

AGREEMENT  
BETWEEN  
THE TOWN OF WOLCOTT, CONNECTICUT  
AND  
I.B.P.O. LOCAL 332  
WOLCOTT POLICE DEPARTMENT  
2017 - 2021

Draft  
June, 2018

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## AGREEMENT

## BETWEEN

THE TOWN OF WOLCOTT, CONNECTICUT

## AND

LOCAL 332

WOLCOTT POLICE DEPARTMENT

This AGREEMENT, made and entered into between the TOWN OF WOLCOTT, CONNECTICUT, hereinafter referred to as the "EMPLOYER", and the INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 332, hereinafter referred to as the "UNION" and jointly referred to as the "PARTIES".

## 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 in the Unit.

Section 2. The unit to which the Agreement is applicable consists of all regular uniformed and investigatory employees up to and including the rank of Captain.

Section 3. There shall be no discrimination, coercion or intimidation of any kind against any employee of the Employer for any reason whatsoever, including marital status, age, sex, sexual orientation, gender identity or expression, race, creed, color, religious belief, Union activity, military service/veteran status, disability except in the case of bona fide occupation qualification and/or any other protected class status by either the Town or the Union.

## ARTICLE 2 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right, without fear of a penalty of reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management for the Union and acting as a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town of Wolcott, the Police Department, or to any other appropriate authority or officials. Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization that would violate any rights of the Union under this Agreement or the law.

Section 2. The members of the Union's bargaining committee, 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 such meeting between the Employer, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto. No more than four (4) employees total and no more than two (2) from a shift.

Section 3. Not more than one (1) officer of the Union shall be granted time off without loss of pay when requested, in advance, to attend meeting of Town Officials when matters affecting the bargaining unit are under consideration.

### ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to: establishing standards performance of its police employees; determining the mission of the Town's police department and the methods and means necessary to fulfill that mission, including the determination of the content of job classifications and rank responsibilities; the appointment, promotion, assignment, direction and transfer of police personnel; the suspension, demotion, discharge or any other appropriate action against police department employees for just cause; layoff because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. The provisions of this Article shall not be used unreasonably or arbitrarily as to any employee.

### 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 said Parties.

### ARTICLE 5 - PRIOR RIGHTS

Section 1. Nothing in this Agreement shall be construed as abridging any prior right, benefits or privileges that the Town or employees of the Unit enjoyed heretofore, except those specifically abridged or modified by this Agreement.

## ARTICLE 6 - OFFICERS OF UNION

Section 1. The Union officers and representatives are as follows: President, Vice President, Secretary, Treasurer and four (4) Stewards.

Section 2. The Union shall keep the Employer informed of any changes in the roster of officers and representatives.

## ARTICLE 7 - SUPERNUMERARIES, SPECIALS AND VOLUNTEERS

Section 1. It is agreed that supernumeraries, special and volunteer police will not be used to deprive a permanent or probationary police officer, or detective, or officer assigned to act as a detective from his right to work, receive overtime, private or holiday work.

## ARTICLE 8 - HOURS OF WORK

Section 1. Twice each year, on January 1 and July 1, each employee shall have the opportunity to bid for a shift within the division to which they are currently assigned (i.e., Patrol Division or Detective Division).

- A. Within the Patrol Division there shall be two (2) bid shift categories: Shift Supervisor (Captain, Lieutenant, and Sergeant) and Patrol Officer. Supervisor shifts include Shifts Code A, Code B, Code C, and S-1. Patrol shifts include Code A, Code B, Code C, B-I, and Floater.

Within the Detective Division there are two bid categories. Division supervisor (Captain, Lieutenant, and Sergeant) and Detectives. Detective shifts include first shift and second shift.

- C. Each employee in each division will have the opportunity to bid for a shift within their respective division. Shifts will be assigned based on the seniority as defined in Article 20 of this contract.

In the event that a Detective is assigned to the Patrol Division as defined in Section 10 of this Article, the Detective will be afforded the opportunity to bid for a shift in the Patrol Division, based on seniority. This shall be done following the open bid shift and dates described within.

- E. A notice will be posted by the Chief of Police or his designee by November 15th and May 15 of each year to advise the employees of the upcoming bid. A request for a bid on a shift will be submitted by employees on or before December 1st or June 1st, whichever is applicable. Employees will submit their top three choices with No. 1 being their first choice. Personnel cannot bid on a shift that they

already assigned to, other than to choose their current slot on their current shift as one of their choices. If a person bids on a shift, already filled by a senior person to the bidder, then seniority shall prevail. The shift assignments must be posted and assigned by June 15th or December 15th, respectively. The new assigned shifts will start on the first Sunday of July and the first Sunday of January.

- F. Should a shift become open permanently due to retirement, promotion, or for other reasons, it shall be open to bid on the dates described within this Section I.

All members of the bargaining unit except those officers assigned to the Detective Division and an officer on special assignment pursuant to Article 9, Section 9 of this agreement shall have their shifts arranged so that they will work a continuous schedule of five (5) consecutive days on and two (2) consecutive days off then five (5) consecutive days on and two (2) consecutive days off, then four (4) consecutive days on and two (2) consecutive days off.

Section 2. For the weeks during which a bargaining unit member is scheduled, by virtue of the five/two, five/two, four/two schedule, to work 32 hours, he/she shall be paid for forty hours based on the hourly rate for his/her rank and class as enumerated in Appendix A.

Section 3. For the weeks during which a bargaining unit member is scheduled, by virtue of the five/two, five/two, four/two schedule, to work 32 hours, the first eight hours worked on one of his/her regularly scheduled days off shall be paid at the regular hourly rate, not overtime, for his/her rank and class. All other hours worked outside his regularly scheduled hours shall be paid in accordance with the provisions of Article 9 of this agreement.

Section 4. The regular work day shall be eight (8) consecutive hours per day, including thirty (30) minutes off for dinner and fifteen (15) minutes off for coffee break during an eight (8) hour shift, but officers are subject to call.

Section 5. The Employer will post a work schedule at least three (3) months in advance, except during vacation time, but it shall be posted as early as possible.

Section 6. Permission to exchange shifts shall be granted by the Chief, or his designated officer, after a written request has been submitted. The practice of exchanging a shift will be known as a swap, and this can occur when one employee who is off works for another employee provided the following: The ranking officer in charge may grant such change in case of emergency.

- (A) Substitution does not impose additional cost to the department.
- (B) Such substitution is within same job classification.
- (C) Written request for swap shall be not less than twenty-four hours (24) prior to the shift swap.
- (D) Neither the department nor the Town is responsible for enforcing any agreement made between employees.
- (E) There shall be no limit on jobs that may be swapped provided that any employee who requests a swap will not be permitted to be paid for more than two (2) weeks of

vacation time at the end of the fiscal year in accordance with Article 14, Section 3. An employee must actually swap with another employee. No employee may pay or accept pay from another employee working for him/her.

- (F) The ranking officer in charge may grant a last minute swap in case of an emergency.

Section 7. The Swing Shift man may be used to cover the shift of the Patrol Officer temporarily assigned to the Detective Bureau. Workload permitting, and at the discretion of the Chief of Police, the Swing Shift man may be used to cover a long term absence (in excess of Two Weeks) on a shift provided at least one (1) Officer regularly assigned to such shift is out on long term absence.

Section 8. Police Floater: one officer may be assigned to a 6:00 P.M. to 2:00 A.M. shift. Such assignment will be open to bid. Upon twenty-four (24) hours notice the individuals shift may be changed. When the officer's shift is changed, he will have at least eight (8) hours off between shifts. The officer will have his normal days off. The floater will be used to cover all shifts. When the floater is scheduled for his 6:00 P.M. to 2:00 A.M. shift, it will only be necessary to replace a daily absenteeism on either the B or C shifts with four (4) hours.

Section 9. A new ranking officer's shift shall be established and shall be filled by an officer with the rank of Sergeant. This position shall be known as the S-1. Except as provided for in Section 10 of this Article below, his/her hours of work shall be 1000 hrs. - 1800 hrs. There will be no need for O.I.C. replacement when this shift is filled for whatever reason, i.e., vacation, sick, personal, etc., nor will this shift be filled unless deemed necessary by the Chief of Police, during his/her absence for whatever reason. The S-1 work schedule shall be in accordance with Article 8, Sec. 1. Upon twenty-four (24) hours' notice the S-1's shift may be changed. When the S-1's shift is changed, he will have at least eight (8) hours off between shifts. The officer will have his normal days off.

Section 10. The hours of work for detectives shall be either 8am to 4pm Monday through Friday or 2 pm through 10 pm Monday through Friday. When the department has a demonstrable need to assign a detective to the patrol division said assignment shall be in order of inverse seniority. Said assignment shall last no more than 180 calendar days. No detective shall serve two consecutive time periods in the patrol division. A detective may be assigned to the patrol division if an officer is out on extended leave, or when the department has a vacancy in patrol which it is in the process of filling. The detective will assume the same work schedule as the patrol division. The Town will first use the B-1 and swing shift officer to cover the vacancy or extended leave. If another vacancy or extended leave necessitates assigning a detective to the patrol division, the detective reassigned to the patrol division will have the right to bump either the B-1 officer or the swing shift officer. While the detective is assigned to patrol division his/her seniority will be based on his/her hire date for the purpose of overtime assignments in patrol.

## ARTICLE 9 - OVERTIME COMPENSATION

Section 1. Except as provided for in Article 8, Section 2 above, all assigned, authorized or approved service, other than employee's regularly scheduled tour of duty or shift (other than

extra duty assignments outside), including service on an employee's scheduled day off or during his vacation and service performed prior to the scheduled starting time for his regular tour of duty and service performed subsequent to the scheduled time for conclusion of his regular tour of duty or shift, shall be deemed overtime service.

Section 2. Time worked in excess of eight (8) hours on any work day shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2). The time and one-half rate shall be calculated in accordance with the wage schedule of Article 10, Section #1.

- Section 3.
- (a) Time and one-half (1-1/2) shall be paid for all hours worked in excess of (40) hours per week.
  - (b) The time and one-half rate shall be calculated in accordance with the wage schedule of Article 10, Section 1.
  - (c) Double hourly rate shall be paid for all hours worked in excess of eight (8) hours when already worked in excess of forty (40) hours per week. The double hourly rate shall be calculated in accordance with the wage schedule of Article 10, Section 1.

Section 4. Time paid for, but not worked due to illness, including personal day, shall be considered as time worked for purposes of computing overtime.

Section 5.

A. Patrol Supervisor Overtime.

Patrol Supervisor overtime will be assigned on a fair and equitable basis by means of a rotating list. The rotating list shall first be established by rank (Captain, Lieutenant, and Sergeant), and then by seniority.



B. Patrol Overtime.

- 1) The breakdown within the Department for the purpose of distributing patrol overtime only shall be within their respective groups as follows:
  - (1) Detectives
  - (2) Patrol Officer
- 2) Patrol overtime will be assigned on a fair and equitable basis. Fair and equitable overtime shall be reconciled over a period of six (6) months beginning on the first Sunday of January each year and the first Sunday of July each year, with the understanding that the Town will log personnel overtime as defined in this Article. These logged hours shall be posted. Overtime will be tracked to the nearest V4 hour and personnel hours of overtime will be zeroed out the first Sunday of every January and July each year. All overtime worked shall be logged including shifts extended by complaints, school assignments, D.A.R.E., ordered in, classes and the like.
- 3) Detectives shall be eligible to sign up and work patrol overtime as long as all patrol officers have declined the opportunity to work the overtime. Detectives shall not be ordered to work patrol overtime before patrol officers.
- 4) If no Officer or Detective agrees to work the overtime, police officers will be forced to work the overtime. Officers ordered to work such overtime shall be ordered by reverse seniority.
- 5) In the event a police officer is off duty and required to work for any reason, the officer shall receive a minimum of two (2) hours of pay regardless of the length of the assignment.

C. Overtime Scheduled For Four (4) Hours Or More.

- 1) Overtime scheduled for four (4) hours or more is such as is overtime available for reasons such as extended illness or injury to a patrolman, or other overtime when a patrolman shall not be available for his schedule shift, such as vacation, personal days, school time, call out or the like.
- 2) Overtime scheduled for four (4) hours of more shall be posted in the overtime book if it is anticipated more than three (3) days in advance of the assignment. At the Assigning Supervisors discretion and time permitting, overtime known less than three (3) days in advance may be put in the overtime book. Any eligible officer(s) who does not sign the book shall be contacted via a phone call regarding the overtime. If the overtime is known less than three (3) days but more than eight (8) hours in advance, the assigning supervisor shall allow five (5) minutes for return calls up until the overtime is less than eight (8) hours from the start of the assignment.

- 3) This overtime shall be assigned to the personnel with the lowest hours being first eligible and then to personnel by ascending order of hours. In the case of a tie of hours, seniority shall break the tie.
  - 4) Eight (8) hour blocks of overtime will be assigned in eight (8) hour blocks with priority to personnel that are off the day of the overtime shift and then with the lowest hours prevailing of that group. Overtime not filled in an eight (8) hour block will be split into two (2) four (4) hour blocks. Four (4) hour blocks and any other overtime blocks will be assigned via lowest hours and with seniority breaking any ties.
- D. Overtime Expected To Last Less Than Four (4) Hours.
- 1) Overtime expected to last less than four (4) hours is such as develops as a result of execution of search warrants, court, natural and manmade disasters and other overtime not expected to last four (4) hours or more and the like.
  - 2) This overtime shall first be assigned to the personnel that can stay over or come in early, relative to their scheduled work shift on the day of the overtime with personnel with the lowest hours having first priority and then to personnel by ascending order of hours. In the case of a tie of hours, seniority prevails. After these personnel are exhausted, the overtime shall be open to the overtime list with the lowest hours prevailing.
  - 3) Overtime expected to last less than four (4) hours arising due to the need for prisoner pickup, or prisoner detention at the hospital shall be available to ranking officers, detectives, and patrol. This overtime shall be assigned and tracked in the same way as private duty hours with any job that is four (4) hours or less counting as one job and as such for every four (4) hour block.
- E. There will be no changing or swapping of overtime assignments unless conducted/approved by an assigning supervisor. These overtime blocks will fall back to the next eligible personnel as defined in sections 5C and 513. The personnel originally assigned shall still be charged the hours of the assignment.
- F. Personnel will not be charged hours when deemed unavailable. Personnel shall be deemed unavailable only when out sick, injured, on a comp day, personal day, vacation day, or off on a day in conjunction with a vacation day(s).
- G. Hours will be charged whenever a person is eligible to take the overtime but declines it. Hours will also be charged if personnel do not return a call for overtime assignments when they are being assigned.

Section 6. In lieu of overtime pay, an employee may elect compensatory time to a maximum of one hundred twenty hours (120) in each fiscal year. Such compensatory time shall be taken in

the same fiscal year as the overtime is earned, and only with the approval of the Chief of Police on seniority basis provided the workload permits. One and one-half (1-<sup>1</sup>/<sub>2</sub>) hours of compensatory time shall be earned for each hour of overtime worked as provided under Sections 2 and 3(a) above. Two (2) hours of compensatory time shall be earned for each hour of overtime worked as provided under Section 3(c) above. An employee may elect at any time during such fiscal year to convert his compensatory time to overtime pay. In the event, however, that an employee has not utilized his/her compensatory time by the last payday in May of each such fiscal year, he/she will be deemed to have converted said remaining compensatory time to overtime pay and will be reimbursed for same on the first payday in June.

Section 7. Any time a ranking officer's shift becomes available because of sick leave, holiday, vacation time, workers' compensation or any other reason not listed, ranking officers will be given the right of first refusal for overtime prior to replacing said vacancy with a patrol officer, provided the vacancy is less than one week. If the vacancy is more than five (5) working days, the assignment of such overtime will be made in the discretion of the Chief of Police, or his designee.

Section 8. Special Assignment Officer - The chief of police shall have the authority to place any officer on "special assignment" status in the case the need for such status arises. "Special assignment" status shall be granted only to those officer(s) who are involved in highly confidential investigations. When an officer has been placed on "special assignment status" the chief shall have the authority to dole out overtime as he/she deems necessary to accomplish the goals of the highly confidential investigation and will not be subject to the overtime distribution provision of article (9) of this contract. Once the highly confidential investigation is completed the officer shall return to his normal schedule and assignment.

## ARTICLE 10 - WAGES

Section 1. Employees will be paid in accordance with Appendix "A". These wage rates reflect a two and one quarter percent (2.25%) general wage increase retroactive to July 1, 2017, two and one-quarter percent (2.25%) general wage increase retroactive to July 1, 2018, two and one-quarter percent (2.25%) general wage increase effective July 1, 2019, and a two and one-quarter percent (2.25%) general wage increase effective July 1, 2020.

Effective July 1, 2017 - 2.25% wage increase

Effective July 1, 2018 - 2.25% wage increase

Effective July 1, 2019 - 2.25% wage increase

Effective July 1, 2020 - 2.25% wage increase

Section 2. A Grade "A" Patrol Officer may be assigned as Officer in Charge of a shift and will receive minimum Sergeants rate for all hours worked in that capacity. Temporary assignment(s) of an officer to the position of Officer in Charge, will only be considered if the officer has attained an evaluation rating of at least four (4) during his/her final scoring with respect to the most recent evaluation period.

Section 3. Wages shall be distributed on a biweekly basis. Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on normal paydays for wages and other payments.

Section 4. Any new patrol officer appointed to the department shall serve a twelve (12) month probationary period after graduating from the Academy and, until graduated from the Academy and sworn in, shall be classified as a Cadet and receive the pay provided for that position. For twelve (12) months after swearing in the officer shall be classified as a Grade C Probationary Officer and shall receive the pay provided for the position. Upon completion of twelve (12) months of satisfactory service, he shall be advanced to Grade B Patrol Officer and receive the rate of pay provided. Upon completion of twelve (12) months of satisfactory service, he shall be advanced to Grade A Patrol Officer and receive the rate of pay provided. Promotions to positions beyond Patrol Officer shall be on the basis of a twelve (12) month probation period for the promoted employee. If an employee promoted to a higher rank in the bargaining unit fails to satisfactorily complete the required probationary period, he shall be returned to the rank that he held immediately preceding his promotion.

Section 5. When a new patrol officer, who upon hiring is Police Officer Standards and Training Council (P.O.S.T.C.) certified in the State of Connecticut, the Chief of Police may classify his/her starting wage step based on the new officer's previous experience:

One (1) year of previous experience	Grade C
Two (2) years of previous experience	Grade B
Three (3) or more years of previous experience	Grade A

For purposes of determining seniority and in all instances when seniority is used as a determining factor for promotion qualifications, vacations and all other benefits, actual time as a Wolcott Police Officer shall prevail.

ARTICLE 11 - HOLIDAYS

Section 1. The following days shall be considered paid holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Veterans' Day	Washington's Birthday
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Floating Holiday	Law Day

Section 2. July 4th (Independence Day), Labor Day, Floating Holiday, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid for, in arrears, on the first payday in December of each year. New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Law Day and Memorial Day shall be paid for, in arrears, on the first pay day in June of each year.

Section 3. Employees required to work between 12:00 Midnight to 12:00 Midnight on July 4th (Independence Day), Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall receive one and one-half (1-<sup>1</sup>/<sub>2</sub>) times their hourly rate of pay. Washington's Birthday and Veterans' Day to be included effective 7/1/94. This Section will be in addition to Article 9, Section 4. Not to exceed double time for hours worked.

Section 4. Any unanticipated holiday or day off declared by the Mayor and celebrated in the form of time off with pay by other Town employees, shall be granted in a like manner to members of this bargaining unit. This shall be in the form of additional Personal time subject to use as set forth in Article 15, Section 5. This provision shall not apply for days off or partial days off declared by the Mayor due to conditions such as, but not limited to, employee safety, power outages, emergencies, severe weather, or the like.

ARTICLE 12 - CLOTHING ALLOWANCE

Section 1. Effective as soon as practicable following ratification of this Agreement, the clothing allowance will be eight hundred (\$800.00) per year for each uniformed and non-uniformed officers.

Section 2. The cost of changing the style of the uniform shall be paid for by the Town. A reasonable number of uniform patches will be supplied to the members of the bargaining unit free of charge by the Employer.

Section 3. The Town shall reimburse any police officer for any reasonable loss or damage of necessary clothing or personal property suffered in the performance of duty unless the officer

was grossly negligent, subject to approval of the Chief of Police. In the case of loss of a watch or jewelry, the maximum reimbursement shall be fifty dollars (\$50.00).

Section 4. One-half of the amount of the uniform allowance (\$400.00) shall be paid the first pay day in October and one-half of the amount of the uniform allowance (\$400.00) shall be paid the first pay day in May. In case of dismissal, resignation or retirement, said allowance shall be prorated and restitution of the amount due shall be made.

ARTICLE 13 - COURT DUTY AND SUBPOENA PROCEEDINGS

Section 1. If the employee is required to use his own vehicle to travel to and from Court, he will be paid mileage stipulated by the Court.

Section 2. Two (2) men shall be used to transport a prisoner in a vehicle.

ARTICLE 14 - VACATIONS

Section 1. The following vacation, with pay, shall be granted to all employees covered by this Agreement who are on the payroll and who have completed the following periods of aggregated full time employment with the Town. For purposes of this Article, the vacation entitlement date shall be the employee's anniversary date of employment.

<u>SERVICE</u>	<u>VACATION</u>
(a) 6 months to 1 year	1 week
(b) 1 year (if above has not been utilized)	2 weeks
(c) 5 years	3 weeks
(d) 10-15 years	4 weeks

For each full year of service after the completion of fifteen (15) years, the employee will receive one (1) additional day per year to the maximum of five (5) weeks vacation.

Section 2. If the employment of a member entitled to an annual vacation is terminated by dismissal, resignation, layoff or retirement, he shall be paid for any unused vacation time to which he is entitled. On the death of a member entitled to vacation allowance, the allowance shall be paid to the spouse or, in the absence of a spouse, his/her estate in accordance with State Statute.

Section 3. Vacation must be taken between July 1<sup>st</sup> and the next succeeding June 30th. Vacation not taken will be paid for on the third pay day of June.

Selection of vacation periods shall be based upon seniority.

In Patrol Division there will be a maximum of three (3) patrol officers (not more than two (2) from the same shift) and one (1) supervisor on vacation on the same date. Detective Division will be allowed two (2) persons on vacation on the same day. The Chief or his/her designee may limit the number of employees on vacation at any time because of the operating requirements of the Department.

The Chief or his/her designee may authorize additional personnel vacation time.

A selection of one (1) or two (2) weeks vacation between July 1 and October 30 shall be made on or before April 1<sup>st</sup>. A selection of one (1) or two (2) weeks vacation between November 1 and February 28 shall be made on or before July 1. A selection of one (1) or two (2) weeks vacation between March 1 and June 30 shall be made on or before November 1. Vacation requests of any length made after these selection dates will be on a first come first served basis within the maximums described above.

The Chief or his/her designee will approve all vacation requests in a reasonable period of time.

Section 4. Each employee shall have the option of requesting that he be paid his vacation pay in advance of his scheduled time off by two (2) weeks written notice to the Chief.

Section 5. Vacation may be deferred only with the approval of the Chief of Police.

#### ARTICLE 15 - OTHER LEAVES OF ABSENCE

Section 1.—Leave of Absence, without loss of pay, shall be permitted for the following reasons:

a. Inoculation required by the municipal Employer, b. Red Cross blood donations, c. Medical examinations for retirement purposes, d. Attendance at the National State Conventions, The International Brotherhood of Police Officers (NAGE), three (3) days per year, one (1) man.

Section 2. Military Leave: Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States, shall be granted leave of absence, with pay, during the time of this annual tour of duty as a member of such reserved component.

Section 3. Funeral Leave:

- (a) If any member of the immediate family of a Town employee covered by this Agreement dies, said employee shall be granted three (3) days leave without loss of pay, vacation, etc., to arrange for and attend the funeral. "Immediate Family" is hereby defined as husband, wife, father, or mother, son or daughter, brother or sister, grandparents or grandchildren, and shall include immediate in-laws such as father-in-law, mother-in-law, brother-in-law, or sister-in-law.
- (b) In the event of a close relative of an employee who is not a member of the

immediate family of the employee dies, said employee shall be granted one (1) day leave without loss of pay, vacation time, etc., to attend the funeral. In this category is included Uncle or Aunt, Niece or Nephew.

Section 4. Employees shall be granted three (3) days off, with pay, if the wife gives birth to a child, but said time to be part of sick time or personal time.

Section 5. Each employee shall be entitled to seven (7) personal days off, with pay, each year and shall be taken at employee's option, work load permitting, and to be charged against the employee's accrued sick leave. Personal days are not to be taken in conjunction with vacation time or long weekends, except one (1) day may be used to extend a vacation with the approval of the Chief of Police. In such case, the employee shall be responsible for securing his own replacement. This also applies to long weekends.

Section 6. The Chief of Police may grant an employee a leave of absence without pay of any type for a period not to exceed six (6) months. Such leave will only be granted from compelling reasons.

- (a) Any employee on an authorized leave of absence without pay shall not lose his/her seniority and such leave shall not be considered a break in service. However, the employee shall not accrue seniority, sick days, or vacation days for the period of such leave.
- (b) The Town shall continue to pay the employees' insurance and medical benefits for the period of the leave.
- (c) An authorized leave of absence without pay shall not affect an employee's rights under the Wolcott Pension Plan.
- (d) A leave of absence under this Article will be considered only after an employee has expended all of his/her paid vacation and/or personal leave time.

Section 7. The Town shall allow eligible employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993, which allows qualified employees up to twelve (12) weeks of unpaid leave in any twelve (12) month period. Employees must first exhaust all applicable paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993. Where a husband and wife are both employed by the Town, their leave benefit shall be limited to a combined total of twelve (12) weeks of leave if taken (1) for the birth of their child or to care for the child after birth; (2) for placement of a child for adoption or foster care or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition.

## ARTICLE 16 - SICK LEAVE



Section 1. Paid sick leave, as credited in Section 3 below, shall be allowed in the case of any illness or injury to an employee covered by this Agreement, unless sustained in the line of duty, in which case, the employees shall be entitled to injury leave as in Section 4. Illness or injury sustained while engaged in "Extra Duty" Assignments shall be covered by the provisions of Section 4. In the event an employee is absent from work due to illness or injury for more than three (3) consecutive days, said employee shall provide to employer written medical documentation of said illness or injury justifying said absence in order to qualify for said sick leave.

Section 2. In the event that the serious illness of an employee's spouse or children requires his personal attendance, he may have such absence charged against his credited sick leave but, in no event, to exceed three (3) consecutive days.

Section 3. All employees covered by this Agreement shall be credited with one and one-half (1-112) days paid sick leave eligibility for each full month of service with the department, with a maximum accumulation of eighty (80) days. On retirement, death or leave from the Police Department for any reason, the amount of sick leave accrued will be converted to cash and be remitted to the employee or his estate. If an employee has accrued more than 50 sick days said employee may cash in sick time accrued in excess of 50 days at 100 percent value on an annual basis, but the maximum amount of sick days cashed in shall not exceed 20 days in one (1) year.

- (a) Employees injured in the line of duty shall in the discretion of the Chief of Police or his/her Designee go out and come back to work through the department's physician with all expenses for same paid by the Town.
- (b) If an employee is on sick leave for an off duty injury, the Chief of Police or his designee may, at his discretion, send the employee to the department's physician for evaluation for fitness for duty with the expense of such examinations borne by the employer.

- (c) Subject to the discretion of the Chief of Police or his designee, employees shall not use vacation days or sick leave except in the case of protracted illness.

Section 4. Workers' Compensation

- (a) Employees may be absent from duty without loss of sick leave credit and with pay for the following reasons: each employee, who sustains an injury arising out of and in the course of his employment and is unable to perform his duties, shall be entitled to injury leave with full pay, such pay to commence from the date of the injury and continue until such time as he is able to return to duty or reaches the point of maximum recovery, or commences work elsewhere whichever comes first. Total workers' compensation and salary will not exceed regular salary.
- (b) In no event shall full pay as set forth in Section 4a continue beyond the 75th day following the date of injury except for physical injuries inflicted upon an officer BY the wrongful act of another in which such case such full pay differential shall be paid for a period not to exceed the date the employee is released for light or regular duty or reaches maximum improvement or commences work elsewhere.
- (c) Any employee, who is injured or disabled in the performance of his duties and who has reached the point of maximum recovery but is unable to perform his assigned duties, shall be assigned to whatever Police Department work he is able to perform and his salary for such new assignment shall be no less than that which he would be receiving if he had continued to perform his regularly assigned duties. If no such employment is available, he shall be retired on service connected disability.
- (d) Any payments made pursuant to this Section to any employee shall be reimbursed, dollar for dollar, to the employer from the proceeds of any personal injury action or third party claim or legal action commenced or prosecuted by the employee and/or the employer against responsible third party causing the personal injury of the employee. This shall also apply to the differential between the Statutory Workers Compensation payment and the employees full pay. Such payment shall only apply so long as such proceeds include lost wages.
- (e) **Workers Compensation and Disability Retirement**  
If twenty-four (24) months after the commencement of an absence due to work related illness or injury, the employee is unable to return to full duty with no restrictions, the employee shall be retired on a service connected disability. The employee shall have the option to retire under article 22, section 4 of this agreement.

ARTICLE 17 - EXTRA DUTY ASSIGNMENTS

Section 1. The term "Extra Police Duty", for the purpose of this Article, shall mean police

duty for which an employee is paid indirectly or by some Town department other than the Police Department.

Section 2. All Extra Police Duty assignments shall be made by the Chief of Police, or his designated representatives, on a fair and equitable basis. No grievance with respect to Extra Duty assignments shall proceed beyond Step 4 of the grievance procedure nor shall any resolution of such grievance provide for a monetary payment to the grievant from the Town.

Section 3. The extra duty rate shall be time and one-half (1-1/2) times the Grade A Patrol Officer's rate, with a minimum of four (4) hours, except for Section 4. Effective as soon as practicable following the ratification of this Agreement, the extra duty rate for all Extra Police Duty assignments shall be paid at time and one-half (1-1/2) times the Lieutenant pay rate except for student resource officer assignments for the Wolcott Public Schools which shall continue to be paid at the rate of time and one-half (1-1/2) Grade A Patrol Officer's rate.

Section 4. Officers assigned to Extra Police Duty on holidays shall be paid in accordance with the following:

- (a) Any member assigned to work extra duty on any holiday recognized in this agreement shall be paid double (2) the extra duty rate with a minimum of four (4) hours.
- (b) Any member assigned to work extra duty at a school function shall be paid double (2) the extra duty rate with a minimum of four (4) hours for Thanksgiving, Christmas, New Year's, and other holidays shall be paid at time and one-half (1-1/2) the extra duty rate with a minimum of four (4) hours.

Section 5. If a detail or extra duty assignment is canceled and the customer fails to notify the Police Department two (2) hours prior to the start of the assignment, those employees assigned to the extra duty assignment shall receive four (4) hours pay.

Section 6. Employees on assignment shall be guaranteed a minimum of four (4) hours per assignment. Assignment pay shall increase by time and one-half (1-1/2) if an employee is assigned strike assignment.

Section 7. When a paid assignment exceeds eight (8) hours, employees shall be paid time and one-half (1-1/2) their applicable rate for such hours worked. When an extra duty assignment falls on a paid holiday, the employee shall be entitled to double (2) hourly rate with a minimum of four (4) hours at double (2) rate.

Section 8.—Any assignment exceeding four (4) hours, the officer will receive a lunch break with pay.

Section 9.—Extra duty pay shall be included in the next regular paycheck.

## ARTICLE 18 - SCHOOL

Section 1. Employees assigned to school shall have, if necessary, a schedule change to provide at least eight (8) hours off duty before the start of school. Employees assigned to school shall be given a two (2) week notice when possible. Wages shall not exceed time and one-half (1-<sup>1</sup>/<sub>2</sub>) the employee's regular rate for hours worked while attending school.

## ARTICLE 19 - PROMOTIONS

Section 1. All promotions, with the exception of Deputy Chief, shall be made from qualified employees of the Wolcott Police Department as described in this Article.

Section 1a. All promotions are subject to the necessary approvals as stated in the Town of Wolcott Town Charter.

Section 2. In order to be eligible to be promoted to the rank of detective the applicant must have completed three (3) years of service with the Wolcott Police Department with at least one (1) completed year as a Grade "A" patrolman.

Section 3. In order to be eligible to be promoted to the rank of sergeant the candidate must have completed five years of service within the Wolcott police Department.

Section 4. In order to be eligible to be promoted to the rank of lieutenant the candidate must have held the rank of sergeant for a minimum of two years within the department. Probationary time in rank shall be included in calculating the minimum time in rank.

Section 5. In order to be eligible to be promoted to the rank of captain the candidate must have held the rank of sergeant or above for a minimum of two years within the department. Probationary time in rank shall be included in calculating the minimum time in rank.

Section 6. Candidates who have not completed the minimum time to be eligible for promotion may take the examination and be eligible to be promoted if the minimum time for promotion will elapse prior to the date of the oral examination.

Section 7. Qualified candidates for Deputy Chief from within the department may be considered for the appointment.

Section 8. All promotions shall be made as a result of examinations conducted by the Wolcott Police Department. The examination shall consist of both written and oral examinations, provided no candidate may sit for the oral examination if he/she did not achieve a minimum of 70% on the written examination. The written examination shall be obtained from a recognized testing authority in the law enforcement field. The oral examination will be conducted by uniformed or investigatory law enforcement professionals who are not regularly employed by the Wolcott Police Department or the Town of Wolcott.

Section 9. Seniority will be a factor in determining the relative rank of the candidates. A candidate will be awarded 1/2% per year of service after completion of his/her sixth year of service to a maximum of 5% after completion of his/her fifteenth year of service.

Section 10. The ranking of candidates shall be based on the following factors and weights: Written test 50%, oral test 50%, seniority up to 5%.

Section 11. A list will be compiled showing the candidates scores and relative rank on the list. The list will be effective for one year, after which a new test must be conducted. The list will be posted in a conspicuous place in the department where employees regularly congregate. Each individual candidate will be given written notice of his score and relevant rank and may voluntarily remove his her name from consideration at any time prior to appointment being made.

Section 12. The Chief may select any of the top three candidates. The Chiefs choice among the top three candidates will not be subject to the grievance procedure.

Section 13. Notice of promotional opportunities shall be posted at least two weeks prior to the closing date for applications.

Section 14. If two or more employees are promoted from the same promotional list, their seniority relative to one another shall be highest total score most senior, lowest total score least senior.

#### ARTICLE 20 - SENIORITY

Section 1. Seniority, according to this Agreement, shall be by rank and then time in rank, except for patrol officers who shall be by departmental seniority.

Section 2. The employee's earned seniority shall not be lost because of illness, authorized leave of absence, or temporary layoff 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 including, but not limited to extended sickness, military service, etc., may not regain his previous seniority by being re-employed as a full-time employee, even though he has worked as a supernumerary, special or volunteer on a part-time status in the meantime.

Section 4. In all cases not specifically provided for in this agreement, seniority shall be the prevailing factor as regards shift assignments, vacations and extra duty.

#### ARTICLE 21 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. For the purpose of this Agreement, a grievance shall be defined to mean a dispute

between an employee and/or the Union, with the Town over the interpretation or application of a Section of this Agreement. The first step, as set forth in Section 2, must be taken within seven (7) days after occurrence of the event giving rise to it and shall be handled in accordance with the procedures set forth below.

Section 2. An employee who has filed a grievance shall, with or without a representative of the Union, discuss the matter with the Chief. If no satisfactory settlement is reached at this step, a grievance may then be put in writing by the employee setting forth the specific Section of the Agreement involved, and be submitted to the Chief of Police within five (5) working days from the date of the above meeting.

Section 3. The Chief shall submit a copy of his answer to the employee and the Union within ten (10) days if the employee has not chosen the Union to represent him in Section 2 above.

Section 4. After receipt of the Chiefs opinion regarding the grievance, the Union may submit the grievance to the office of the Mayor. The grievance must be submitted to the Mayor by the Union within seven (7) days of the Chiefs answer. The Mayor may elect to meet with the Union regarding the grievance, but in any event, the Mayor will answer the grievance, in writing, within fourteen (14) days after the meeting with Union representatives; if no meeting is held, the Mayor will answer the grievance, in writing, within fourteen (14) days of receipt of the grievance.

Section 5. If the grievance is not settled, it may be submitted, at the request of the Union, to arbitration; and the arbitration shall then go forward in accordance with the rules of the applicable arbitration agency. The Union may request arbitration before the Connecticut State Board of Mediation and Arbitration, which request shall be in writing and must be filed not later than ten (10) days after receipt of the written answer of the Mayor in Section 4. Either party may require that the arbitration proceeding be heard before the American Arbitration Association, in lieu of the Connecticut State Board of Mediation and Arbitration, provided that the party which requires that the arbitration proceeding be heard by the American Arbitration Association shall be required to pay the arbitrator's fee and the filing fee. If both parties jointly request that an arbitration be heard by the American Arbitration Association, then the parties shall contribute equally to the cost of the arbitrator and the filing fee.

Section 6. The arbitrator shall hear and decide only one (I) grievance at a time unless by mutual agreement of the parties. The arbitrator's decision shall be final and binding as provided by law. The arbitrator shall be bound by, and must comply with, all the terms of the Agreement and shall have no power to add to, subtract from, or in any way modify or alter the provisions of this Agreement.

Section 7. Any time limits specified within this Article, other than the initiating of a grievance, may be extended by mutual agreement of the Union and the Town, provided that, if a Grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 8. Nothing contained in this Article shall preclude the right of the Union to be

present at a meeting held at any level of the grievance procedure, provided that it does not interfere with the rights of employees as defined in Section 7-468(2)(d) of the General Statutes.

ARTICLE 22 - HOSPITALIZATION, INSURANCE AND RETIREMENT

Section 1. The Employer will furnish each employee of the bargaining unit with \$100,000 life insurance to be paid in full by the Town.

Section 2.

- (a) The Employer agrees to provide medical benefits for each individual employed under the terms of this Collective Bargaining Agreement, along with their enrolled eligible dependents, in accordance with a Preferred Provider (PPO) plan design. The PPO benefit provisions are set forth in Appendix B, attached to this Agreement. Appendix B does not constitute the contract of insurance benefits with the plan administrator/insurance carrier. The prevailing benefit document will be the Summary Plan Description.

The PPO Plan shall include the following plan design changes from the current plan effective as soon as practicable upon ratification of this 2017-2021 Agreement:

Office visit co-pay of \$20.

Specialist co-pay of \$25.

Emergency Room co-pay of \$75.

Urgent Care co-pay of \$50.

Inpatient co-pay of \$100.

Outpatient co-pay of \$100.

High End Imaging/Diagnostics co-pay of \$50/\$200 maximum.

Effective as soon as practicable following ratification of this 2017-2021 Agreement, the plan shall be subject to the Anthem Blue Cross and Blue Shield plan edits including Prior Authorization and Utilization Management for High Cost Diagnostics.

Effective as soon as practicable upon the ratification of this 2017-2021 Agreement, the prescription drug plan, which is applicable only to the PPO, shall have the following provisions.

Co-payments: for a 30-day supply, \$5 for generic drugs, \$20 for formulary brand name drugs and \$35 for non-formulary drugs

Twice the applicable co-pay for a 90-day supply by mail order.

Effective as soon as practicable following ratification of this 2017-2021 Agreement, benefits shall be provided under the Managed Public Sector 3-Tier Drug Rider.

As soon as practicable upon the ratification of this 2017-2021 Agreement, these changes shall be as reflected in the summary set forth as Appendix B.

Each full-time employee shall have the option to enroll in a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for the employee and the employee's eligible dependents. A summary of major provisions of the plan shall be attached to this Agreement in Appendix B.

The HDHP-HSA Medical Plan shall have the following key provisions:

- Deductible of \$2,000 individual/\$4,000 two-person or family
  - 100 percent thereafter in-network and 80 percent out-of-network
  - Deductible and Coinsurance maximums of \$4,000 individual/\$8,000 two-person or family
  - Scheduled Preventative Services will be paid by the Plan at 100%, and not charged to the deductible
  - The following are the copays for prescriptions after the Deductible has been met for a 30-day supply, \$10 for generic drugs, \$25 for formulary brand name drugs and \$40 for non-formulary drugs
  - Employer funding of the HSA shall be in the amount of seventy-five percent (75%) of the deductible in the 2017-2018 coverage year, sixty percent (60%) in 2018-2019 coverage year, fifty percent (50%) in the 2019-2020 coverage year, and fifty percent (50%) in the 2020-2021 coverage year
- (b) Each employee shall be provided with dental benefits as set forth in Appendix B.
- (c) Each employee shall be provided vision benefits as set forth in Appendix B.
- (d) The employee shall contribute to the cost of the individual and dependent coverage for medical, dental, vision, and prescription drug benefits as follows:
1. Effective July 1, 2017, the employee premium share contribution shall be sixteen percent (16%) of the federally mandated COBRA rate (single, 2 person and family coverage, respectively) pertaining to the Town's Plan of Benefits. Employees shall be required to contribute, pursuant to the Internal Revenue Code Section 125, on a pre-tax payroll deduction basis. Deductions shall be made in equal amounts from each payroll check.



2. Effective July 1, 2018, the employee premium share contribution shall be seventeen (17%) of the federally mandated COBRA rate (single, 2 person and family coverage, respectively) pertaining to the Town's Plan of Benefits. Employees shall be required to contribute, pursuant to the Internal Revenue Code Section 125, on a pre-tax payroll deduction basis. Deductions shall be made in equal amounts from each payroll check.
3. Effective July 1, 2019, the employee premium share contribution shall be eighteen (18%) of the federally mandated COBRA rate (single, 2 person and family coverage, respectively) pertaining to the Town's Plan of Benefits. Employees shall be required to contribute, pursuant to the Internal Revenue Code Section 125, on a pre-tax payroll deduction basis. Deductions shall be made in equal amounts from each payroll check.
4. Effective July 1, 2020, the employee premium share contribution shall be eighteen and one-half percent (18.5%) of the federally mandated COBRA rate (single, 2 person and family coverage, respectively) pertaining to the Town's Plan of Benefits. Employees shall be required to contribute, pursuant to the Internal Revenue Code Section 125, on a pre-tax payroll deduction basis. Deductions shall be made in equal amounts from each payroll check.

Employees Health Insurance Premium Cost Share

- Effective July 1, 2017 - 16%
- Effective July 1, 2018 - 17%
- Effective July 1, 2019 - 18%
- Effective July 1, 2020 - 18.5%

Section 3.

At age 65 the employee, his/her spouse and dependent children as defined by the insurance contract will receive the maximum coverage as allowed by the Town's major medical insurance carrier. The retiree shall be required to contribute to the cost of such coverage at the same percentage rate as the employee was contributing on the date of the retirement with the Town paying the remaining cost. Upon the first of the month in which his/her 65<sup>th</sup> birthday occurs, the retired employee shall be covered by a Supplemental Medical Plan of Benefits for retirees as set forth in Appendix B and will be required to apply for Medicare. The retiree shall be required to contribute to the cost of such insurance at the same percentage rate as the employee was contributing on the date of retirement. The Town will continue all benefits enumerated under Article 22, Section 2, except as provided by this section, for the retired employee, his/her spouse and dependent children as defined by the insurance contract provided the individual pays his/her percentage of the premiums in effect at retirement for the retired employee and his/her spouse and dependents. Retired employees will receive one-half (1/2) the value of life insurance coverage provided to full-time employees at the time of the individual's retirement under Article 22, Section 1.

Section 4. Retirement

- (a) Effective 9/1/85, Normal Retirement = Age 50 with 25 years service - 50%.
- (b) MOA regarding retiree COLA - amended as follows:

Effective 9/1/87, Employees retiring as of this date will receive a 3% annual cost of living increase. Employees hired by October 1, 1996, retiring between October 1, 1996 and June 30, 1999, will receive a 3% annual cost of living increase two (2) years after retirement date. Employees hired by October 1, 1996, retiring after June 30, 1999, will receive a 3% annual cost of living increase two and one-half (2.5) years after retirement date. Employees hired after October 1, 1996, will receive a 3% annual cost of living increase five (5) years after retirement date.

The 3% annual cost of living increase will be effective as of the retirement date including the waiting period described above. The increase will be paid starting September 1<sup>st</sup> following the waiting period. The increase will accumulate from the end of the waiting period to September 1<sup>st</sup> and this accumulated increase will be paid retroactive as of that September 1<sup>st</sup>.

- (c) Each employee will receive two and one-half percent (2.5%) extra for each year

worked in excess of 25 years, with a maximum of 30 years of service, payable as a life annuity.

- (d) Effective 9/1/89, Normal Retirement = Age 50 with 25 years service - 50%.
- (e) Normal retirement = Earlier of age 50 with 25 years of service, age 60 with 20 years of service, or age 65.
- (d) Effective as soon as practicable following the ratification of this 2017-2021 collective bargaining agreement, the Town shall amend Section 1.01 (h) to revise the definition of "compensation" for Police bargaining unit employees to exclude Extra Duty or Private Duty payments earned on a prospective basis on or after **[insert date of ratification.]**
- (e) Effective as soon as practicable following the ratification of this 2017-2021 collective bargaining agreement, the Town shall amend Section 1.01 (h) to revise the definition of "compensation" to include any amount which is contributed or deferred by the Town at the election of the Police bargaining unit member to a Town 457 Plan on a prospective basis as of **[insert date of ratification.]**
- (f) The parties agree that all bargaining unit employees hired after the ratification of 2013-2017 collective bargaining agreement shall not be eligible to participate in the Town of Wolcott Defined Benefit Pension Plan. Instead, all full-time employees hired by the Town of Wolcott on or after ratification of the 2013-2017 collective bargaining agreement who are eighteen (18) years of age, and complete both six (6) months of service and one thousand (1000) hours of service shall be required to participate in the Town's Defined Contribution Pension Plan. Each employee shall be required to contribute three percent (3%) of his/her base wages into the Plan and the Town shall contribute six percent (6%) of the employee's base wages into the Plan. Employees shall fully vest in the Town's contribution after six (6) years of service or upon a participating employee's retirement, death or becoming totally and permanently disabled as defined by the Town's Defined Contribution Pension Plan.
- (g) During the life of this Agreement, the Town agrees to explore options, including long-term disability, for police officers who are only eligible to participate in the defined contribution plan and who must retire as a result of a work-related injury.

Section 5. The Town may substitute comparable or superior insurance coverage and if so shall notify the Union of such changes.

Section 6. Administration of Benefits

The Town will provide covered employees and eligible dependents as defined in the plan medical, dental, vision and/or prescription drug benefits as set forth in this agreement through a properly licensed insurance company or third party administration in the State of Connecticut. If

benefits are self-funded by the Town, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, or third party administrator either self-funded or self-administered be less than the coverages and benefits as set forth in Appendix B in accordance with the SPD on file with the Town. The Town may reopen this bargaining agreement once during the term of this bargaining agreement upon written notice for the purpose of negotiating the size and scope of the health provider network. The Town retains the sole and exclusive right to select and/or change insurance carriers, managed care vendors, or third party administrators. The Town shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier, managed care provider, and/or third party administrator the Union may submit this issue to binding arbitration.

## ARTICLE 23 - GENERAL PROVISIONS

### Section 1. Discipline

- (a) Any charge or complaint against any member of the Department may be made to the Chief or Deputy Chief of Police and may be put in writing and signed by the complainant.
- (b) Prior to any disciplinary action being taken against an employee, the employee will be afforded the opportunity to meet with the Chief of Police or Deputy Chief
- (c) Members of the bargaining unit, facing disciplinary action based on such charges or complaint will be provided with a written copy of the original complaint twenty-four (24) hours before said meeting.
- (d) In all instances where the incident giving rise to possible disciplinary action is of such a nature that immediate action must be taken, then the Chief of Police, the Deputy Chief, the Captain, or the Officer in Charge would have the authority to take immediate disciplinary action against the officer.
- (e) Employees shall have the right to receive a copy of any written disciplinary action taken against them. Further, employees shall have the right to provide a written response to such disciplinary action. To the extent that an employee provides a written response to any disciplinary action, such response shall also be maintained as part of the Town's personnel file pertaining to such employee.

Section 2. Employees shall not be required to shovel snow, while on duty or put chains on vehicles or patrol cruisers, or check the oil, water or battery levels in the cruisers.

Section 3. Space shall be provided in the Police Department for a Union bulletin board of reasonable size by the Town for posting of announcements relating to Union business.

Section 4. Copies of General Orders and Special 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 5. The Town shall provide a copy of this executed Agreement to each employee of the bargaining unit. The cost of said printing and distribution is to be borne by the Town.

Section 6. The employee shall receive full pay for any compulsory training or attending a school or course he may be instructed to attend.

Section 7. Longevity shall be paid in the amount of One Hundred (\$100.00) Dollars to members with five (5) years of service and Two Hundred and Seventy-Five Dollars (\$275.00) within ten (10) years of service and Four Hundred and Twenty-Five Dollars (\$425.00) to members with fifteen (15) years of service and Five Hundred Seventy-Five Dollars (\$575.00) to members with twenty (20) years of service with the Wolcott Police Department. Payment to be made the first pay day of November. Service to be computed as of anniversary date.

Section 8. The Union agrees that it will not call or support strike, work stoppage, work slowdown or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employees at any time.

Section 9. When the context so requires, the masculine gender shall include the feminine and singular shall include the plural.

#### ARTICLE 24 - UNION SECURITY

Section 1. As a condition of employment, all present employees who are members of the Union upon the effective date of this contract shall remain members in good standing.

Section 2. All employees who are hired hereafter, as a condition of employment, shall become members and remain members in good standing of the Union after the thirty-first (31<sup>st</sup>) day of their employment.

The Town agrees to deduct from the pay of its employees the currently monthly dues and remit them each month to the Treasurer of the local Union of IBPO during the duration of this Agreement, or any extension thereof.

#### ARTICLE 25 - NO SMOKING CONDITIONS

Section 1. All officers shall be prohibited from smoking on duty as a condition of continued employment, excepting here from those officers who, as of July 1, 1999, are currently allowed to smoke on duty.

#### ARTICLE 25a - SUBSTANCE ABUSE TESTING

Section 1. Basis for testing

Administration of screening tests to detect the presence of drugs or alcohol shall occur as follows:

- (a) Testing shall be done for each employee at least once every 24 months, except that officers assigned to narcotic work shall be subject to periodic testing.
- (b) In addition to the above, all employees shall be subject to random testing as defined herein.
- (c) Testing shall be performed upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. In addition, testing may be performed in the event that an employee is involved in a motor vehicle accident on duty. Selection for random testing shall be done with a computer based random number generator that is matched to an employee's identification number. There will be no pattern to when random tests will be conducted and all employees have an equal chance of being selected for testing from the random pools each time random tests are conducted. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. The chief shall provide information to the union which will enable the union to verify that all employees who are working, and are not on extended leave, are in the pool for random testing.

An employee 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 alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be reported by specific facts which may include, but are not limited to; reports and observations of the members 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 members behavior or work performance; and observed impairment of the members ability to perform his or her duties. If an employee is required to undergo reasonable suspicion testing based on observed impairment, that impairment must be personally observe by at least one officer of superior rank.

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 or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

Section 2. Testing procedures.

Testing for alcohol shall be by breathalyzer and, if positive there shall be a confirming test. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug tests results in a positive report may, within forty-eight hours of receiving notification of such result, request in writing to the chief of police that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employees choosing. The second part of the sample shall be transferred to that laboratory in such a manner to ensure proper chain of custody. The second test performed at the employees request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the city shall reimburse the employee for the cost of the second test.

Section 3. Interference with or refusal to submit to testing.

Any alteration, switching, substituting or tampering with a sample or test given under this agreement by any employee shall be ground for immediate suspension and subsequent disciplinary action which may include termination of said employee. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this article, or to cooperate in providing information needed in connection with the testing, shall result in the employees' immediate suspension without pay and subsequent disciplinary action which may include termination.

Section 4. Rehabilitation.

The opportunity for rehabilitation (rather than discipline) may be granted once for any employee who is not involved in any drug/alcohol related misconduct either:

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

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment shall be at the sole expense of the employee, to the extent not covered by the employees' health benefits plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and alcohol. If, after screening, the employee tests positive, he/she will be immediately suspended and will be subject to termination.

Section 5. Consequences of positive test.

The consequences of a positive test shall be as follows:

- 1) For use of an illegal drug -- termination
- 2) For abuse of a legally prescribed drug -- one opportunity for rehabilitation, then termination.
- 3) For alcohol (at the level of .04 or above) -- one opportunity for rehabilitation, then termination.

## ARTICLE 26 - DURATION

Section 1. Except as otherwise provided herein the effective date of this agreement shall be from July 1, 2017 and shall remain in effect until June 30, 2021.

Section 2. Upon taking effect, this Agreement cancels, terminates and supersedes any and all other Agreements which the Parties may have entered into.

Section 3. If substantial questions arise affecting this Agreement, the Employer and the Union agree to meet and discuss these questions.

Section 4. Upon advance written notification by either Party of one hundred and fifty (150) days prior to the expiration of this Agreement, it is agreed that, no later than one hundred and twenty (120) days prior to the expiration date of this Agreement, both parties agree to meet and discuss a new Agreement.



in Witness Whereof, the parties have caused their names to be signed on this \_\_\_\_\_ day  
\_\_\_\_\_ t \_\_\_\_\_ I

FOR THE TOWN OF WOLCOTT

FOR THE INTERNATIONAL  
BROTHERHOOD OF POLICE OFFICERS  
LOCAL NO. 332

Mayor

\_\_\_\_\_  
President, Local o. 332

Witness

  
C \_\_\_\_\_ an, contract Negotiations  
Local No. 332

Chief of Police

The above and foregoing is a true and attested copy of the Contract between the Town of Wolcott and the Wolcott International Brotherhood of Police Officers, Local No. 332.

APPENDIX A

WAGES	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Captain	\$47.34	\$48.41	\$49.50	\$50.61
Lieutenant	\$44.10	\$45.09	\$46.10	\$47.14
Sergeant	\$40.43	\$41.34	\$42.27	\$43.22
Detective	\$39.29	\$40.17	\$41.07	\$41.99
Officer "A"	\$38.03	\$38.89	\$39.77	\$40.66
Officer "B"	\$34.43	\$35.20	\$35.99	\$36.80
Officer "C"	\$32.84	\$33.58	\$34.34	\$35.11
Cadet	\$23.05	\$23.57	\$24.10	\$24.64

APPENDIX B

Medical Preferred Provider Benefits

[NEW SUMMARY FROM INSURANCE CARRIER TO BE INSERTED]

I.B.P.O. Local 332

Town of Wolcott

Appendix B - Dental

[NEW SUMMARY FROM INSURANCE CARRIER TO BE INSERTED]

I.B.P.O. Local 332

Town of Wolcott

Appendix B - Supplemental Retiree Benefits

Benefits

The retiree supplemental plan includes coverage only for those medical services which are covered under the Medical Insurance part of the Health Insurance for the Aged Act (Medicare Plan B) and which are incurred on or after the effective date of supplemental coverage contract.

- Health care coverage provided by Medicare part 13 is listed below.
- The supplemental coverage provided by The Town of Wolcott is listed in bold.

A. Medicare Part B does not provide payment for the first \$100.00 of the Medicare approved amount each calendar year - annual deductible.

**The Supplemental coverage provides payment for the \$100.00 deductible which represents services received in the current year and for which the member is actually liable**

Medicare Part B provides payment for 80% of the approved amount after the \$10.00 annual deductible has been satisfied.

**The supplemental coverage provides payment for the balance (20%) of the amount approved by Medicare after the first \$100.00 of such charges each year.**

C. Medicare Part B does not provide coverage when the services are received outside of the United States.

The Supplemental coverage provides payment for covered services which are received outside of the United States, limited to the amount payable for equivalent services under the Medical Surgical benefits in effect at the time when the services were incurred.

- D. The Supplemental coverage will pay up to \$500 per calendar year for home health aide services if such services are provided by a certified home health aide who is employed by a home health agency licensed by the State of Connecticut; the Member's physician has certified, in writing that the services are medically necessary; and the services are not paid by Medicare.
- E. The supplemental coverage will provide benefits to any individual covered under the policy for mammographic (screening) examination every year, or more frequently if

recommended by the individual's physician, when such examinations are not paid for by Medicare.

- F. The supplemental coverage will provide coverage under Medicare Part B for the reasonable cost of the first three (3) pints of blood (or equivalent quantities of packed red blood cells, as defined under federal regulation), unless replaced in accordance with federal regulations or already paid for under Part A, subject to the Medicare deductible amount.

Note: "Amounts approved" are those determined as usual and customary for the covered services by the Carrier or intermediary administering Part B of the Medicare Program.



**CENTURY PREFERRED  
MANAGED RX, 3 TIER**

*Benefits at a Glance for Town of Wolcott Police  
008843-204*

*\$5 COPA YMENT GENERIC DRUGS  
\$20 COPA YMENT LISTED BRAND-NAME DRUGS  
\$35 COPA YMENT NON-LISTED BRAND-NAME DRUGS  
Unlimited Annual Maximum*

**How To Use 3-Tier Managed Rx**

Includes Oral Contraceptives

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses.

**Copayments and Day Supplies**

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- Two copayments when purchasing a 90 day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

*Generic Drugs Have the Lowest Copayment*

		<i>Your copayment:</i>
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Listed brand-name drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$20
<b>Tier 3: Non-listed brand-name drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$35
<b>Mail Service</b>	Two copayments per 90 day	\$10 GE/\$40 LB/\$70 NLB
<b>Annual Maximum</b>	Per member per calendar year	Unlimited



## **Generic Substitution**

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

## **Voluntary Mail-Service Program**

Anthem Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90 day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows for a 90 day supply per prescription: \$10540570.

## **National Pharmacy Network**

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192, to locate a participating pharmacy when traveling outside the state.

## **Non-Participating Pharmacies**

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

## **Limits and Exclusions**

Benefits are limited to no more than a 30 day supply for covered drugs purchased at a retail pharmacy, and no more than a 90 day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

*This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*





### CGHSA6863 with Incentives and Rx copays

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>individual/ family</i> )	\$2,000 / \$4,000	
Coinsurance	0% after deductible up to	20% after deductible up to
Cost Share Maximum ( <i>individual/ family</i> )	\$3,000 / \$6,000	\$4,000 / \$8,000
Lifetime Maximum	Unlimited	Unlimited

**PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits**

- Well child care
- Periodic, routine health examinations
- Routine OB/GYN visits
- Mammography
- Hearing screening

**In-Network After Annual Deductible  
Member pays:**

No Charge; Deductible waived

**Out-of-Network After Annual Deductible  
Member pays:**

- 20%
- 20%
- 20%
- 20%
- 20%

#### MEDICAL CARE

Office visits	0%	20%
Outpatient mental health & substance abuse	0%	20%
OB/GYN care	0%	20%
Surgical fees of a Physician or Surgeon	0%	20%
Maternity care	0%	20%
Diagnostic lab and x-ray	0%	20%
High-cost outpatient diagnostic — <i>prior authorization required</i> <i>The following are subject to cost share: M1?1, MRA, CAT CTA, PET, SPECT scans</i>	0%	20%
Allergy services		
<i>Office visits/testing</i>	0%	20%
<i>Injections</i>	0%	20%

#### HOSPITAL CARE – Prior authorization required

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	0%	20%
Inpatient mental health & substance abuse	0%	20%
Skilled nursing facility — <i>up to 120 days per calendar year</i>	0%	20%
Rehabilitative services — <i>up to 100 days per person per calendar year</i>	0%	20%
Outpatient surgery — <i>in a hospital</i>	0%	20%
Ambulatory surgery- <i>in other than a hospital setting</i>	0%	20%

#### EMERGENCY CARE

Walk-in centers	0%	20%
Urgent care – <i>at participating centers only</i>	0%	20%
Emergency care	0%	0%
Ambulance	0%	0%

Wolcott

CGUISA6863 INC w Rx copay (Eff 9/2018)



	<b>In-Network After Annual Deductible</b> <i>Member pays:</i>	<b>Out-of-Network After Annual Deductible</b> <i>Member pays:</i>
<b>OTHER HEALTH CARE</b>		
Outpatient rehabilitative services — PT, OT, ST, and Chiro - <i>Prior authorization required after the first visit for PT and OT. 50 combined visit maximum for PT, OT, ST, and Chiro per year.</i>	0%	20%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	0%	20%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	0%	20%
Infertility — <i>prior authorization required</i> <i>Some restrictions may apply</i>	0%	20%
Home health care <i>200 visits per member per calendar year</i>	0%	20%
<b>PRESCRIPTION DRUGS</b>		
Tier 1 <i>Tier 1 drugs have the lowest copayment. This tier contains low cost or preferred medications that may be generic, single source brand drugs</i>	\$10 Copayment (Retail) \$20 Copayment (Mail Order)	20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge
Tier 2 <i>Tier 2 drugs have a higher copayment than those in Tier 1. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$25 Copayment (Retail) \$50 Copayment (Mail Order)	
Tier 3 <i>Tier 3 drugs have a higher copayment than those on Tier 2. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$40 Copayment (Retail) \$80 Copayment (Mail Order)	

**Notes to Benefit Descriptions**

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

**Earn Rewards**

What's special about your HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program. It's how your plan rewards you for taking steps to improve your health.	
<b>If you do this:</b>	<b>You can earn:</b>
Future Moms participation and completion Online Wellness Toolkit participation ConditionCare participation and completion  Some eligibility requirements apply.	<ul style="list-style-type: none"> <li>• Up to \$200</li> <li>• Up to \$150</li> <li>• Up to \$300</li> </ul>

Please refer to *the SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Centto Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; refractive eye surgery; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

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

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

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

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### Chinese

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**French (Francais):** Si vous avez des questions sur ce document, vous avez la possibilite d'accéder gratuitement a ces informations eta une aide dans votrc langue. Pour parler a un interprete, appelez le (855) 333-5735.

**Haitian Creole (Kreyol Ayisyen):** Si ou gen nenpot kesyon sou dokiman sa a, ou gen dwa you jwenn ed ak enfomasyon nan Lang ou gratis. Pou pale ak yon entepret, rele (855) 333-5735.

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha it diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami it numero (855) 333-5735

**Language Access Services:**

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**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoni pod numer (855) 333-5735.

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**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

**Vietnamese (Tieng V4t):** N6'u guy vi có bAt ky th'ac mac nao ve tai He'll nay, quY vi có quyên nh4n sr try gitlp va thong tin bang ngon ngir cua quy vi hoan toan mien phi. De trao cloi mot th6ng dich vier', hay gQi (855) 333-5735.

**It's important we treat you fairly**

**That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocrportal/lobby.isf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.**

Benefits At A Glance for Town of Wolcott  
FD 008843-204

# Anthem.09

## CENTURY PREFERRED \$20-\$25/\$100/\$75/\$100

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network <i>Member pays:</i>	Out-of-Network <i>Member pays:</i>
Office Visit (OV) and Specialist Visit (SV) Copayment	\$20 per visit (OV) \$25 per visit (SV)	Deductible & Coinsurance
Hospital (HSP) Copayment	\$100	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not Covered
Emergency Room (ER) Copayment — <i>waived if admitted</i>	\$75	\$25
Outpatient Surgery (OS) Copayment	\$100	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not Applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$800/\$1600/\$2000
Cost Share Maximum ( <i>individual/2-member family/3+ member family</i> )		\$1000/\$2000/\$2500
Lifetime Maximum	Unlimited	Unlimited
<b>PREVENTIVE CARE</b>		
Well child care	NO Copayment	Deductible & Coinsurance
Periodic, routine health examinations	NO Copayment	
Routine eye exams	OV Copayment	
Routine OB/GYN visits	NO Copayment	
Mammography	No Charge	
Hearing screening	OV Copayment	
<b>MEDICAL CARE</b>		
Office visits	OV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse <i>Unlimited- 50% for biologically based diagnoses</i>	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care — <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic	\$50 copay to \$200 maximum	
Allergy services <i>Office visits/testing</i> <i>Injections-80 visits in 3 years</i>	OV Copayment	
<b>HOSPITAL CARE — Pror authorization required</b>		
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility — <i>up to 120 days per calendar year</i>	I-ISP Copayment	
Rehabilitative services — <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery — <i>in a hospital or surgi-center</i>	OS Copayment	
<b>EMERGENCY CARE</b>		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care — <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

In Connecticut, Anthem Blue free® and Slim Shield is a [trade name of Anthem Health Plans, Inc., an Independent licensee of the Blue Cross and Blue Shield Association. Registered marks of the Blue Cross and Blue Shield Association.

# Anthem\*

OTHER HEALTH CARE	In-Network <i>Member pays:</i>	Out-of-Network <i>Member pays:</i>
Outpatient rehabilitative services <i>40 visit maximum for PT, OT, ST &amp; Chiro per year</i>	OV Copayment	Deductible & Coinsurance
Durable medical equipment <i>Unlimited maximum per calendar year</i>	NO Copayment	
Infertility services -	Covered	Deductible & Coinsurance
Home health care	No Charge	\$50 Deductible & 20% Coinsurance

## PREVENTIVE CARE SCHEDULES

### *Well Child Care (including immunizations)*

- 7 exams Birth to 1 year
- 7 exams Ages 1 - 5 years
- 1 exam every year - age 5 to 22

### *Adult Exams*

1 exam every year - Age 22 +

### *Mammography*

- ♦ 1 baseline screening, ages 35-39
- ♦ 1 screening per year, ages 40+
- ♦ Additional exams when medically necessary

*Vision Exams: 1 exam every 2 calendar years*

*Hearing Exams: 1 exam every 2 calendar years*

*OB/GYN Exams: 1 exam per calendar year*

## Notes To Benefit Descriptions

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ♦ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- ♦ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum.
- ♦ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers®Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

Anthem, Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross of Connecticut and Blue Shield Association. Reinstated marks of the Blue Cross of Connecticut and Blue Shield Association.