

MEMO

Date: March 18, 2016

To: Joanne Slater, Town Clerk
Distribution

From: Jennifer R. Browne, Administrative Assistant to the First Selectman



Re: 2015 - 2018 Agreement between the Town of East Windsor and the East Windsor Police Dispatchers, Local 1303 - 460, AFSCME Council 4, AFL-CIO

Joanne ~ Attached please find the fully executed original Agreement between the Town of East Windsor and the East Windsor Police Dispatchers, Local 1303 - 460, AFSCME Council 4, AFL-CIO.

In addition an electronic copy will be available on the Town's internal Shared Drive/Employee Resources folder. Please contact Amanda Schroll at 860-623-8122 if you have any questions.

Distribution:

Robert Maynard, First Selectman

Amanda Schroll, Administrative Assistant/Human Resources

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Union Representative, Laurie Webster

Chief of Police, Edward DeMarco

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Town of East Windsor
Town Clerks Office

MAR 18 2016

By: 
Town Clerk

Jennifer R. Browne ~ First Selectman's Office ~ Town of East Windsor
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EAST WINDSOR IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

THE TOWN OF EAST WINDSOR

AND

EAST WINDSOR POLICE DISPATCHERS

LOCAL 1303 - 460

AFSCME COUNCIL 4, AFL-CIO

July 1, 2015 - June 30, 2018

- DISPATCHERS -

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**AGREEMENT
BETWEEN
TOWN OF EAST WINDSOR
AND
EAST WINDSOR POLICE DISPATCHERS
LOCAL 1303 - 460 AFSCME, COUNCIL 4 – AFL-CIO**

This Agreement (hereinafter "Agreement") is made by and between the Town of East Windsor, hereinafter referred to as the Town, and Local 1303- 460, AFSCME COUNCIL 4, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - Recognition and Unit Description

The Town recognizes the Union as the sole and exclusive bargaining agent for all full time and part time Police Department ("Department") dispatchers.

ARTICLE II - Union Officers & Representation

Section 1. The Town agrees to recognize the duly elected officers and representatives of the Union. The Union agrees to notify the Town within thirty (30) days regarding changes of Union Officers.

Section 2. Provided that one week notice, when possible, is given to the Chief of Police (the "Chief"), or his/her designee, the Union shall have the right to have two (2) members of its negotiating committee present for all meetings between the Town and the Union for the purpose of negotiating the terms of the collective bargaining agreement, under the following terms and conditions:

- a) When such meetings take place at a time during which such members are scheduled to be on duty, no more than two (2) members shall be granted leave from duty with pay for such meeting between the Town and the Union;
- b) As to those two (2) members, the Town shall bring in one additional dispatcher, if necessary, to maintain minimum shift coverage;
- c) Other than in 2) above, no other overtime cost is incurred by the Town; and
- d) Other than as stated above, at least one of the two (2) members shall in all other respects remain on duty and both shall return to their assignments immediately upon conclusion of the meeting, if scheduled to do so.

Section 3. The Union shall be given five (5) leave days, which may be used in half day increments, per fiscal year, non-accumulative, to be used for conventions, educational conferences, council union meetings, or any other legitimate union business. The leave time shall be used by union officials. The Chief of Police, or his/her designee, shall be given written request at least seven (7) days in advance; provided however, that in a case of unanticipated

circumstances, leave may be granted with forty-eight (48) hours' notice as long as no overtime would result. Such approval cannot be unreasonably denied.

Section 4. A union representative and the grievant(s) shall be afforded the time off with pay to participate in the formal grievance procedure including mediation and/or arbitration hearings when held during regular scheduled working hours. The time used in this section shall not be deducted from the Union leave time in Section 3. If a union representative or grievant is not scheduled to work at the time of the grievance, he/she shall not be paid for attending the grievance hearing unless compelled to appear by the Town.

ARTICLE III – Management Rights

Section 1. The Town, the East Windsor Police Commission ("Police Commission") and/or the Chief may discipline dispatchers including but not limited to, verbal or written reprimand, suspension or discharge for just cause, including but not limited to, violation of the Department Rules and Regulations. While the Chief may discipline dispatchers, only the Police Commission has authority to discharge a dispatcher or to suspend a dispatcher without pay for longer than ten (10) consecutive workdays. Only the Commission has the right to hire, promote and demote dispatchers pursuant to Connecticut General Statute § 7-276 as may be amended from time to time. The Union recognizes that all department members are governed by said Department Rules and Regulations presently existing and as amended from time to time in the future by the Chief and the Police Commission.

Section 2. Except as specifically abridged or modified by any provision of this Agreement, the Town, the Police Commission and the Chief will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service to be offered by the police department; determine the standards of selection for employment; direct its dispatchers; take disciplinary action; relieve its dispatchers from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Police Commission and Chief by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided in this Agreement.

Section 3. The Town, through the Police Commission and the Chief, has and will continue to retain, whether exercised or not, the rights and responsibilities to direct the affairs of the Department, and all of its various aspects except those specifically abridged or modified by this Agreement.

ARTICLE IV - Dues Check Off

Section 1. The Town agrees to deduct from the pay of all Union members who authorize in writing such deductions in writing from their wages, such dues and initiation fees as may be fixed by the Union and allowed by law. The Town will remit to the Union, amounts collected once each month, together with a list of dispatchers from whose wages these sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town from harm and indemnify it from any claims for damages by reason of carrying out the provisions of this Agreement concerning the assignment of wages for such dues and fees, as hereinbefore mentioned. The Union further

agrees that in any such Claims it shall, at its own option, either provide at no cost an attorney to the Town or pay the Town's Reasonable attorneys' fees.

Section 2. Employees of the department who become members of the Union shall remain members in good standing for the duration of this Agreement or pay to the Union an agency fee equal to the proportionate costs of collective bargaining, contract administration and grievance adjustment. The Town agrees to deduct agency fees in the same manner as provided in Section 1 of this Article and the Union agrees to save the Town harmless in the same manner as provided herein.

Section 3. Any dispatcher who is a member of the Union may terminate his or her membership in the Union and dues deductions at any time by notifying the Town and the Union in writing of desire to terminate such membership.

ARTICLE V - Non-Discrimination

Section 1. There shall be no discrimination, coercion or intimidation against any dispatcher because of his/her membership or non-membership in the Union. Each dispatcher has and shall be protected in the exercise of the right, without fear of penalty or reprisal to join and assist or refrain from joining or assisting The Union; such rights shall include the right to participate in the management of the Union, acting for the Union as an officer or representative and presenting the views of the Union membership to the public to Officials of the Town and the department, to the Town Meeting or members of the State Legislature, providing no information which would adversely affect the operations, confidentiality or efficiency of the Department shall be given to unauthorized persons. Any dispatcher believed to have given such unauthorized adverse information shall be notified in writing by the Town prior to any questioning and/or discipline of said dispatcher. Such questioning and/or discipline shall be done in accordance with all applicable sections of this Agreement.

Section 2. There shall be no discrimination, coercion or intimidation by the Town or the Union against any Employee on the basis of marital status, age, race, color, sex, religious belief, ethnicity, sexual orientation and gender identity and expression, or for any other reason set forth by law.

ARTICLE VI - Probation

Section 1. Each full time dispatcher hired by the East Windsor Police Department shall serve one (1) year probationary period commencing from the date of hire for all dispatchers.

Section 2. All new dispatchers shall, during said period, be subject to all provisions of this Agreement, except that neither the Union nor the probationary dispatcher shall have access to arbitration when the issue concerns a suspension or other disciplinary action until such dispatcher has completed a satisfactory evaluation. Probationary dispatchers shall not have access to arbitration when the issue concerns discharge, even if arbitration is pending regarding another form of discipline. It is agreed that this clause shall not be deemed to deny such dispatcher the right to a hearing by the Board of Police Commissioners as such rights are set forth in section 7-468(e) of the Municipal Employees Relations Act.

Section 3. Probationary Dispatchers that have successfully completed the training program shall be entitled to shift swapping and shall be eligible to accept shift overtime. Non-probationary dispatchers shall not be removed from their bid slots and be replaced by probationary dispatchers.

ARTICLE VII - Seniority

Section 1. Departmental seniority shall commence from the most recent date of employment as a Police Department Dispatcher. It is provided, however, that there shall be seniority in rank and that rank seniority shall be an exception to this Section. Rank seniority shall accrue from the most recent date of permanent appointment to a particular rank. For the purpose of layoff and recall, seniority shall be by the dispatcher's total continuous service as a Police Department dispatcher.

Section 2. Seniority accrued during authorized leave for illness, injury, or active military service, shall not be lost, nor shall any seniority accrued prior to any interruptions be lost.

Section 3. A dispatcher's seniority shall be considered lost in the event he or she voluntarily resigns or is discharged for just cause or fails to return to work within fifteen (15) calendar days after notice of recall from layoff.

Section 4. Departmental seniority shall prevail with regards to scheduling of vacation and earned holiday leave. Group seniority shall prevail with regard to layoff and recall.

Section 5. In the event of any reduction in force, layoff shall be reverse order of hiring within the bargaining unit. Part-time dispatchers shall be subject to lay off first in the reverse order of hiring and shall be subject to recall to work last.

Section 6. In the event of grade or rank reduction, the dispatcher shall revert to the level of group seniority he previously held.

Section 8. Should more than one employee commence department, group or rank service on the same date the order of seniority shall be determined by the highest cumulative score during the testing process. The Town shall annually post in June an accurate updated list showing departmental, group or rank seniority of all employees.

ARTICLE VIII - Hours of Work

Section 1. The work week for all full-time Police Department Dispatchers shall consist of a cycle of five (5) work days, eight (8) hours per day, followed by two (2) consecutive days off, followed by four (4) work days, eight (8) hours per day, followed by two (2) consecutive days off. After which the cycle shall be continuously repeated. For the purpose of computing hourly wages, two thousand and sixteen (2016) hours shall be considered the regular total hours per year. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks. Only actual hours worked shall be utilized to determine a dispatcher's weekly wage.

The shift schedule for dispatchers shall be posted four (4) times annually, at least thirty (30) days prior to the new shift taking effect. Each shift shall have one of three starting and ending times: 7 am - 3 pm; 3 pm - 11 pm and 11 pm - 7 am. No posted shift shall include different starting times within an individual bid except for split shifts for dispatchers. In the event that the Department hires a sixth dispatcher, the split shift shall be eliminated.

Section 2. Employees shall bid their shifts four (4) times annually-according to seniority within job classification. If a dispatcher has not bid his or her shift within seven (7) days prior to the effective date of the new shift schedule, he or she shall be placed on a shift by the Chief or his or her designee. After such time, there shall be no changes in the shift schedule for that quarter, except that rebids may be allowed after notice to the Union, subject to legitimate needs of the Department. In addition, temporary schedule changes may be made unilaterally by the Town when there is either: (a) an unanticipated emergency or (b) an anticipated emergency designated by the Chief or his or her designee as a "no leave granted" situation. Also, changes

to the schedule as a result of the addition, reduction, or changes in rank of personnel will be established by the Town based upon the needs of the department.

Section 3. Employees shall receive a thirty (30) minute paid lunch break.

Section 4. A dispatcher may at his/her own option substitute during scheduled work hours for another dispatcher of the same job classification provided that it does not result in any additional cost to the Town or in any dispatcher working more than sixteen (16) consecutive hours. For purposes of determining regular and overtime compensation, the hours worked shall be considered as worked by the substitute dispatcher and not by the originally scheduled dispatcher. At least 24 hours prior to each substituted shift, written notice shall be given to the Chief or his/her designee. If a substitute fails to report to work, the substitute dispatcher shall be responsible for the shift, or may be subject to loss of appropriate leave time. The originally scheduled dispatcher shall not be subject to disciplinary action, so long as he/she complies with this section's procedures.

Section 5. The Chief or his/her designee may change the schedules of dispatchers to allow for attendance at training programs provided a one-week notice is given or the dispatcher voluntarily commits within the one (1) week and the shift is sufficiently staffed.

ARTICLE IX - Overtime

Section 1. All assigned, authorized and/or approved service outside or out of turn of a dispatcher's regularly scheduled tour of duty or shift, including service on a dispatcher's scheduled day off or during his/her vacation shall be considered overtime. Hours worked after eight (8) hours in a work day or the appropriate number of hours specified for a work week in Article VIII, Section 1, shall be paid at one and one-half (1-1/2) times his/her regular hourly rate.

Section 2. Time paid for, but not worked due to illness shall not be considered as time worked for the purpose of computing overtime.

Section 3. When a dispatcher is required to return to duty, to perform overtime duties and when the overtime hours so worked are not contiguous with the dispatcher's duty hours, the dispatcher shall be paid not less than four (4) hours straight time or, if such hours exceed eight (8) hours in a work day or the appropriate number of hours specified for a work week in Article VIII, Section 1, at time and one-half. This section shall not apply to the extension of a tour of duty at the beginning or end of any shift.

Section 4. Scheduled and mandatory overtime shall be distributed to all full time dispatchers on a fair basis. Employees in the bargaining unit shall be afforded the opportunity to accept overtime service as follows:

DISPATCH VACANCY

FT DISPATCHER

PT DISPATCHER

F/T OFFICER/SERGEANT/LIEUT.

The payroll records of the Police Department will be available to the Union at reasonable times. Except as noted herein, Vacancies shall be filled by first offering them to full-time then part-time dispatchers.

Section 5.

a) Employees shall have the option of accepting the overtime pay at the rate of time and one-half their hourly rate, or may accept compensatory time off at the rate of time and one-half the

hours worked. A current employee may accumulate only up to a maximum of one hundred and twenty (120) hours of compensatory leave in any calendar year. The 120 hour compensatory time allotment is a cap that may not be exceeded. For employees, hired on or after July 1, 2016, the maximum accumulation of compensatory time shall be ninety (90) hours in any calendar year, which shall be a cap that may not be exceeded. Employees who have not taken all of their accumulated compensatory time within the foregoing time limitations shall be paid for such unused time at the rate of the employee's regular base wage. All compensatory time earned and not used by the end of the calendar year shall be paid out during the first full pay period of the new calendar year.

b) Compensatory leave must be taken in units of full days unless authorized by the Chief's Office. The Chief, or his/her designee, shall be given a written request for all leave time at least five (5) days in advance. Such approval cannot be unreasonably denied unless overtime would result above and beyond the staffing numbers mentioned in article XI, Sections 9 and 10.

Section 6. Any dispatcher summoned or required in his or her capacity as a member of the East Windsor Police Department, to appear as a witness in court, or to give a legal deposition, whether in a criminal or civil matter, or any other applicable agency where a dispatcher's testimony is required by law, shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate, to the extent that such appearance is required during his/her off-duty hours. All witness fees received by the dispatcher shall be turned over to the Town. The provisions of this paragraph shall not apply in a proceeding in which the dispatcher who is testifying is a claimant or litigant against the Town. Employee shall be allowed to swap or self-swap a shift in order to testify at grievance or MPP hearings, provided the Town is given 48-hours' notice of the swap, and the swap does not result in the payment of overtime by the Town.

ARTICLE X – Wages

Section 1. The wage scale as set forth in Appendix "A" attached hereto shall be in effect during the term and dates of this Agreement. The Town and the Union agree to the following general wage increases:

2.50% effective and retroactive to July 1, 2015
2.5% effective July 1, 2016
2.5% effective July 1, 2017

Section 2. Part-time dispatchers shall be paid an hourly rate equal to the starting salary of a full-time dispatcher.

Section 3. Effective upon ratification and approval of this contract, Dispatchers shall receive a \$0.35 per hour upgrade to their wage set forth in the wage scale in Exhibit A.

ARTICLE XI - Holidays

Section 1. The following days shall be considered holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Columbus Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	One Floating Holiday

Section 2. Employees who work on such holidays shall receive time and one-half for all hours worked, plus holiday pay at straight time or earned holiday leave time off at the rate of eight (8) hours. Effective July 1, 2016, there shall be no banking of holidays. There shall be no pyramiding of overtime. Employees who work holidays outside of their regular schedule shall be compensated at double time their rate of pay for hours worked.

Section 3. When any of the aforementioned holidays falls on a dispatcher's scheduled day off, the dispatcher shall receive an additional day's pay at straight time. If a dispatcher uses personal leave or sick leave on a holiday, the dispatcher shall receive eight (8) hours of straight time pay for the holiday.

Section 4. Floating Holidays must be used within the fiscal year within which they are earned consistent with other provisions of this contract.

Section 5. Upon written request, the Town shall notify the dispatcher in writing with a list of all time due and earned, for all sick time, personal leave time, vacation time, earned holiday leave time and compensatory time days.

Section 6. For purposes of this Article, New Year's Day, Independence Day Thanksgiving and Christmas shall always be observed on the actual calendar date of their occurrence.

Section 7. Earned holidays and the floating holiday must be taken in units of full days unless authorized by the Chiefs Office.

Section 8. The Chief of Police, or his designees, shall be given written request at least seven (7) days in advance; provided however, that in a case of unanticipated circumstances, leave may be granted with forty-eight (48) hours' notice as long as no order-in overtime would result. Such approval cannot be unreasonably denied

Section 9. On holidays, the Town shall grant requests for leave to no more than three (3) essential employees from the same shift based upon departmental seniority. In the event, however, that granting such leave creates a situation where more than one other employee must be ordered in to fill the vacant positions, then the most junior employee(s) requesting such leave may have it denied. Nothing shall prevent the Town in its discretion from granting additional leave time above and beyond the limitations set forth herein.

Section 10. On non-holidays, the Town shall grant requests for earned holiday, compensatory, Award or vacation leave to no more than one (1) dispatchers or one employee scheduled to function in the dispatch capacity from the same shift. Nothing shall prevent the Town in its discretion from granting additional leave time above and beyond the limitations set forth herein.

ARTICLE XII - Vacation

Section 1. Each full-time dispatcher shall be entitled to annual paid vacation as follows:

During first year of employment	5 days
After one (1) year	10 days
After five (5) years	15 days
After ten (10) years	20 days
After twenty (20) years	25 days

Section 2. Vacation schedules shall be established by seniority within the Dispatcher unit. At

the same time dispatchers bid their work schedules, they shall be afforded the opportunity to bid all or part of their earned vacation time provided they shall bid a minimum of three (3) consecutive days. Beginning April 1 of each year and continuing to September 30 and then again on October 1 until March 30 of the subsequent year, dispatchers shall be afforded the opportunity to bid for vacation time, to be taken at any time during that year, provided they shall bid a minimum of seven (7) days, which may include days off. Any dispatcher who fails to bid his/her earned vacation time shall lose seniority preference in its scheduling.

Section 3. Vacation may start any day of the week that is mutually agreed to by the dispatcher and the Chief or his/her designee.

Section 4. The Chief of Police, or his designee, shall be given written request for vacation at least seven (7) days in advance; provided that in a case of unanticipated circumstances, leave may be granted with forty-eight (48) hours' notice as long as no order-in overtime would result. Such approval cannot be unreasonably denied. Vacation may be taken one (1) day at a time.

Section 5. Unused vacation time not taken in one year may be accumulated to the next year only.

Section 6. Vacation days must be taken in units of full days unless authorized by the Chief or his/her designee.

ARTICLE XIII - Medical Care Insurance

Section 1. Medical benefits are as stated in the attached Appendix B. The Town shall only offer the Union members and retirees a high deductible health insurance plan or its equivalent. Effective July 1, 2016, the PPO option shall not be offered as an option during the remainder of this Contract.

The current high deductible health insurance plan has a \$4,000 deductible for the family, and the individual plus one plans. The deductible for the individual plan is \$2,000. The Town shall contribute to each enrolled employee's Health Savings Account 75% of their respective plans deductible on or about the payroll following July 1st of each year of this contract. All retirees are explicitly excluded from this contribution, except those employees who retire from Town service on or before June 30, 2018, who shall be entitled to receive the contribution until they are Medicare-eligible.

Employees shall contribute toward health and dental insurance premiums each year of this contract as follows:

Effective upon ratification and approval of this contract, the Town will pay 89% of the insurance premium, the Union members shall pay 11% of the premium.

Effective July 1, 2016, the Town will pay 88% of the insurance premium, Union members shall pay 12% of the premium.

Effective July 1, 2017, the Town shall pay 87.5% of the cost of the insurance premiums, the Union members shall pay 12.5% of the premium.

Section 2. The Town has the option of providing hospitalization, medical, vision, and dental coverage through another plan that provides substantially equivalent benefits and services.

Section 3. Effective January 1, 2017, the Union has the option to open discussions with the Town within January to April 2017 on the state of Connecticut Insurance Partnership 2.0 as a lower total cost insurance option for the Town.

Section 4. The Town shall provide to eligible employees and their eligible dependents a full service dental plan equivalent to the current Delta Dental plan. Employees shall contribute to the premium cost of the plan by payroll deduction at the same percentage contribution as they contribute toward health insurance premiums, as stated in section 1, above.

Section 5.

a) Any eligible dispatcher may elect to waive the medical care insurance coverage, and in lieu thereof, will receive a yearly sum equal to Fifty (50%) percent of the annual cost of such medical care insurance coverage for the covered dispatcher only at the least expensive plan offered by the Town. Employees who elect to make such waiver shall notify the Town in writing before July 1 of any year of this agreement that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans. The Town shall make payment to all dispatchers eligible in accordance with the above in the following manner: one-half the amount due in the first pay date in December; one-half the amount due in the first pay date in June.

b) Any eligible dispatcher who has notified the Town in accordance with Section 3a above and whose insurance coverage and participation has been canceled, or any eligible dispatcher not now participating in the insurance plan(s) who had a change of circumstances, may apply in writing to the Town to be included in the insurance plan(s). Upon such request and subject to any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the eligible dispatcher shall be reinstated.

c) Any eligible dispatcher who enrolls in the insurance plan(s) in accordance with Section 1 above shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plan(s) at no expense to the eligible dispatcher.

Section 6. The Town will provide the same plan now in effect or the equivalent life and disability insurance policy, with coverage of Sixty Thousand Dollars (\$60,000.00) per dispatcher without premium cost to the dispatcher.

Section 7. Medical care insurance benefits for retirees:

a) Eligibility - each participant of the pension plan (as defined therein) who retires from employment with the employer as a member of the dispatcher bargaining unit who has at least 20 years of service, excluding any Medicare-eligible retiree, shall be eligible to receive medical care insurance coverage for himself and eligible dependents paid in part by the employer according to the following formula:

<u>Years of Service</u>	<u>% paid by employer</u>
25	75% for participant 50% for participant's dependents*
20 - 24	50% for participant 50% for participant's dependents

Coverage will not be extended, however, to (a) employees hired after June 30, 2018 or (b) retired participants who are eligible to receive health insurance benefits from or through Medicare or another employer as long as the benefits are substantially equivalent or better than

those currently in effect. To be eligible for benefits hereunder, each retired participant shall declare annually and in writing that he/she does not have such comparable coverage available and provide the employer with suitable information including but not limited to copies of relevant coverage's available to the participant/dependent. If no such information and written declaration are received, the employer shall be permitted to drop the coverage on said participant/dependent after due notice of such elimination of coverage is sent to the participant's/dependent's last known address by certified mail, return receipt requested. The employer reserves the right to have a participant's/dependent's alternate health plan evaluated by an independent source to determine the comparability of coverage. A retired participant cannot return to the plan more than three (3) times up to age 65, when the Medicare benefits take effect for participant/dependent as set forth in the pension plan.

*(as defined in the pension plan)

b) Coverage - an eligible participant's medical care insurance coverage each year hereunder shall be the same as the coverage being provided to active dispatchers under Article XIII, Section 1 of the labor contract then in effect.

c) Duration - medical care insurance coverage hereunder shall be provided from the day of an eligible participant's retirement until the date upon which the retired eligible participant or eligible dependent thereof, shall become eligible for his or her Medicare benefits.

ARTICLE XIV – Pension

The Town of East Windsor Pension Plan, as amended, from time to time following negotiations with the Union, shall remain in effect through January 1, 2017, subject to renegotiations to begin no earlier than July 1, 2016.

ARTICLE XV - Sick Leave

Section 1. Sick leave shall be considered to be absence from duty with pay of full time dispatchers for the following reasons:

- a) Illness or injury and when injury is compensable under Workers' Compensation (except where directly traceable to employment other than for the Town of East Windsor); or
- b) When because of exposure to contagious disease, the presence of the dispatcher on duty would endanger the health of others; or
- c) When the serious illness of a dispatcher's spouse, or dispatcher's child, requires his/her personal attendance, if supported by a medical certificate when requested by the Chief or his/her designee, provided that no more than three (3) days each fiscal year may be used for this purpose.
- d) A dispatcher who is out of work due to a non-compensable injury or illness or non-work-related, personal injury or illness over nine (9) months, or a dispatcher who is out of work due to a compensable injury or illness over twelve (12) months, shall be terminated in good standing, and shall be entitled to all benefits available to the dispatcher, including but not limited to, disability retirement benefits. During the time the dispatcher is out up to the time of termination, the dispatcher shall be entitled to continue health insurance and shall continue to accrue any additional vacation, personal and sick leave under the same terms as then in place or pursuant to any labor agreement. In addition, the dispatcher shall be eligible for any longevity bonus provided for in the then current labor agreement.

Section 2. Each dispatcher shall be entitled to accumulate sick leave according to the following schedule:

.75 day per month until a total of twelve (12) days have been accumulated and maintained;

1.0 days per month from thirteen (13) days until twenty-four (24) days have been accumulated and maintained;

1.25 days per month from twenty-five (25) days until forty-eight (48) days have been accumulated and maintained; and

1.5 days per month after forty-eight (48) days have been accumulated and maintained.

For employee hired prior to June 30, 2015, any unused sick leave over 190 days maximum accumulation will be lost. For employee hired on or after July 1, 2016, any unused sick leave over 140 days maximum accumulation will be lost.

Section 3.

a) Whenever an injury or illness occurs to an employee for which workers' compensation is payable under the State Workers' Compensation Act, the amount of workers' compensation benefits paid to the dispatcher by the Town, at the employee's discretion may be combined with available paid sick leave to be equal to one hundred percent (100%) of his/her net base salary for no longer than nine (9) months, after which time the employee will receive only available sick leave or workers' compensation.

b) A dispatcher who is out on workers' compensation shall be entitled to continued health insurance coverage in accordance with state law.

c) The Town or the Chief, or his designee has the right to demand at reasonable intervals physical examinations of any dispatcher out on workers' compensation by a physician selected by the Town familiar with the type of injury in question. The injured dispatcher shall also be required to have his/her own doctor furnish a written statement as to his/her ability to return to work. If the dispatcher fails to furnish the medical verification required above, or refuses to be examined by the Town selected physician, he/she shall be subject to appropriate disciplinary action up to and including termination of employment..

Section 4. A doctor's certificate shall be required for illness of three (3) days or more, regardless of the cause of the injury or illness or in cases where a dispatcher has been put on notice in accordance with the department's Dependability Policy, of habitual absences, suspected abuse, or excessive use because of claimed illness or injury.

Section 5. Dispatchers may transfer a portion of their accumulated sick leave to another dispatcher who has run out of paid sick time due to an extended illness or injury only with the consent of the Police Commission. Application of this provision shall not be subject to the grievance procedure.

Section 6. Redemption of accumulated sick leave at retirement or death will be as follows:

a) Employees who terminate in good standing will receive compensation for accumulated sick time as provided in Article XXIII, Section 2.

b) Upon the death of a dispatcher, all accumulated leave time due such dispatcher shall be payable to his/her estate in the same manner as provided for in subsection (a) of this Section.

Section 7. In the event the Town reasonably questions the fitness of a dispatcher to perform his/her job, it reserves the right to order a dispatcher to undergo a physical, psychological, or psychiatric examination by a department-selected professional at Town expense. The dispatcher also retains the right to an examination by his/her chosen professional, at the dispatcher's own expense. The medical records generated as a result of a determination of a lack of fitness for duty shall be subject to disclosure to the respective professionals, the dispatcher, the Chief, the Town's Attorney, Union Attorney, the Town's insurance carrier (if involved in the matter) and the First Selectman. The report from the respective professionals shall be treated as confidential. Thereafter, if a dispute arises between a dispatcher and the Town as to whether that dispatcher is fit for duty, the Department-selected professional and the dispatcher-selected professional will choose a mutually agreeable professional to make a final and binding determination as to the fitness for duty of the dispatcher. In the event that the Town's and dispatcher's respected professionals cannot mutually agree to a third professional within sixty (60) days of a request to select a third professional, the dispute regarding the selection of a third-party medical professional may be submitted to binding arbitration.

Section 8. Sick days may be taken in units of one-half (1/2) days.

Section 9. Employees who do not use any sick leave in any quarter shall receive a \$50 bonus per quarter to be paid at the end of the fiscal year. This bonus shall not be added to the dispatcher's hourly rate of pay.

ARTICLE XVI - Leave Time

Section 1. Personal Leave.

a) Each dispatcher shall be granted five (5) personal leave days annually, provided, however, that new dispatchers having just successfully completed their probationary period will be awarded personal leave days based upon one (1) per quarter for the number of complete quarters remaining in that fiscal year. Except in a case of unanticipated circumstances, a dispatcher must provide forty-eight (48) hours advance notice to the Town prior to taking personal leave, and such leave is subject to approval. Unused personal leave shall not accumulate or carry over from year to year.

b) Personal leave days may be taken in units of one-half (1/2) days.

Section 2. Funeral Leave.

a) Special leave of three (3) consecutive working days with pay up to and including the date of Funeral, shall be granted a dispatcher in the event of the death of his/her:

Spouse	Brother/Step Brother
Father/Step Father	Grandparents
Mother/Step Mother	Grandchild
Children/Step Children	Sister/Step Sister
Father-in-law	Mother-in-law

or person domiciled in the dispatcher's household.

b) Similar leave time of two (2) consecutive working days shall be granted in the event of the death of his/her:

Sister-in-law
Son-in-law

Brother-in-law
Daughter-in-law

c) Similar leave time of one (1) working day shall be granted to a dispatcher in the event of the death of his/her aunt or uncle.

d) The Chief or his designee may require proof of relationship and death within a reasonable period of time. Failure to provide satisfactory proof will allow the Chief or his/her designee to charge the funeral leave to other available leave time, or take other disciplinary action in the case of a false report.

Section 3. Jury Duty. Employees who are required to serve jury duty shall be permitted leave with pay to do so, provided the Town is reimbursed by the dispatcher to the extent compensation is received as a juror.

Section 4. Military Leave. Military leave shall be granted, not to exceed thirty (30) days, to regular dispatchers when required to serve on active duty with the Military Reserve or the National Guard. During this period, if the dispatcher's military pay is less than their regular pay, the dispatcher shall be paid the difference by the Town. Time on military leave shall be included in computing seniority earned. Paid and unpaid military leave shall be granted in accordance within the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 5. Voluntary Leave of Absence.

a) Leaves of absence without pay may be granted to a regular dispatcher on recommendation of the Chief or his/her designee with approval of the Police Commission for not longer than one (1) year. Requests for such leave without pay shall be made in writing to the Chief and shall include a statement of the reasons therefore and of the length of leave requested. This section shall not be subject to the Grievance Procedures of this Agreement.

b) Any dispatcher who is on leave of absence, as described in Section 5(a) of this Article, without pay, shall not be paid for nor accrue any holiday, sick leave, longevity, vacation leave, military leave, personal leave, or college incentive payment during the period of such absence. The dispatcher will retain all other seniority rights, previously accrued but shall not accrue additional seniority during the leave of absence. Any vacation time due a dispatcher at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less should not be considered to be a basis of reducing a dispatcher's benefits.

Section 6. Family Leave. The conditions and benefits of the Family Medical Leave Act, to the extent it applies to this bargaining unit, shall be incorporated and made part of this contract.

ARTICLE XVII - Educational Incentive

Section 1. A dispatcher who attains an Associate Degree shall receive an annual stipend of four hundred dollars (\$400). A dispatcher who attains a Bachelor's Degree shall receive an annual stipend of seven hundred dollars (\$700). Courses and degrees in Criminal Justice, Police Science, Police Administration, Law Enforcement, Public Administration, Sociology, Psychology, Pre-Law, Human Services or related fields, as determined by the Chief of Police and the Commission, are the only ones eligible for bonus qualification.

Section 2. Said annual stipend in Section 1, above, shall not be considered a part of the dispatcher's regular rate of pay, and shall not be added to the wage rates specified in Article IX Section 1 of this agreement.

Section 3. Any dispatcher enrolled in an accredited college or university in a degree program of Criminal Justice, Police Science, Police Administration, Law Enforcement, Public Administration, Sociology, Psychology, Pre-Law, Law, Human Services or related fields, shall, upon successful completion of any course with a grade of C or better be reimbursed by the Town out of a pool of \$12,000 for the cost of books and tuition. The pool shall be divided evenly among eligible dispatchers who submit evidence of successful completion and payment. Payment out of the pool shall be on a per credit basis per eligible applicant where the formula for payment shall be $x/y * 2,000 = \text{dispatcher payment}$. X shall be the credits earned by the individual dispatcher applicant. Y shall be the total number of credits earned by all eligible dispatcher applicants during the annual period. The maximum payment per credit shall be the cost of a credit at the University of Connecticut, Storrs for the academic year commencing in the autumn of the applicable year. Payments shall be made at the conclusion of each academic year which shall be June 30 annually.

ARTICLE XVIII - Uniforms and Equipment

Section 1. Dispatchers will be permitted to wear Appropriate casual business attire while on duty defined as trousers (no jeans), a blouse, polo shirt, button-collared shirt or similar style collared shirt to cover midriffs, knee length or longer skirt or dresses. All clothes must be neat, clean, pressed and presentable as determined by the Chief or his/her designee.

Section 2. All dispatchers shall be neat, clean, and well groomed at all times, in accordance with the provisions of department operational directives.

ARTICLE XIX – Rank & Promotions

Section 1. Rank may be established for the purpose of career opportunities within the dispatcher bargaining unit.

Section 2. Future promotions within dispatcher classifications shall require that the dispatcher successfully complete three (3) years' service within the bargaining unit.

ARTICLE XX - Safety

The Town shall comply with all provisions of law and health for the safety of the dispatchers.

ARTICLE XXI - General Provisions

Section 1. An "Award Day" is a paid day off at straight time, awarded at the discretion of the Chief. Award Days must be taken in units of full days unless authorized by the Chief or his/her designee. Award Days cannot cause overtime, and cannot be carried over from year to year.

Section 2. Employees who separate in good standing, or in case of a dispatcher who dies, his or her estate, shall be paid for all compensatory days, earned holidays and vacation days due the dispatcher at straight time at the current wage rate (including longevity and educational bonuses) and shall be paid for one-half (1/2) of his or her accumulated sick time at straight time (including longevity and education bonuses). Current wage rate shall mean the wage rate in effect at the time of resignation, retirement or death. Employees shall be paid their accumulated sick time based on the following maximum-capped schedule:

Employees hired on or before June 30, 2008 shall be paid their accumulated sick time based on

the following maximum-capped schedule:

Up to seventy-five (75) days for up to ten (10) years of service;
Up to eighty-five (85) days for up to fifteen (15) years of service;
Up to ninety-five (95) days for up to twenty (20) years of service;
Up to one hundred five (105) days for up to twenty-five (25) years of service; Up to one hundred fifteen (115) days for up to thirty (30) years of service;
Up to one hundred twenty-six (126) days after thirty (30) years of service.

Employees hired on or after July 1, 2008 shall be paid their accumulated sick time based on the following maximum-capped schedule:

Up to fifty (50) days for up to ten (10) years of service;
Up to sixty-two (62) days for up to fifteen (15) years of service;
Up to seventy-five (75) days for up to twenty (20) years of service;
Up to ninety (90) days for up to twenty-five (25) years of service;
Up to one hundred (100) days for thirty (30) years of service or more;

Section 4.

a) Any dispatcher assigned by the Chief to attend any training away from the East Windsor Police Department or to attend any court proceedings, whether criminal or civil, shall receive use of a departmental owned vehicle, if available. In the case that no departmental vehicle is available, such dispatcher shall be reimbursed the amount for mileage, as established by the Internal Revenue Service, for use of his/her own personal vehicle.

b) 1) The Town of East Windsor shall not compensate bargaining unit employees for travel time to or from training sites in Hartford County, Tolland County, Hampden County, Massachusetts, or the Municipal Police Training Academy in Meriden.

2) For training sites in Fairfield County, the Town shall compensate bargaining unit employees for one hour of round trip travel time at the applicable contractual rate. For all other training sites in Connecticut, except those listed in subdivision (1), the Town shall compensate bargaining unit employees for one-half hour of round trip travel time at the applicable contractual rate.

Section 5. In accordance with the Freedom of Information Act every dispatcher shall have the right to review his/her personnel files, relative to his/her employment, upon reasonable request to the Chief of Police at reasonable hours. The Town shall provide copies of all materials in the file upon request of the dispatcher. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the dispatcher shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to dispatcher inspection, excluding internal affairs, active investigation and inactive disciplinary files.

Section 6. An electronic copy of the Contract and an electronic copy of the Rules and Regulations will be supplied to all present Union dispatchers and new dispatchers at time of hiring. Rules and Regulations will be provided by the Town, and Contract copies will be supplied by the Union. Employees shall be permitted to use Department equipment to copy or print a copy of the Contract and Rules and Regulations

Section 7. All references to the singular include the plural, and the plural shall include the singular; and gender shall be interchangeable where the context so requires.

Section 8. The Town shall provide the Union a bulletin board located in the Police Department dispatch break room for the posting of notices concerning Union business and activity.

Section 9. The Town shall hold harmless, indemnify, and defend each dispatcher of and from liability for infringement of any person's civil rights or for damages to persons or property arising out of incidents occurring while such dispatcher was acting in the performance of his/her duties and within the scope of his/her employment, to the extent and in the manner set forth in Section 7-101 a and 7-465 of the Connecticut General Statutes, as amended. In the event that the statutes are amended and result in a loss of benefits to the bargaining unit members, the Town and the Union agree to negotiate over such loss.

Section 10. In the event that a dispatcher has had an exposure incident to potentially infectious materials or communicable disease, as defined in Department Operational Directive (DOD) 41.14 (as in effect on July 1, 2009), while acting in the performance of his/her duties and within the scope of his/her employment, and the source individual in such incident has refused to submit to blood testing under the terms set forth in Section 19a-582(e)(5) of the Connecticut General Statutes, as amended, then the Town, at its expense, shall provide legal counsel to prosecute a civil action against such source individual in order to enforce such dispatcher's rights, in the manner and to the extent set forth in such statute. In the event that the statute is amended and results in a loss of benefits to the bargaining unit members, the Town and the Union agree to negotiate over such loss.

ARTICLE XXII - No Strike

The Union agrees that it will not call or support directly or indirectly any strike, picketing, slowdown, sick-out, or sick-in or any other concerted refusal to render services to the Town.

ARTICLE XXIII - Disciplinary Action

Section 1. No dispatcher shall be reprimanded, removed, dismissed, discharged, and suspended, except for just cause. Progressive discipline shall be applied when appropriate and may include the following:

- a) Verbal Warning
- b) Written Warning
- c) Suspension
- d) Discharge

Section 2. Internal Investigation Procedures. Whenever a dispatcher is under investigation for any noncriminal complaint, which may lead to disciplinary action, such investigation shall be conducted in the following manner:

- a) The dispatcher shall be informed in writing of the officer in charge of the investigation.
- b) During any hearing, interrogation or questioning which a dispatcher reasonably believes may lead to suspension, demotion, dismissal or any other disciplinary action, the dispatcher shall have the right to be represented by a representative of the Union.
- c) The internal investigation procedure shall be governed by the provisions of Article IX - Overtime herein.

Section 3. Handling of Complaints

a) Any formal non-criminal complaint by a citizen against a dispatcher shall be in writing and shall be sworn to and signed by the complainant. If the complainant refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted. Such complaint shall include a particular description of the acts complained of and names and address of witnesses. The dispatcher involved shall be informed of the complaint and receive a description of the nature of the complaint. Any subsequent investigation shall be done in accordance with Section 2 of this Article. Once the investigation has been completed a copy of the investigative report concerning the incident or complaint shall be provided to the dispatcher prior to any disciplinary hearing.

b) The provisions of subsection (a) shall not preclude the Chief or his/her designee from initiating a departmental investigation upon the receipt of an unwritten non-criminal complaint whether from a member of the public or from within the department if it is determined to be in the best interests of the Police Department or the dispatcher involved. The dispatcher shall be advised of the nature of the allegations against him or her within five (5) working days after initiation of the investigation. The investigation of an informal complaint must be handled in an expeditious manner by the Chief of Police and be concluded within sixty (60) days of the filing of the complaint. The sixty (60) day time period may be extended as needed, such extension not to exceed a sixty (60) day period. As soon as the investigation has been concluded, the Chief of Police shall notify the dispatcher of the outcome in writing.

c) In the absence of any corroboratory evidence after a departmental investigation, or unless the complaint results in discipline, an informal Complaint on its own standing shall not be kept in the dispatcher's personnel file.

d) Any disciplinary hearing at the Commission level pursuant to the grievance procedure shall be conducted in accordance with the Commission's policy on hearings in effect on the date of this Agreement.

Section 4. All disciplinary actions must be given in writing with reasons stated and a copy given to the dispatcher and the Union at the time of all written disciplinary actions.

Section 5. Letters of reprimand shall not be used for progressive discipline, promotional, or other purposes after two (2) years from the date of the offense giving rise to the reprimand providing the same offense has not recurred in the two (2) year time period.

ARTICLE XXIV - Grievance Procedure

Section 1. Purpose. The purpose of the grievance procedure shall be to settle a dispatcher grievance on as low an administrative level as possible and practicable, so as to insure efficiency and dispatchers' morale.

Section 2. Definition. A grievance for the purposes of this procedure shall be considered to be a complaint concerned with:

- a) Warnings, suspension and terminations.
- b) Uniform application of Rules and Regulations of the police department;
- c) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

Step 1. Any dispatcher with a grievance, or the union, shall, within twenty-one (21) calendar days of becoming aware of the occurrence of the event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief of Police or his designee, who shall use his best efforts to settle the dispute. The Chief's or his/her designee's decision shall be submitted in writing to the aggrieved dispatcher and the Union within twenty-one (21) calendar days of receipt of the grievance.

Step 2. If the grievant and/or the Union are not satisfied with the decision rendered by the Chief or his designee, said grievant or the Union shall submit the grievance, in writing, within thirty (30) calendar days to the Chairman of the Police Commission with a copy provided to the Chief. The Commission shall, within thirty (30) calendar days of the receipt of the grievance, submit its decision in writing to the Chief, grievant and the Union.

Step 3. If the grievant or Union are not satisfied with the decision rendered by the Board of Police Commissioners and elects further processing, the following process shall be followed:

A. Within thirty (30) calendar days after receipt of the Police Commission's decision, the Union shall submit the grievance to arbitration at the Connecticut State Board of Mediation and Arbitration (SBMA) and shall notify the Town of said submission in writing to its First Selectman and the Chief.

B. Within thirty (30) days of the Town's receipt of notification that the grievance has been submitted to arbitration, the Town, at its own discretion, shall have the option of notifying the Union that it desires that the matter be submitted to arbitration before the American Arbitration Association (AAA) and demanding that the Union withdraw the grievance from arbitration before the SBMA. The Town shall then submit the grievance to arbitration before the AAA and notify the Union of the election to proceed to arbitration before AAA. If such election is made, the Union shall notify the Town in writing of the withdrawal of the grievance from SBMA.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties and, if not appealed to a court of competent jurisdiction, then it must be implemented within thirty (30) working days, except that the decision shall not amend or alter this Agreement in any manner. Neither party waives its right to legal appeal under the Connecticut General Statutes.

Section 4. Mediation. The mediation services of the State Board of Mediation and Arbitration (SBMA) may be used at the second step of the grievance procedure.

Section 5. Recording of Minutes of Testimony. Where allowed by law, either party shall have the right to employ a public stenographer or use a mechanical recording device to at any step in this procedure, provided that any costs incurred through the use of a public stenographer or recording device shall be borne by the party employing the same and a copy shall be given to the other party to the Agreement.

Section 6. Union and Town as complainants. Both the Union and the Town shall be entitled to submit grievances in the same manner as is provided herein for dispatchers. Any time limits specified in this Article may be extended by the written mutual agreement of the Town and the Union.

Section 7. If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled in favor of the Town. If the Town fails to render its decision on a grievance within the time limits specified, then the grievance shall automatically proceed to the next step. The Union shall file any necessary paperwork to proceed to the next step (including, but not limited to arbitration), within thirty (30) days of becoming aware that the Town has failed to respond to the grievance within the prescribed time periods. The Town may not utilize its failure to act as a bar to prevent any grievance from proceeding to the next step.

Section 8. The costs of arbitration shall be borne equally by the Union and the Town, except that if the Town selects the American Arbitration Association, it shall pay the full costs of arbitration.

Section 9. In the event of a discharge or a suspension imposed by the Police Commission, the Union, at its option, shall be entitled to omit Steps 1 and 2 and shall then immediately follow

step 3 of Section 3 of this Article XXVI. In the event of a suspension imposed by the Chief, or his/her designee, the Union shall be entitled to omit Step 1 and initiate the grievance procedure beginning at Step 2.

Section 10. The Town and the Union may schedule a meeting for the purpose of avoiding possible necessity for recourse to the formal grievance procedure and of generally promoting satisfactory labor/management relations. If either party requests such a meeting in writing, one will be held within fourteen (14) calendar days of receipt of request. Present at the meeting shall be the Chief or his/her designee, the Union President or his/her designee. Each party may have one other person present, in addition to themselves if they desire. The meeting shall be scheduled at a time convenient to all parties. If a time cannot be agreed upon it shall be scheduled during normal business hours. Members of the Union shall not suffer loss of pay or leave time and shall not be subject to call out from these meetings if they are held during their normally scheduled work period. Discussions at such meetings may be about any employment issue, grievable or non-grievable, except that a matter already formally at Step 1 of the grievance procedure may not be discussed and a matter at Steps 2 or 3 may only be discussed with the express approval of the Police Commission Chairman or his/her designee.

ARTICLE XXV - Miscellaneous Provisions

Section 1. Failure of the Union or the Town to insist, in any one or more instances, upon conformance with any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Union or Town to insist on future conformance with such terms or conditions.

Section 2. No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

Section 3. If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction or an Arbitration panel, said invalidity shall not affect the balance of this Agreement.

Section 4. The parties agree to continue in force for the duration of this Agreement, those benefits and working conditions previously granted to and enjoyed by the members of the bargaining unit, pursuant to rulings of the Connecticut State Department of Labor, except that no dispatcher shall be permitted to utilize Town vehicles when off duty.

Section 5. All dispatchers of the bargaining unit shall be governed by the Substance Abuse Policy as negotiated and agreed to by the Town and the Union and contained within the East Windsor Police Department Rules and Regulations. As a part of the Substance Abuse Policy, the Town agrees to enroll its dispatchers into an Employee Assistance Program (EAP) and to pay all cost associated with the program.

ARTICLE XXVI - Duration of Agreement

Section 1. This Agreement shall be effective upon signing and shall remain in force and effect until June 30, 2018, except that payment of all wages, medical insurance premium co-payments, and other monetary benefits shall be retroactive to the date set forth in the particular section of the agreement which applies.

Section 2. This Agreement shall remain in force after the expiration date and throughout negotiations for a successor agreement.

Section 3. At least one hundred twenty (120) days before the expiration of this Agreement or any reopener provided for the parties agree to meet and discuss a new Agreement.

IN WITNESS HEREOF, the parties have caused their names to be signed this 17th day of March, 2016.

Town of East Windsor

By: Robert F. Meynard
First Selectman
Town of East Windsor

East Windsor Dispatchers Union, Local
1303-460

By: Lorelei Rounds
Lorelei Rounds, President
AFSCME, Local 1303 - 460

BettyAnn Sheridan
BettyAnn Sheridan

Laurie J. Webster
Laurie J. Webster – Staff Representative
AFSCME – Council 4

2015-2018

APPENDIX A

		<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
	<u>Dispatcher</u>					
2.50%	7/1/2015	\$ 47,052	\$ 51,757	\$ 54,344	\$ 57,062	\$ 59,914
	Upon Ratification and Approval Hourly Wages Will Increase \$.35 per Hour					
2.50%*	7/1/2016	\$ 48,928	\$ 53,756	\$ 56,408	\$ 59,195	\$ 62,118
2.50%	7/1/2017	\$ 50,152	\$ 55,100	\$ 57,819	\$ 60,674	\$ 63,671

* .35 add to Annual Salary. Per Article X - Wages, Section 3

Appendix B

Insurance

Employees shall contribute toward health and dental insurance premiums each year of this contract as follows:

Effective upon ratification and approval of this contract, the Town will pay 89% of the insurance premium, the Union members shall pay 11% of the premium.

Effective July 1, 2016, the Town will pay 88% of the insurance premium, Union members shall pay 12% of the premium.

Effective July 1, 2017, the Town shall pay 87.5% of the cost of the insurance premiums, the Union members shall pay 12.5% of the premium.

Current High Deductible Insurance plan attached



**July 1, 2015 Plan Year
High Deductible Health Plan (HDHP) Summary**

		Cigna
<u>In-Network Benefits:</u>		
Deductible (Individual/Family)		\$2,000/\$4,000
Out-of-Pocket Maximum (Individual/Family)		\$2,000/\$4,000
Preventive Care Office Visits/Services		No Charge
PCP Office Visits		No Charge After Deductible
Specialist Office Visits		No Charge After Deductible
Mental Health/Substance Abuse Office Visits		No Charge After Deductible
Inpatient Hospital Admission		No Charge After Deductible
Outpatient Surgery		No Charge After Deductible
Emergency Room		No Charge After Deductible
Urgent Care Services		No Charge After Deductible
Laboratory		No Charge After Deductible
Diagnostic Radiology		No Charge After Deductible
Advanced Radiology Imaging (MRI, MRA, CAT, PET)		No Charge After Deductible
Rehabilitation Services & Chiropractic Care (Combined 50 days max per calendar year)		No Charge After Deductible
Skilled Nursing Facility Care, Rehabilitation Hospital (120 days max per calendar year)		No Charge After Deductible
Home Health Care Services (200 days max per calendar year)		No Charge After Deductible
Hospice		No Charge After Deductible
Durable Medical Equipment (wheelchairs, walkers, hospital beds, crutches, etc.)		No Charge After Deductible
Ambulance (when medically necessary)		No Charge After Deductible
Lifetime Maximum		Unlimited
<u>Prescription Drugs (34 Day Supply)</u>		
Tier 1 (Generics)		No Charge After Deductible
Tier 2 (Preferred Brand)		No Charge After Deductible
Tier 3 (Non-Preferred Brand)		No Charge After Deductible
<u>Prescription Drugs (90 Day Supply - Retail or Mail)</u>		
Tier 1 (Generics)		No Charge After Deductible
Tier 2 (Preferred Brand)		No Charge After Deductible
Tier 3 (Non-Preferred Brand)		No Charge After Deductible
Lifetime Maximum		Unlimited
<u>Out-Of-Network:</u>		
Deductible (Individual/Family)		\$2,000/\$4,000
Member Coinsurance		20% After Deductible
Coinsurance Maximum (Individual/Family)		\$2,000/\$4,000
Out-of-Pocket Maximum (Individual/Family)		\$4,000/\$8,000
Lifetime Maximum		Unlimited

~This exhibits are for illustrative purposes only. Please consult Cigna Certificate of Coverage for detailed coverage terms and conditions.



East Windsor Town – Group # 4231
Delta Dental PPOSM plus Premier

Clerical & Dispatcher #0034, WPCA #0016, Supervisors, Public Works & Unaffiliated #0008

	Full ABCD
Calendar Year Deductible (Per Person)	None
	<u>Plan Pays:</u>
Preventive and Diagnostic	100%
Endodontics	100%
Simple Restorations	100%
Simple Extractions	100%
Repair of Dentures	100%
Major Oral Surgery	50%
Crowns and Gold Restorations	50%
Periodontics (\$500 Maximum Per Person Per Year)	50%
Prosthodontics	50%
Orthodontic Benefits (\$600 Lifetime Maximum Per Person)	60%

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university)

Delta Dental has two networks available under this plan. The Delta Dental Premier[®] network is the largest of the Delta Dental networks with over 315,000 participating dentist offices nationally (80%+). Delta Dental PPOSM is a smaller, but more discounted network with over 234,000 participating dentist offices nationwide. Delta Dental PPOSM fees are on average 20% less than Delta Dental Premier[®].

You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at **deltadentalnj.com** to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

SUMMARY OF BENEFITS Cigna Health and Life Insurance Co.



Cigna Vision
East Windsor Town
C4 - Standard Passive PPO Comprehensive Plan

Welcome to Cigna Vision Schedule of Vision Coverage		
Coverage	Benefit	Frequency Period**
Exam Allowance (once per frequency period)	Up to \$80	12 months
Eyeglass Lenses Allowances: (one pair per frequency period)		
Single Vision	Up to \$32	12 months
Bifocal	Up to \$55	12 months
Trifocal	Up to \$65	12 months
Progressive	Up to \$55	12 months
Lenticular	Up to \$80	12 months
Contact Lenses Allowances: (one pair or single purchase per frequency period)		
Elective	Up to \$87	12 months
Therapeutic	Up to \$120	12 months
Frame Retail Allowance (one per frequency period)	Up to \$55	12 months
** Your Frequency Period begins on January 1 (Calendar year basis)		
Definitions: Copay: the amount you pay towards your exam. Coinsurance: the percentage of charges Cigna will pay. Customer is financially responsible for the balance. Allowance: the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance. Materials: eyeglass lenses, frames, and/or contact lenses.		
<ul style="list-style-type: none"> If you use other discounts and/or promotions instead of this vision coverage, or go to an out-of-network eye care professional, you may file an out-of-network claim to be reimbursed for allowable expenses. 		
In-Network Coverage Includes: <ul style="list-style-type: none"> One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses; Stated allowance applied towards the in-network offered savings of 20% for purchased frame, lenses, lens options, and up to 15% savings on the contact lens professional services (including fitting and evaluation), offered savings does not apply to contact lens materials. 		
Coverage for Therapeutic contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Benefits.		



Vision Network Savings Program:

- When you see a Cigna Vision Network Eye Care Professional*, you can save 20% (or more) on additional frames and/or lenses, including lens options, with a valid prescription. This savings does not apply to contact lens materials. See your Cigna Vision Network Eye Care Professional for details.

* Provider participation is 100% voluntary; please check with your Eye Care Professional for any offered discounts.

What's Not Covered:

- Orthoptic or vision training and any associated supplemental testing
- Medical or surgical treatment of the eyes
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment
- Any injury or illness when paid or payable by Workers' Compensation or similar law, or which is work-related
- Charges in excess of the usual and customary charge for the Service or Materials
- Charges incurred after the policy ends or the insured's coverage under the policy ends, except as stated in the policy
- Experimental or non-conventional treatment or device
- Magnification or low vision aids not shown as covered in the Schedule of Vision Coverage
- Any non-prescription eyeglasses, lenses, or contact lenses
- Spectacle lens treatments, "add-ons", or lens coatings not shown as covered in the Schedule of Vision Coverage
- Prescription sunglasses
- Two pair of glasses, in lieu of bifocals or trifocals
- Safety glasses or lenses required for employment not shown as covered in the Schedule of Vision Coverage
- VDT (video display terminal)/computer eyeglass benefit
- Claims submitted and received in excess of twelve (12) months from the original Date of Service
-



How to use your Cigna Vision Benefits

(Please be aware that the Cigna Vision network is different from the networks supporting our health/medical plans).

1. Finding a doctor

There are three ways to find a quality eye doctor in your area:

1. Log in to myCigna.com, go to your Cigna Vision coverage page and select "View Details." Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision Directory.
2. Don't have access to myCigna.com? Go to Cigna.com and click on the orange Find a Doctor tab at the top. Then select "Vision Directory", for routine eye exams and eyewear services, from the Other Directories listed below.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

2. Schedule an appointment

Identify yourself as a Cigna Vision customer when scheduling an appointment. Present your Cigna or Cigna Vision ID card at the time of your appointment, which will quickly assist the doctor's office with accessing your plan details and verifying your eligibility.

3. Out-of-network plan reimbursement

How to use your Cigna Vision Benefits

Send a completed Cigna Vision claim form and Itemized receipt to: Cigna Vision, Claims Department: PO Box 997561, Sacramento, CA 95899-7561.

To get a Cigna Vision claim form:

- Go to Cigna.com and go to Forms, Vision Forms
- Go to myCigna.com and go to your vision coverage page

Cigna Vision will pay for covered expenses within ten business days of receiving the completed claim form and Itemized receipt.

Benefits are underwritten or administered by Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company. Any benefit information displayed is intended as a summary of benefits only. It does not describe all the terms, provisions and limitations of your plan. Participating providers are independent contractors solely responsible for your routine vision examinations and products.

"Cigna" is a registered service mark, and the "Tree of Life" logo, "Cigna Vision" and "CG Vision" are service marks, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries, including Connecticut General Life Insurance Company and Cigna Health and Life Insurance Company, and not by Cigna Corporation. In Arizona and Louisiana, the Cigna Vision product is referred to as CG Vision. Vision Network Savings Program powered by Cigna Vision is a discount program, not an insured benefit.

Memorandum of Understanding

During 2016, Yasmeen Ross shall receive sixteen (16) hours of Award Time effective upon ratification and approval of this Contract.

Union

By:

Amber Bonds

Date:

3/17/16

Town

By:

Robert Maynard

Date:

3/17/16

Memorandum of Understanding

Article XIII Section 1, of the Collective Bargaining Agreement between the Town of East Windsor and East Windsor Police Dispatchers, Local 1303 – 460, AFSCME COUNCIL 4, AFL-CIO, effective July 1, 2015 - June 30, 2018, is modified, effective upon ratification and approval, as it applies solely to Tracey Lewis as follows.

The Town shall contribute to each enrolled employee's Health Savings Account 75% of their respective plans deductible on or about the payroll following July 1st of each year of this contract. All retirees are explicitly excluded from this contribution, except those employees who retire from Town service on or before June 30, 2018, and Tracey Lewis, so long as she retires on or before June 30, 2020, which retirees shall be entitled to receive the contribution until they are Medicare-eligible.

Union

By: 

Date: 3/17/16

Town

By: 

Date: 3/17/16