUG PLAN - OPTION ONE

Generic	\$5
Listed Brand	\$10
Non Listed Brand	\$20
Pharmacy Day Limit	34 day - 100 unit dose
Pharmacy Maximum	Unlimited
Electron Brand	n/a
Non-Par Claims	20%
Mail Order	\$0
MOD Day Limit	100 days
MOD Maximum	Unlimited

[Handwritten signature and date 11/24/00]

APPENDIX C HDHP PLAN SUMMARY



Lumenos HSA Plan Summary

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

<p>First – Use your HSA to pay for covered services: Health Savings Account With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.</p>	<p>Contributions to Your HSA For 2015, contributions can be made to your HSA up to the following: \$3,350 individual coverage \$6,650 family coverage</p> <p><small>Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.</small></p>										
<p>Earn More Money for Your Account What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.</p> <p><small>To receive funds earned through the Healthy Rewards program, you must have an open HSA with MetLife Bank or with another bank through which your employer is sponsoring your HSA.</small></p>	<p>Healthy Rewards If you do this: You can earn this in your HSA:</p> <table> <tr><td>Complete the Health Assessment online</td><td>\$50</td></tr> <tr><td>Enroll in the Personal Health Coach Program</td><td>\$100</td></tr> <tr><td>Graduate from the Personal Health Coach Program</td><td>\$200</td></tr> <tr><td>Complete our Smoking Cessation Program</td><td>\$50</td></tr> <tr><td>Complete our Weight Management Program</td><td>\$50</td></tr> </table> <p><small>Some eligibility requirements apply. See page 2 for program descriptions.</small></p>	Complete the Health Assessment online	\$50	Enroll in the Personal Health Coach Program	\$100	Graduate from the Personal Health Coach Program	\$200	Complete our Smoking Cessation Program	\$50	Complete our Weight Management Program	\$50
Complete the Health Assessment online	\$50										
Enroll in the Personal Health Coach Program	\$100										
Graduate from the Personal Health Coach Program	\$200										
Complete our Smoking Cessation Program	\$50										
Complete our Weight Management Program	\$50										
<p>Plus – To help you stay healthy, use: Preventive Care 100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</p>	<p>Preventive Care No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.</p>										
<p>Then – Your Bridge Responsibility The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0. HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility. Health Account + Bridge = Deductible</p>	<p>Bridge Your Bridge responsibility will vary.</p> <p>Annual Deductible Responsibility \$2,000 individual coverage \$4,000 family coverage</p>										
<p>If Needed – Traditional Health Coverage Your Traditional Health Coverage begins after you have met your Bridge responsibility.</p>	<p>Traditional Health Coverage After your bridge, the plan pays: 100% for in-network providers 80% for out-of-network providers</p>										
<p>Additional Protection For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.</p>	<p>Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers \$ 5,000 individual coverage \$10,000 family coverage</p> <p><small>Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.</small></p>										

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

COHSA505 w/ inc Rx copays NGF (1/14)



Lumenos HSA Plan Summary

Benefits Program

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

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

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

Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18, including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18, including preventive vision exams.

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

Immunizations:

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

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

CGHSA605 w/ no Rx copays NGF (1/14)



Lumenos HSA Plan Summary

Summary of Covered Services

Medical Care

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

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

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

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

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

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

Prescription Drugs -- no copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

Mail Order (90 day supply)

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

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

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

CGHSA605 w inc Rx copays (1/14)



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensee of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

CGHSA605 w inc Rx copays NGF (1/14)

APPENDIX D DENTAL PLAN

Town of Seymour Police Dental Plan

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below:

(CATEGORY 1) DIAGNOSTIC AND PREVENTITIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams - 2/Year
- Prophylaxis - 2/Year
- Topical application of Fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

Unlimited Maximum with category 1, 2, 3.

(CATEGORY 2) BASIC SERVICES

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- | | |
|--|-----------------------------|
| • Fillings | |
| • Root canals | Deductible: \$50 Individual |
| • Stainless steel crowns (Primary Teeth) | Family: \$150 Family |
| • Extractions | |
| • Oral Surgery | |
| • Repair of dentures - 1/Year | |
| • Relining of dentures - 1/2 Years | |
| • Recement crown | |
| • Recement bridge | |
| • Repair bridge | |

Unlimited Maximum with category 1, 2, 3.

(CATEGORY 3) MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- | | |
|------------------------------------|-----------------------------|
| • Crowns - 1/Tooth/5 Years | |
| • Post and core - 1/Tooth/5 Years | Deductible: \$50 Individual |
| • Inlays - 1/Tooth/5 Years | Family: \$150 Family |
| • Onlays - 1/Tooth/5 Years | |
| • Periodontics | |
| • Prosthodontics - 1/Tooth/5 Years | |

Unlimited Maximum with category 1, 2, 3.

Town of Seymour Police Dental Plan Continued

(CATEGORY 4) ADDITIONAL SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Orthodontics

Maximum of \$1,000 per lifetime.

Principal Limitations and Exclusions:

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations, Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. *This is not a legal policy or contract. It is only a general description of your Anthem Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*

APPENDIX E

MEMORANDUM OF AGREEMENT

Between the
Town of Seymour and the Seymour Police Union, Local #564 and Council 15

WHEREAS, the Town and the Union disagree regarding the interpretation of the post-retirement benefits provision of Article 17, Section 1(D); and

WHEREAS, the Union's position is that the original bargaining intent was that retiree group medical insurance provided by the Town from the date of retirement until age 65 would cover not only retirees and their eligible spouses but also eligible dependent children, and that such coverage includes dental and vision coverage; and

WHEREAS, the Town has been providing group medical insurance, including dental and vision coverage, to retired police officers, and their eligible spouses and children, notwithstanding the contractual language which states that retirees and/or spouses will retain the same medical coverage but does not expressly mention eligible dependent children; and

WHEREAS, the parties wish to resolve this disagreement and dispute;

NOW THEREFORE, the Town and the Union agree as follows:

1. The language of Section 1(D) shall apply to all employees hired prior to March 1, 2015 and shall be interpreted to mean that such retirees (if single coverage), and their eligible spouses and their eligible dependents (if two person or family coverage) will retain the same medical plan and coverage, including prescription coverage and any dental and vision coverage, they had on the day before the effective date of retirement until the retiree and/or spouse reaches the age of 65. Should said plan be a HDHP, the Town agrees to fund the HDHP in the same manner and in the same amount as it had on the day before the effective date of retirement. The Town will provide to retirees at and over the age of 65, and/or their eligible spouse when he/she reaches age 65, Blue Cross 65 High Option and Blue Shield 65-82, or if that plan is discontinued, the most comparable available Medicare supplement plan. Premiums for all retirees and any eligible spouse shall be paid in full by the Town. Retirees shall have no premium cost share during their retirement and will remain secure with the same policy throughout their retirement as they were covered by on day one of their retirement.

2. In exchange for the Town agreeing to the above interpretation, the parties agree that the following shall apply to all employees hired on or after March 1, 2015:

For employees hired on or after March 1, 2015 who reach age 55 or older, have a total of at least 25 years of service, and are eligible for and take Normal Retirement, the Town will provide the retiree only with the same group medical coverage, including prescription coverage but excluding any and all dental and vision coverage, provided to active employees until the retiree reaches the age of 65. Retirees will be subject to the same plan changes made for active

employees and will pay the same premium cost share as active employees. If the plan is a HDHP, the Town shall not fund any part of any HSA or HRA and shall not make any deductible contribution. If allowed under the plan or policy, an eligible spouse and the retiree's eligible dependent children may purchase the same group medical coverage as provided to the eligible spouses and dependent children of active employees, excluding dental or vision coverage, by paying the full amount of the premiums.

2. The provisions of Section 1(D) of Article 17 shall apply to all employees regardless of their date of hire who suffer a disabling in-the-line-of-duty injury and are granted a Disability Retirement. In addition, in the event that such a disabled retiree becomes employed after the effective date of his/her Disability Retirement and the employer offers group medical insurance to employees, their spouses and eligible dependent children, the retiree must obtain the group medical insurance coverage offered by the employer for as long as he or she remains employed and must notify the Town in writing of the new employment and their participation in the group medical insurance plan offered by the employer. While coverage is being provided by another employer, the Town will discontinue providing group medical insurance coverage to the retiree and his/her eligible dependents. Should said retiree leave employment with the successor employer, said retiree, his or her spouse, and his or her eligible dependent children, upon receipt of written notice thereof by the Town, shall have coverage through the Town reinstated in accordance with the parameters of Section 1(D) of Article 17 and the terms and conditions of the then applicable policy and plan. If a retiree secures employment with an employer that provides group medical insurance and the retiree fails to so notify the Town, the Town shall have the right to terminate the group medical insurance coverage provided to the retiree and/or his or her eligible dependents.

Signed and effective this ____ day of March, 2015.

THE TOWN OF SEYMOUR:

THE SEYMOUR POLICE UNION LOCAL
#564, AFSCME, AFL-CIO

By: _____
W. Kurt Miller
First Selectman

By: _____
Todd Romagna, Its President

By: _____
Representative, Council #15
AFSCME, AFL-CIO

APPENDIX F

The Cooper Institute Fitness Standards

The Cooper Institute Fitness Standards (Male 40%)

Age	Push ups	Sit ups	1.5 mile run
20-29	29	38	12:29
30-39	24	35	12:53
40-49	18	29	13:50
50-59	13	24	15:14
60 +	10	19	17:19

Note: The Cooper Institute does not have established standards for males 19 ½ years of age in all categories; therefore, these applicants will be held to the 20-29 male standards.

The Cooper Institute Fitness Standards (Female 40%)

Age	Push ups	Sit ups	1.5 mile run
20-29	15	32	15:05
30-39	11	25	15:56
40-49	9	20	17:11
50-59	12 (m)	14	19:10
60 +	5 (m)	6	20:55

Note: The Cooper Institute does not have established standards for females 19 ½ years of age in all categories; therefore, they will be held to the 20-29 female standards. **(m) – represents modified.

APPENDIX C HDHP PLAN SUMMARY



Lumenos HSA Plan Summary

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

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:

\$3,350 individual coverage
\$6,650 family coverage

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

Earn More Money for Your Account

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

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

Healthy Rewards

If you do this:

You can earn this in your HSA:

Complete the Health Assessment online	\$50
Enroll in the Personal Health Coach Program	\$100
Graduate from the Personal Health Coach Program	\$200
Complete our Smoking Cessation Program	\$50
Complete our Weight Management Program	\$50

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
\$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 5,000 individual coverage
\$10,000 family coverage

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

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

CGHSA605 w/ inc Rx copays NGF (1/14)

Section 2. This Agreement shall be retroactive to the 1st day of July, 2014, and shall continue in full force and effect until midnight on June 30, 2020, and from year to year thereafter unless written notice is served by either party to the Agreement no less than one-hundred twenty (120) days prior to the expiration of this Agreement that modifications or changes be made in the Agreement in which case the parties shall negotiate a new Agreement and shall schedule a meeting within thirty (30) days for such a purpose.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 16th day of March 2015.


FOR THE TOWN OF SEYMOUR

FOR THE SEYMOUR POLICE
UNION LOCAL #564, AFSCME,
AFL-CIO

BY: 

BY: 


Witness

BY: 

BY: _____

