



TOWN OF WINCHESTER

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION COPS UNIT#330

WINSTED POLICE DEPARTMENT

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Expires June 30, 2019

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

ARTICLE 1
RECOGNITION AND UNIT DESCRIPTION

Section 1.

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

Section 2.

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

ARTICLE 2
MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 3
EMPLOYEE RIGHTS AND REPRESENTATION

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The Union officers and representatives are as follows: President, Vice President, Secretary, Treasurer, Steward and Alternate Steward.

Section 7.

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

Section 8.

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

ARTICLE 4
STABILITY OF AGREEMENT

Section 1.

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

ARTICLE 5
HOURS OF WORK

Section 1.

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

Section 2. Use three (3) days for training purposes, however, one (1) of the three (3) training days may be broken up into two (2) separate four (4) hour training sessions thereby effectively creating a fourth (4th) training day. Employees will be required to attend training in lieu of three (3), or four (4) as set forth above, of their days off; these days are defined as a day that the employee did not work, and only count toward their minimum 40 hour pay check when an employee is scheduled three days off in one calendar week. The Employer may require an employee to bank three (3), or four (4) training days as set forth above, for use during future training days. The employee will not be paid any additional money for these future training days unless the training extends beyond 8 hours. Any employee who is required to attend training in lieu of a day off and then is subsequently required to work his or her normal shift of work, that normally scheduled work shift will be at time and one half.

Section 3.

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

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

Section 4.

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

Section 5.

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

Section 6.

A Field Training Officer shall receive one hour of compensatory time or pay at the option of the officer for each full shift supervising a trainee.

Section 7.

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

ARTICLE 6
OVERTIME COMPENSATION

Section 1.

Time worked in excess of eight (8) hours on any work day or in excess of the regularly scheduled workweek shall be considered overtime and shall be paid at the rate of time and one-half the applicable rate, except that such time worked on the second or third day off (but not both) shall be paid at double time. There shall be no pyramiding of overtime in any instance.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

When there is available outside detail work, officers will be called and offered the work on a rotating basis from the outside detail overtime roster until the job is filled. If an officer is called to work either regular overtime or an outside detail with fewer than four (4) hours' notice, and declines the work, it will not count as a refusal.

Section 6.

Compensatory time off in lieu of overtime may be granted and accumulated (at the rate of one and one-half hours) up to a maximum of forty (40) hours. Any additional time carried over will be with the approval of the Chief of Police.

ARTICLE 7
WAGES

Effective upon execution and retroactive to July 1, 2016 for employees on payroll as of execution - 2%

Effective July 1, 2017 – 2%

Effective July 1, 2018 – 2%

Section 1. Effective upon execution and retroactive to July 1, 2016, the wage rates in effect on June 30, 2016 shall be increased by two percent (2.00%) and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$50,176.62
2	After probation	\$54,476.45
3	Beginning of year 2	\$63,197.95
4	Beginning of year 3	\$64,446.62
5	Beginning of year 5	\$65,381.64
6	Beginning of year 7	\$66,695.81

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting rate	\$69,600.60
2	Beginning of year 2	\$70,358.03
3	Beginning of year 5	\$72,749.51
4	Beginning of year 7	\$74,211.73

Section 2. Effective July 1, 2017, the wage rates in effect on June 30, 2017 shall be increased by two percent (2.00%) and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$51,180.15
2	After probation	\$55,565.97
3	Beginning of year 2	\$64,461.90
4	Beginning of year 3	\$65,735.55
5	Beginning of year 5	\$66,689.28
6	Beginning of year 7	\$68,029.73

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting Rate	\$70,992.61
2	Beginning of year 2	\$71,948.79
3	Beginning of year 5	\$74,204.50
4	Beginning of year 7	\$75,695.97

Section 3. Effective July 1, 2018, the wage rates in effect on June 30, 2018 shall be increased by two percent (2.00%) and the salary schedule shall be restructured resulting in the following rates of pay:

PATROL OFFICERS

Step	Years of Service As Patrol Officer	Annual Salary
1	Starting Rate	\$52,203.75
2	After Probation	\$56,677.29
3	Beginning of year 2	\$65,751.14
4	Beginning of year 3	\$67,050.26
5	Beginning of year 5	\$68,023.06
6	Beginning of year 7	\$69,390.32

SERGEANTS

Step	Years of Service As Sergeant	Annual Salary
1	Starting Rate	\$72,412.46
2	Beginning of year 2	\$73,387.77
3	Beginning of year 5	\$75,688.59
4	Beginning of year 7	\$77,209.89

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

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

Section 6. Shift premiums shall be as follows:

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

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

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

ARTICLE 8 **HOLIDAYS**

Section 1.

The following days shall be considered paid holidays:

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 9 **SENIORITY**

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

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

Section 5.

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

Section 6.

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

ARTICLE 10
CLOTHING ALLOWANCE

Section 1.

The Town shall provide and maintain each Police Officer's outer uniform, to include gloves, shirts, necktie, turtlenecks, raincoat, shoes, slicker, boots and rubbers of good quality and condition. Also, equipment consisting of semi-automatic service weapon and holster, belt, handcuffs, magazine pouch, ammunition, pepper spray, PR-24, ASP, taser, holster and riot equipment as necessary. Officers assigned to detective duties on a full-time basis will be outfitted with similar equipment and clothing as required, not to include ties. Uniforms, including ballistic vests, damaged in the line of duty will be replaced as soon as possible. The Department shall reimburse each officer up to \$500 for purchase or replacement of a ballistic vest once the vest reaches the expiration according to the manufacturer.

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

Section 2.

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

Section 3.

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

ARTICLE 11
COURT DUTY

Section 1.

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

Section 2.

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

Criminal Cases:

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

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

An officer who receives a request to attend a meeting with a prosecutor or inspector from the State's Attorney's office, for purposes of preparing for a court hearing, shall notify the Chief or Deputy Chief immediately. Every effort shall be made to have the preparation meeting scheduled during the officer's regular duty shift. If that cannot be done, upon approval by the Chief or Deputy Chief, the officer will receive compensatory time, or pay if mutually agreed by the officer and the Chief, at time and one-half for the actual time spent in the preparation meeting. When compensation is by compensatory time and the hours are not contiguous to the officer's shift, the officer shall receive a minimum of four (4) hours. If compensation is with pay and the hours are not contiguous to the officer's shift, the officer shall receive minimum callback of three (3) hours.

Civil Cases:

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

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

Grievances, Arbitrations and Labor Board Conferences/Hearings:

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

Release Without Pay:

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

Notice of Subpoena or Requests for Release:

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

Section 3.

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

Section 4.

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

ARTICLE 12
VACATION AND SICK LEAVE

Section 1.

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

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

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

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

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

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

Section 2.

Each employee shall be allowed one (1) day per month sick leave with pay beginning the month of appointment. Any unused portion of sick leave of employees hired before July 01, 1997 shall accumulate from calendar year to calendar year, up to a maximum accumulation of one hundred fifty (150) days. Any unused portion of sick leave of employees hired after July 01, 1997 shall accumulate from calendar year to calendar year, up to a maximum accumulation of sixty (60). In all cases where such sick leave exceeding five (5) working days is taken because of illness, bodily injury or exposure to contagious disease, a certificate provided by the town must be completed by the physician indicating the nature, extent of disability and probable duration of the disability and be submitted to the Chief, substantiating the reason for absence. When accumulated sick leave credit has been used accrued vacation may be used to extend sick leave on request of the employee and authority of the Police Chief and Town Manager in each case.

Section 3. Upon execution of this Agreement that expires on June 30, 2019, employees shall be entitled to accumulated sick leave allowance applicable to retirement, death, or termination in good standing which for employees hired before July 01, 1997 shall not exceed one hundred percent (100%) or a maximum of two hundred dollars (\$200.00) a day of up to one hundred thirty (130) days of accumulated sick leave. Employees hired after July 01, 1997 shall be entitled to accumulated sick leave allowance applicable to retirement, death, or termination in good standing which shall not exceed one hundred percent (100%) or a maximum of two hundred dollars (\$200.00) a day of up to sixty (60) days of accumulated sick leave.

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

Section 4. Vacation choice shall be by rank seniority, with each eligible employee entitled to take vacation, if practical and upon the Chief's discretion, subject to the demands of the service of the Department. The Chief of Police shall not be required to grant an employee's leave request for personal or compensatory time if the employee's position cannot be filled without incurring overtime. The Chief of Police shall grant vacation leave requested at least twenty-four (24) hours in advance provided that granting the request does not result in more than one overtime slot.

ARTICLE 13
OTHER LEAVES OF ABSENCES

Section 1.**Funeral Leaves:**

- (a) Special leave of five (5) working days with pay between the date of the death and the date of the funeral inclusive, shall be granted an employee in the event of the death of his/her spouse or child or stepchild. If any other member of the immediate family of a Town employee dies, the employee shall be granted up to three (3) days leave without

loss of pay, vacation time, etc., to arrange for and attend the funeral. "Immediate Family" is hereby defined as father, mother, brother, sister, grandparents, grandchildren and immediate in-laws, i.e., father-in-law, mother-in-law, brother-in-law or sister-in-law.

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

Section 2.

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

Section 3.

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

ARTICLE 14 **OUTSIDE DETAILS**

Section 1.

All outside details shall be distributed to the members of the unit on a fair and equitable rotational basis. A roster will be posted on the bulletin board. A detail refusal will count as a turndown.

Section 2.

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

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

Section 3.

As soon as practicable following the ratification and acceptance of the 7/01/2012 – 6/30/2016 agreement, the Union will establish and administer a Voluntary Employee Benefits Association (VEBA) Trust.

The Town agrees to contribute to the Union's aforementioned trust, annually in the month of July, as follows:

- (a) Fiscal year 2015 – 2016 – twenty thousand dollars (\$20,000)
- (b) Fiscal year 2016 – 2017 – twenty thousand dollars (\$20,000)
- (c) Fiscal year 2017 – 2018 – twenty thousand dollars (\$20,000)
- (d) Fiscal year 2018 – 2019 – twenty thousand dollars (\$20,000)

Additionally, effective upon ratification and acceptance of the 7/01/2012 – 6/30/2016 agreement, the Town agrees to contribute five dollars (\$5.00) per officer per week into the Union's VEBA Trust until June 30, 2016.

Furthermore, the Town will assess a ten dollar (\$10.00) per hour surcharge on all outside details, with the exception of Town funded outside details, which surcharge shall be deposited in the Union's VEBA Trust on a monthly basis.

The Town agrees to hold in trust the aforementioned monies until such time as the Union's VEBA Trust is established.

ARTICLE 15
GRIEVANCE AND ARBITRATION

Section 1.

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

Section 2.

Grievances will be processed in the following manner:

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

his designee will render his decision in writing within ten (10) calendar days of his receipt of the grievance.

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

Section 3.

Arbitration.

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

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

Section 4.

General Provisions.

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

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

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

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

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

represented by counsel in the matter, the decision shall also be sent to the Union's counsel.

ARTICLE 16 INSURANCE AND RETIREMENT

Section 1.

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

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

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

For example, an employee has family coverage under the HDHP Plan and the monthly premium is \$2,121.34 plus \$157.82 for family dental coverage for a total of \$2,279.16 per month. The employee is contractually responsible for 15% of the total premium or \$341.87 per month. The Town's monthly cost towards the premium is \$1,937.29. Further, the Town is contributing sixty percent (60%) towards the annual deductible of \$4,000.00 or \$200.00 per month. Therefore, the Town's total cost per month for the HDHP Plan is \$2,137.29.

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

- c. Blue Cross Full Service Dental Plan without riders. The employee may purchase the

available riders at the employee's expense, through payroll deduction.

Effective upon ratification and approval of this Agreement that expires on June 30, 2019, each employee shall be required to contribute sixteen percent (16%) of the premium costs for individual, dependent or family coverage for the HDHP. Effective July 1, 2018, each employee shall be required to contribute seventeen percent (17%) of the premium costs for individual, dependent or family coverage for the HDHP.

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

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

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

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

Section 4. Insurance Waiver

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

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

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

4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

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

ARTICLE 17 MISCELLANEOUS

Section 1.

Space shall be provided in the Police Department for a Union bulletin board of reasonable size to be supplied by the Employer for the posting of announcements relating to official Union business and activity.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

In case of an accident involving the driver of a police cruiser, the driver shall not be relieved of duty, disciplined or suspended until a complete investigation has been made by a superior officer appointed by the Chief or his/her designee.

Section 11.

Any charge or complaint by a member of the public may be made against a police officer. The Chief or his designee shall have the discretion to investigate any charge or complaint whether made orally or in writing. However, the Chief or his designee or the Town Manager shall request that complaints be reduced to writing, and include a particular description of the acts complained of, and names of witnesses with addresses. The Union and Union President and employee involved shall be informed immediately of such complaint with a copy of either the written complaint or, in the case of an oral complaint, any write-up by the person taking it, to the steward, the employee, and the President of the Union within seventy-two (72) hours. Within ten (10) working days an investigation shall be initiated by the Chief or his designee, and if any normal charges are to be made against the employee involved as a result of such investigation, a hearing will be held before the Chief and Town Manager.

Section 12.

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

Section 13.

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

Section 14.

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

Section 15.

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

Section 16.

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

Section 17.

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

Section 18.

In addition to holidays and vacations herein provided, if an employee shall have perfect attendance for any forty-five (45) consecutive days, the employee shall receive one (1) extra day off with pay. Absence for vacation leave, funeral leave or authorized leave will not mar

otherwise perfect attendance; absence for sick leave or suspension will mar perfect attendance. Perfect attendance days are to be taken by the employee within one (1) year from the date of accrual, or they will be paid for. If an employee has perfect attendance for any three hundred and sixty five day (365) period they shall receive, in addition to the above, one (1) additional day off. The 45/1 - 365 day cycle will start at the signing of this contract or after an employee reaches his 90th day under the old provisions, provided that such employee has already passed the 45th day.

ARTICLE 18 EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

Section 1.

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

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

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

Section 2.

Tuition Reimbursement.

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

- (a) The officer must obtain approval for attendance in advance from the Chief.
- (b) If approval is granted in time for including the estimated cost in the Department's budget, the officer shall be reimbursed provided the other conditions of this section are met. Otherwise, reimbursement shall be subject to the availability of funds in the Department's training budget.
- (c) Reimbursement shall be granted only for police related courses or programs unless approval was granted for a non-police related course prior to implementation of this 2000-2003 Agreement.
- (d) The officer must present proof of successful completion of the course with a passing grade of C or better. This proof, together with a receipt for the tuition, shall be presented to the Chief of Police.

ARTICLE 19
PHYSICAL CONDITIONING

Section 1.

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

Section 2.

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

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

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

Section 3.

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

Town reserves the right to take disciplinary action with respect to any officer who does not meet the reasonable standards of physical, mental, and psychological performance.

ARTICLE 20 TRAINING

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 21 DRUG AND ALCOHOL TESTING

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

SCREENING

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

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

TESTING BASED UPON REASONABLE SUSPICION

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

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

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

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

RANDOM TESTING

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

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

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

REFUSAL TO SUBMIT

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

TESTING PROCEDURES

1. The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
2. If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an officer of higher rank who is trained in use of the breathalyzer, designated by the Police Chief or Deputy Chief. If the initial breathalyzer tests positive for the presence of alcohol, a confirming test shall be by one of the following methods, at the option of the Chief or his designee:
 - a) a second breathalyzer test; or
 - b) a blood or urine test, whichever the employee elects.
3. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
4. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
5. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen. Such information will not be used as the basis for criminal charges against the employee.
6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.

7. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 11 below.
8. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
9. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only a confirmed test will result in a positive report.
10. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
11. Any member whose drug or alcohol test results in a positive report may, within five (5) days of receiving notification of such result, request in writing to the Director of Personnel that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The second specimen taken from the employee under paragraph 7 above shall be used for the retesting. This specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The employee shall pay for the second testing; provided, however, that should such test result in a negative report, the employee shall be reimbursed by the Department.

RESULTS OF DRUG SCREENING TESTS

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

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action which may include discharge, except as provided in the section below

concerning rehabilitation. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.).

The consequences of a positive test shall be as follows:

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

OPPORTUNITY FOR REHABILITATION

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

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

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

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

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

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regular hourly rate of pay for time spent in testing. An employee shall normally be tested during his/her regular shift or at a time contiguous to that shift.

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

ARTICLE 22 LIGHT DUTY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 23
DURATION

Section 1.

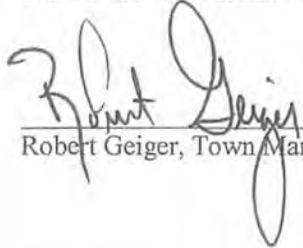
The Town and Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing. Only employees on the payroll as of the effective date of an increase to wages or benefits will be eligible for such increase. This Agreement shall remain in effect through June 30, 2019, and shall continue in effect thereafter unless modified as a result of either party giving written notice not less than one hundred and fifty (150) days or more than one hundred and eighty (180) days before expiration of the Agreement of their intentions to amend the Agreement.

Section 2.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 6TH day of June, 2017.

TOWN OF WINCHESTER


Robert Geiger, Town Manager

UNITED PUBLIC SERVICE EMPLOYEES
UNION COPS UNIT #330

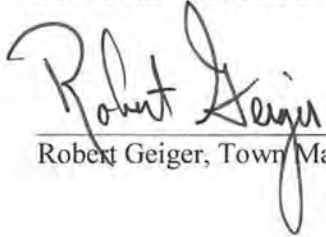

Kevin E. Boyle, UPSEU President


Jeremy Powell, Labor Representative


Michael Roy, Local President Unit #33

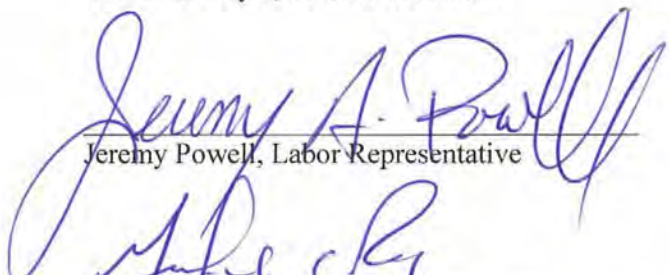
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 6TH day of June, 2017.

TOWN OF WINCHESTER


Robert Geiger, Town Manager

UNITED PUBLIC SERVICE EMPLOYEES
UNION COPS UNIT #330

Kevin E. Boyle, UPSEU President


Jeremy Powell, Labor Representative


Michael Roy, Local President Unit #33

APPENDIX A

ConnectiCare

FlexPOS-CNT-HSA-2000I/4000F-70-Combined Open Access Contract Year Benefit Summary (A)

The Individual Deductible and Maximum Out-of-Pocket applies if you have coverage only for yourself and not for any dependents. The Family Deductible and Maximum Out-of-Pocket applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met. No one Member will exceed an In-Network Maximum Out-of-Pocket greater than \$6,850.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

Personalized for: Town of Winchester HSA - UPSEU, Non-Union, Police, Dispatch

Getting care in our network

In-Network Preventive Services

These services are no cost to you when you use an **in-network** doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.

- Physical
- Well woman visit and pap test
- More than 25 screenings, including mammograms and colonoscopies
- Flu shot
- Vaccinations
- Certain birth control and other prevention medications

Your care costs

Costs for these services are shared by you and ConnectiCare as follows when you use a doctor or facility in our network.

	Single Coverage	Family Coverage
In-network deductible Plan deductible is combined for in and out-of-network	\$2,000	\$4,000
In-network maximum out-of-pocket Out-of-pocket maximum is combined for in and out-of-network	\$4,000	\$8,000
After you've spent the in-network maximum out-of-pocket amount in deductibles, copays and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of that year.		
Screenings	Your cost	
Baseline routine mammography	\$0 plan deductible waived	
Routine mammography including tomosynthesis screening	\$0 plan deductible waived	

Screenings	Your cost
Breast ultrasound screening	\$0 after plan deductible
Routine vision exam one exam per year	\$0 plan deductible waived
Allergy testing	\$0 after plan deductible
Hearing Screenings one exam per year	\$0 plan deductible waived
Ongoing Care and Sick Visits	Your cost
Primary care services	\$0 after plan deductible
Specialist services	\$0 after plan deductible
Gynecologist services	\$0 after plan deductible
Maternity and pre-natal care visits	\$0 plan deductible waived
Allergy injections	\$0 after plan deductible
Telemedicine visit	\$0 after plan deductible
Retail clinic	\$0 after plan deductible
Nutritional Counseling Limit 3 visits per year	\$0 after plan deductible
Infertility (Infertility benefits outlined in the Certificate of Coverage are unlimited, with no age or cycle restrictions)	\$0 (Office visit) after plan deductible \$0 (Ambulatory Services Outpatient) after plan deductible \$0 (Inpatient Hospital) after plan deductible
Lab and Radiology Performed in a hospital, lab or radiology facility (Please refer to the provider directory for facility type)	
Laboratory services	\$0 after plan deductible
Non-advanced radiology X-ray, diagnostic	\$0 after plan deductible
Advanced radiology MRI, PET and CAT scan and nuclear cardiology	\$0 after plan deductible
Sudden and Unexpected Care The In-network cost share applies for both the In-Network and Out-of-Network services	
Urgent care or other walk-in clinic	\$0 after plan deductible
Emergency room	\$0 after plan deductible
Ambulance	\$0 after plan deductible

Inpatient Hospital Services	
Inpatient hospital services, including room and board	\$0 after plan deductible
Skilled nursing facilities up to 120 days per year	\$0 after plan deductible
Inpatient rehabilitation up to 100 days per year	\$0 after plan deductible
Private Duty Nursing up to \$15,000 per year	\$0 after plan deductible
Outpatient Hospital Services and Home Care (Please refer to the provider directory for facility type)	
Hospital outpatient facilities	\$0 after plan deductible
Ambulatory surgical center	\$0 after plan deductible
Home health services up to 200 visits per year Nursing and therapeutic services limited to 200 visits Home Health aide services limited to 80 visits that are applicable to the 200 visit limit	\$0 after plan deductible
Outpatient Rehabilitative Services	
Rehabilitative services up to 50 visits per year once maximum is met additional visits above 50 are subject to Out-of-Network cost share (includes services combined for physical, speech and occupational therapy and chiropractic services)	\$0 after plan deductible
Mental Health and Substance Abuse	
Inpatient mental health services	\$0 after plan deductible
Inpatient alcohol and substance abuse treatment	\$0 after plan deductible
Outpatient mental health, alcohol and substance abuse treatment (office visits and home services)	\$0 after plan deductible
Outpatient mental health, alcohol and substance abuse treatment (intensive outpatient treatment and partial hospitalization)	\$0 after plan deductible

Supplies	
Durable medical equipment including prosthetics and disposable medical supplies (Includes Wigs prescribed by an oncologist for Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)	\$0 after plan deductible
Diabetic equipment and supplies	\$0 after plan deductible
Modified food products and specialized formula pharmacy tier	\$0 after plan deductible

Getting care outside of our network

You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor" directory on connecticare.com.

	Single Coverage	Family Coverage
Out-of-network deductible Plan deductible is combined for in and out-of-network	\$2,000	\$4,000
Out-of-network coinsurance	20% after plan deductible	20% after plan deductible
Out-of-network home health care	20% after plan deductible	20% after plan deductible
Out-of-network durable medical equipment	20% after plan deductible	20% after plan deductible
Out-of-network maximum out-of-pocket Out-of-pocket maximum is combined for in and out-of-network	\$4,000	\$8,000

Important Information

- This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Contract year.
- A Referral from your Primary Care Provider is not required.
- If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2017.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.

ConnectiCare

FlexPOS Combined Deductible Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: Town of Winchester HSA - UPSEU, Non-Union, Police, Dispatch

Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	Single Coverage	Family Coverage
In-network Contract Year plan deductible (Deductible is combined for In and out-of-network)	\$2,000	\$4,000
In-network maximum out-of-pocket (Maximum is combined for In and out-of-network)	\$4,000	\$8,000
	Your cost retail (up to a 34 day supply per prescription)	Your cost mail order (up to a 100 day supply per prescription)
Generic drugs	\$0 after plan deductible	\$0 after plan deductible
Preferred brand drugs	\$0 after plan deductible	\$0 after plan deductible
Non-preferred brand drugs	\$0 after plan deductible	\$0 after plan deductible
Getting care outside of our network		
You may also get care outside of our network; however, your share of the costs will be higher.		
	Single Coverage	Family Coverage
Out-of-network deductible (Deductible is combined for In and out-of-network)	\$2,000	\$4,000
Out-of-network coinsurance	20% after plan deductible	20% after plan deductible
Out-of-network mail order	100%	100%
Out-of-network maximum out-of-pocket (Maximum is combined for In and out-of-network)	\$4,000	\$8,000

Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.
- Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and are not part of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy is different from the Cost Share for ConnectiCare's Mail Order program.
- Always remember to carry your ConnectiCare ID Card.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

APPENDIX B

ConnectiCare

FlexPOS-CAL-20-20-0-100A-01 Open Access Calendar Year Benefit Summary

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your membership agreement on connecticare.com for a complete list of benefits.

Personalized for: Town of Winchester - UPSEU, Non-Union, Police, Dispatchers

Getting care in our network

In-Network Preventive Services These services are no cost to you when you use an in-network doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.	
<ul style="list-style-type: none"> Physical Well woman visit and pap test More than 25 screenings, including mammograms and colonoscopies 	<ul style="list-style-type: none"> Flu shot Vaccinations Certain birth control and other prevention medications

Your care costs Costs for these services are shared by you and ConnectiCare as follows when you use a doctor or facility in our network.		
	Single Coverage	Family Coverage
In-network deductible	None	None
In-network maximum out-of-pocket	\$6,350 Employee	\$12,700 Employee +1 \$12,700 per Family
After you've spent the in-network maximum out-of-pocket amount in deductibles, copays and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of that year.		
Screenings	Your cost	
Baseline routine mammography	\$0	
Routine mammography including tomosynthesis screening	\$0	
Breast ultrasound screening	\$0	
Routine vision exam one exam every two years	\$0	
Allergy testing Unlimited	\$20	
Hearing Screenings one exam every two years	\$0	

Ongoing Care and Sick Visits	Your cost
Primary care services	\$20
Specialist services	\$20
Gynecologist services	\$20
Maternity and pre-natal care visits	\$0
Allergy injections up to 60 visits every two years	\$0
Telemedicine visit	\$20
Retail clinic	\$20
Nutritional Counseling Limit 3 visits per year	\$0
Infertility (Infertility benefits outlined in the Certificate of Coverage are unlimited, with no age or cycle restrictions)	\$20 (Office visit) \$0 (Ambulatory Services Outpatient) \$100 per admission (Inpatient Hospital)
Lab and Radiology Performed in a hospital, lab or radiology facility (Please refer to the provider directory for facility type)	
Laboratory services	\$0
Non-advanced radiology X-ray, diagnostic	\$0
Advanced radiology MRI, PET and CAT scan and nuclear cardiology	\$0
Sudden and Unexpected Care The In-network cost share applies for both the In-Network and Out-of-Network services	
Walk-in center	\$20
Urgent care center	\$25
Emergency room Copayment waived if admitted	\$100
Ambulance	\$0
Inpatient Hospital Services	
Inpatient hospital services, including room and board	\$100 per admission
Skilled nursing facilities up to 90 days per year	\$0
Inpatient rehabilitation up to 60 days per year	\$0
Private duty nursing	\$0

Outpatient Hospital Services and Home Care (Please refer to the provider directory for facility type)	
Hospital outpatient facilities	\$0
Ambulatory surgical center	\$0
Home health services	\$0
Outpatient Rehabilitative Services	
Rehabilitative services Unlimited (includes services combined for physical, speech and occupational therapy and chiropractic services)	\$20
Mental Health and Substance Abuse	
Inpatient mental health services	\$100 per admission
Inpatient alcohol and substance abuse treatment	\$100 per admission
Outpatient mental health, alcohol and substance abuse treatment (office visits and home services)	\$20
Outpatient mental health, alcohol and substance abuse treatment (intensive outpatient treatment and partial hospitalization)	\$0
Supplies	
Durable medical equipment including prosthetics and disposable medical supplies No member cost for wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	20%
Diabetic equipment and supplies	20%
Modified food products and specialized formula pharmacy tier	\$0

Getting care outside of our network

You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor" directory on connecticare.com.		
	Single Coverage	Family Coverage

<p>You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor" directory on connecticare.com.</p>		
Out-of-network deductible	\$250 Employee	\$500 Employee +1 \$750 per Family
Out-of-network coinsurance	20% after plan deductible	20% after plan deductible
Out-of-network home health care	20% after \$50 benefit deductible	20% after \$50 benefit deductible
Out-of-network durable medical equipment	20% after plan deductible	20% after plan deductible
Out-of-network maximum out-of-pocket	\$1,750 Employee	\$3,500 Employee +1 \$5,250 per Family
Important Information		
<ul style="list-style-type: none"> • This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Calendar year. • A Referral from your Primary Care Provider is not required. • If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722. • Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization. • Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • If you are a Massachusetts resident, please refer to your <i>amendatory rider for Massachusetts mandated benefits</i> for additional details of your mandated benefits. • If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2017. • Your plan is Insured by ConnectiCare Insurance Company, Inc. 		

ConnectiCare

Prescription Drug Copayment Plan Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your Prescription Drug Rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Calendar year.

Personalized for: Town of Winchester - UPSEU, Non-Union, Police, Dispatchers

Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	Single Coverage	Family Coverage
In-network maximum out-of-pocket (Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)	\$6,350 Employee	\$12,700 Employee +1 \$12,700 per Family
	Your cost retail (up to a 30 day supply per prescription)	Your cost mail order (up to a 100 day supply per prescription)
Generic drugs	\$5	\$10
Preferred brand drugs	\$20	\$40
Non-preferred brand drugs	\$35	\$70
Getting care outside of our network		
You may also get care outside of our network; however, your share of the costs will be higher.		
	Single Coverage	Family Coverage
Out-of-network coinsurance	20%	20%
Out-of-network mail order	100%	100%
Out-of-network maximum out-of-pocket	\$1,750 Employee	\$3,500 Employee +1 \$5,250 per Family

Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at www.connecticare.com or call our Member Service Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.
- Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to a 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and are not part of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy is different from the Cost Share for ConnectiCare's Mail Order program.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your benefits
- Always remember to carry your ConnectiCare ID Card.

APPENDIX C

MEMORANDUM OF AGREEMENT CANINE OFFICER

This Agreement is made by and between the Town of Winchester ("Town") and the International Brotherhood of Police Officers, Local 330 ("Union").

WHEREAS, a dog that may be suitable for training and use by a Canine Officer has been donated to the Police Department; and

WHEREAS, the Town is willing to invest in care and training of the dog, as well as training and certification for a Canine Officer; and

WHEREAS, an officer has volunteered for the assignment of Canine Officer and has been accepted for such assignment by the Chief of Police;

NOW THEREFORE, subject to the Officer receiving appropriate certification as required by the Police Officer Standards and Training Council (POST), the Town and the Union agree to the following terms and conditions of employment related to the Canine Officer within the Winchester Police Department:

1. The Canine Officer shall board the dog at his home at no cost to the Town. When the Officer is away from home due to vacation, the dog shall be boarded at Ruddy's Kennels, or another acceptable location, and the cost of such boarding shall be paid by the Town. The Canine Officer shall give the Chief as much advance notice as possible, of the need to make arrangements for boarding.

2. The Canine Officer shall be responsible for the feeding, grooming and other care of the dog. The Town shall reimburse the Canine Officer for all reasonable out-of-pocket expenses incurred by the Canine Officer for the purchase of food and medicine for the dog, and shall pay for any veterinary bills incurred for the dog. Expenses incurred and payments made shall be in accordance with the Town's normal Finance Department and purchasing procedures.

3. The Town shall provide and pay for any equipment that is required for handling and use of the dog by the Canine Officer while performing his police duties.

4. The Town shall compensate the officer at the rate of \$11.22 per day for time spent in care and training of the dog. This rate shall increase in the same time and by the same percentages as general wage increases under the collective bargaining agreement.

5. The Town shall release the Canine Officer from duty to attend training with the dog for certification as a canine team. The Town shall also release the Canine Officer from duty to attend any required recertification or review training in the future. If there is a fee for

such training program(s), the fee shall be paid by the Town. The Canine Officer shall not be assigned to a regular tour of duty while he is scheduled for training, so that there will be no overtime cost for such training, unless the Chief determines that Police Department operating needs so require.

6. The Police Department shall designate a vehicle for use by the Canine Officer and the dog, while performing police duties and attending canine training. Normally, this vehicle shall be for the exclusive use of the Canine Officer. However, it may be used for other police purposes when the Canine Officer is off duty or on vacation or when the Chief determines that Police Department operating needs so require. The Canine Officer shall be responsible to see that the vehicle assigned is kept clean and in good condition so it is suitable for use by other police officers.

7. In the event that the dog donated to the department is not certified or is found unsuitable for use in police work:

- (a) The Canine Officer shall have the option to keep the dog as a personal pet, with the Town having no further responsibility for its care.
- (b) The Town will consider accepting another dog, provided that the Town, in its discretion, determines that such would be in the best interest of the Town and the Police Department and that funds are available.

8. The operation of the canine unit shall be governed by a standard operating procedure of the Police Department. The Police Chief shall confer with the Canine Officer concerning the content of such procedure.

9. Nothing in this Agreement shall be construed as a waiver of the Town's management right to determine the nature, duration and extent of the canine program in the Police Department.

APPENDIX D

MEMORANDA OF AGREEMENT

RE: Article 7, Wages

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

RE: Article 17, Section 12
Selection of Shift Supervisor

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

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

5. It is understood that the Chiefs selection of a patrol officer(s) to serve as Officer-in-Charge/Shift Supervisor shall not be subject to the grievance and arbitration procedure of this Agreement. However, the parties may submit reasonable disputes regarding the selection of shift supervisors to mediation by the State Board of Mediation and Arbitration.

6. This process will be mutually revisited and reevaluated in or about [INSERT MUTUALLY AGREEABLE DATE] to discuss any needed modifications to this process at that time and thereafter as needed to meet the needs of the Police Department organization.

7. When there is no regularly scheduled Sergeant or Officer in Charge/Shift Supervisor available for a particular shift, assignments will be made from the existing overtime list by rotation from among those qualified (i.e. Sergeants and Officers in Charge/Shift Supervisors). In the event that no qualified employee accepts such assignment voluntarily, the least senior qualified employee (i.e. Officer in Charge/Shift Supervisor) shall be ordered in to work the shift assignment.

8. Agree to have Town implement Corporal position and to negotiate the impact wages, etc. once the Town provides the union with the details of this proposal. Agree to have town implement corporal position and to negotiate the impact wages, etc. once the Town provides the union with the details of this proposal. Upon the completion and implementation of the negotiated impact wages, etc. for the corporal position the union agrees to remove the "on the trial basis" from the OIC memoranda of agreement.

APPENDIX E

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

Officer's Name:

Date of Hire:

Period of Supervision,

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

Yes

No

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