

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF EAST WINDSOR**  
**AND**  
**THE AMERICAN FEDERATION OF STATE,**  
**COUNTY, MUNICIPAL EMPLOYEES, LOCAL 3583**  
**-Police Union-**

**Effective July 1, 2015-June 30, 2018**

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**BETWEEN**  
**TOWN OF EAST WINDSOR**  
**AND**

**AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES, LOCAL 3583**

This Agreement (hereinafter "Agreement") is made by and between the Town of East Windsor, hereinafter referred to as the Town, and the American Federation of State, County and Municipal Employees, Council 15, hereinafter referred to as the Union.

**ARTICLE I – Recognition and Unit Description**

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full time permanent, investigatory members of the Town's Police Department (the "Department") with authority to exercise police powers, including all full and part time animal control officers, excluding the Chief of Police ("Chief") and the second in command.

**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, or his/her designee, the Union shall have the right to have three (3) 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 employee, 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 eight (8) leave days per 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 Union official requesting leave shall give the Chief, or his/her designee, a 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. Only four (4) of the eight (8) days of leave can result in overtime occurring.

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 East Windsor Police Commission (“Police Commission”) and/or the Chief may discipline employees 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 employees, only the Police Commission has authority to discharge an employee or to suspend an employee without pay for longer than ten (10) consecutive workdays. Only the Commission has the right to hire, promote and demote employees pursuant to Connecticut General Statute § 7-267 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 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 employees; take disciplinary action; relieve its employees 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 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 employees 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 for in Section 1 of this Article IV.

Section 3. Any employee 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 employee because of his/her membership or non-membership in the Union. Each employee 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 employee 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 employee. 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 employee hired by the Department shall serve a one (1) year probationary period commencing from the date of being sworn for all police officers and the date of hire for all other employees provided that the probationary period of a full time police officer will not extend beyond eighteen (18) months from the officer's date of hire unless otherwise mutually agreed by the Department and the Union.

Section 2. All new employees shall, during said probationary period, be subject to all provisions of this Agreement, except that neither the Union nor the probationary employee shall have access to arbitration when the issue concerns a suspension or other disciplinary action until such employee has completed a satisfactory evaluation. Probationary employees 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 employee the right to a hearing by the Police Commission as such rights are set forth in section 7-468(e) of the Municipal Employees Relations Act.

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

#### **ARTICLE VII – Seniority – Longevity**

Section 1. Departmental seniority shall commence from the most recent date of employment as a bargaining unit member. 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 employee's total continuous service as a bargaining unit member in one of the following three groups:

- Group 1: Police Officer, of any rank.
- Group 2: Animal Control Officer

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. An employee'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 groups enumerated in Section 1. Any recall to work shall be by seniority within the groups enumerated in Section 1. Part-time employees 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 employee shall revert to the level of group seniority he previously held.

Section 7. Bargaining unit employees who work full time shall receive a longevity increment based on the following scale per year, to be added to the employee's annual wage as stated in Article IX, Section 1:

Commencing after six (6) continuous years.....	\$375
Commencing after ten (10) continuous years.....	\$500
Commencing after fifteen (15) continuous years.....	\$600
Commencing after twenty (20) continuous years.....	\$700

In accordance with the Fair Labor Standards Act Regulations (29 CFR Part 778, Section 778.208, et seq.) these longevity increments shall be considered a part of the employee's "regular rate of pay", and shall be added to the wage rates specified in Article IX of this Agreement as of the employee's anniversary date of hire.

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 and rank seniority of all employees.

## **ARTICLE VIII – Hours of Work**

Section 1. The work week for all full-time Police Department employees except the Animal Control Officer(s) and Detective(s), 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. Only actual hours worked shall be utilized to determine the employee's weekly wage. The work week for the Animal Control Officer shall be as agreed to with the Chief or his/her designee. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks.

The shift schedule for patrol officers, corporals, sergeants, lieutenants and dispatchers (in accordance with their collective bargaining agreement) shall be posted four (4) times annually, at least thirty (30) days prior to the new shift schedule. The starting and ending time of each shift shall be as follows:

Day Shift ("B" Shift) = 7 am – 3 pm  
Evening Shift ("C" Shift) = 3 pm – 11 pm  
Night Shift ("A" Shift) = 11 pm – 7 am.

No posted shift shall include different starting times within an individual bid except.

Section 2. Employees shall bid their shifts four (4) times annually according to seniority within job classification. If an employee has not bid his or her shift within five (5) 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. The provisions of this paragraph are subject to the provisions of Section 7, below.

Section 3. The Town and Union agree that the Department will maintain unionized supervisory coverage 24/7.

Section 4. Employees shall receive a thirty (30) minute paid lunch break.

Section 5. An employee may at his/her own option substitute during scheduled work hours for another employee of the same job classification provided that it does not result in any additional cost to the Town or in any employee 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 employee and not by the originally scheduled employee. 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 employee shall be responsible for the shift, or may be subject to loss of appropriate leave time. The originally scheduled employee shall not be subject to disciplinary action, so long as he/she complies with this section's procedures.

Section 6. The Chief or his/her designee may change the schedules of employees to allow for attendance at training programs, provided a one-week notice is given, or the employee voluntarily commits to the change within the one (1) week and the shift is sufficiently staffed.

Section 7. Employees who are required to work a standard five days on and two days off work schedule shall be scheduled for sixteen (16) hours of unpaid leave time per quarter which shall be scheduled at a maximum of eight (8) hours per pay period. It is understood that the Town is not required to substitute for an employee who uses such time.

## **ARTICLE IX – Overtime**

Section 1. All assigned, authorized and/or approved service outside or out of turn of an employee's Regularly scheduled tour of duty or shift, including service on an employee'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 (1½) 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 an employee is required to return to duty, to perform overtime duties and when the overtime hours so worked are not contiguous with the employee's duty hours, the employee 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 VII, 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 overtime shall be distributed to all full time employees on a fair basis. Employees in the bargaining unit shall be afforded the opportunity to accept overtime service as follows:

**DISPATCH VACANCY**

FT DISPATCHER

F/T OFFICER/SERGEANT/LT.

PT DISPATCHER

**PATROL VACANCY**

F/T OFFICER/SERGEANT/LT.

The payroll records of the Police Department will be available to the Union at reasonable times.

Vacancies shall be filled by first offering them to full-time employees.

Section 5.

- a) Effective January 1, 2013, 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. An employee may accumulate only up to a maximum of one hundred and sixty-eight (168) hours of compensatory leave in any calendar year. The 168 hour compensatory time allotment is 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, Section 10 & 11.
- c) In a case of unanticipated circumstances, leave may be granted with twelve (12) hours' notice as long as no overtime would result.

Section 6. Any employee 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 an employee's testimony is required by law, shall be paid at the rate of one and one-half (1 ½) 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 employee shall be turned over to the Town. The provisions of this paragraph shall not apply in a proceeding in which the employee who is testifying is a claimant or litigant against the Town or involving a matter that does not involve 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:

2.75% effective July 1, 2015

2.80% effective July 1, 2016

2.85% effective July 1, 2017

Section 2. Part-time animal control officers shall be paid an hourly rate equal to the starting salary of a full-time animal control officer.

Section 3. Field Training Award Day: POST approved Field Training Officers who perform training duties for new recruits will be granted one (1) Award Day, scheduled and used in accordance with Article XII of this Agreement, for every full work week of field training performed. The Award Day must be preapproved in writing and may not cause overtime as defined in Article XXIII, Section 1.

## **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	Two Floating Days

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. Banked days shall be used within three full calendar months of being earned. All holidays after March 1 in the fiscal year shall be paid with no option for banking. 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 an employee's scheduled day off, the employee shall receive an additional day's pay at straight time. If an employee uses personal leave or sick leave on a holiday, the employee 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 it is earned,

Section 5. Upon written request, the Town shall notify the employee in writing with a list of all time due and earned, for all sick time, personal leave time, vacation time, earned holiday leave 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 Chief or his/her designee.

Section 8. The Chief or his/her designee, shall be given written request at least five (5) days in advance. Such approval cannot be unreasonably denied, unless overtime would occur above and beyond the staffing number mentioned in Article XI, Section 10 & 11.

Section 9. In a case of unanticipated circumstances, leave may be granted with forty-eight (48) hours' notice as long as no overtime would result.

Section 10. 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 11. On non-holidays, the Town shall grant requests for earned holiday, compensatory, Award or vacation leave to no more than (2) sworn officers and 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. The granting of personal leave shall not be limited by this non-holiday provision.

## **ARTICLE XII – Vacation**

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

During 1 <sup>st</sup> year	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 Department. At the same time employees 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, employees 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 employee 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 employee and the Chief or his/her designee.

Section 4. The Chief, or his/her designee, shall be given written request for vacation at least five (5) 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 overtime would result. Such approval cannot be unreasonably denied unless overtime would occur above and beyond the staffing number mentioned in Article XI, Section 9 & 10. Vacation may be taken one (1) day at a time.

Section 5. Unused vacation time not taken in one year may be carried over 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 Benefits**

Section 1. The Town shall provide to employees and eligible dependents the attached health insurance and dental plans or equivalent plans as stated in the attached Appendix C. The Town shall only offer the Union members and police department retirees the CIGNA high deductible health insurance plan or its equivalent; the Preferred Provider option shall not be offered as an option during the life of this Contract.

The CIGNA 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.

On or about the payroll following July 1st, 2015 the Town shall contribute an additional \$500 to each enrolled employee's Health Savings Account for the family, and individual plus one plans and \$250 for the individual plans. This contribution shall not be made to the Health Savings Accounts of any employee who

joins the Police Department after April 16, 2015 or any retired police department members, which persons are explicitly excluded from this contribution.

Section 2. Employees shall contribute toward health and dental insurance premiums as follows:

Effective July 1, 2015, 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 3. 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 2 above.

Section 4.

- a) Any eligible employee 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 employee only the least expensive plan offered by the Town. Employees who elect to make such waiver shall notify the Town in writing by 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 employees eligible in accordance with the above in the following manner:

One-half the amount due in the first pay period in December  
One-half the amount due in the first pay period in June.

- b) Any eligible employee who has notified the Town in accordance with Section 2a above and whose insurance coverage and participation has been canceled, or any eligible employee 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 employee shall be reinstated.
- c) Any eligible employee 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 employee.

Section 5. The Town will provide to full time officers the same plan now in effect or the equivalent, life and disability insurance policy, with coverage of Seventy-Five Thousand Dollars (\$75,000.00) per officer, without premium cost to the employee. The Town will provide to the part-time Animal Control Officer(s) a life and disability insurance policy with coverage of Twenty Thousand dollars (\$20,000) without premium cost to the employee.

Section 6. Medical care insurance benefits for retirees:

- a) Eligibility: Each participant of the Town of East Windsor Defined Benefit and Defined Contribution Plan (as defined therein) who retires from employment with the employer as a member of the police department bargaining unit and who has at least 20 years of service

shall be eligible to receive medical care insurance coverage for himself/herself 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 retired participants who are eligible to receive health insurance benefits from or through 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 police bargaining unit employees 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**

Section 1. The pension plan for the Police Department employees entered into by and between the Town and the Union under date of June 30, 2001, and amended as of January 31, 2007, shall remain in effect through January 1, 2017, subject to renegotiations which may commence no earlier than July 1, 2016.

#### **ARTICLE XV – Sick Leave**

Section 1. Sick leave shall be considered to be absence from duty with pay, by full time employees, 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 employee on duty would endanger the health of others; or

- c. When the serious illness of an employee's spouse, or employee's child, requires his/her personal attendance, if supported by a medical certificate when requested by the Chief, provided that no more than three (3) days each fiscal year may be used for this purpose.
- d. An employee who is out of work due to a non-compensable or non-work-related, personal injury or illness over one (1) year, or an employee who is out of work due to a compensable injury or illness over fifteen (15) months, shall be terminated in good standing, and shall be entitled to all benefits available to the employee, including but not limited to, disability retirement benefits. During the time the employee is out of work up to the time of termination, the employee 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 employee shall be eligible for any longevity bonus provided for in the then current labor agreement.

Section 2. Each employee shall be entitled to accumulate sick leave at the rate of 1.5 days per month.

Any unused sick leave over two hundred fifty two (252) days maximum accumulation will be lost.

Section 3.

- a) Whenever an injury or illness occurs to an officer for which compensation is payable Under the state Workers' Compensation Act, the amount of salary paid to the officer by the Town when combined with the compensation he/she receives shall 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 sick leave or workers' compensation.
- b) An employee who is out on workers' compensation shall be entitled to continued health insurance coverage in accordance with state law.
- c) The Chief, or his designee, has the right to demand at reasonable intervals physical examinations of any employee out on workers' compensation, by a physician selected by the Town familiar with the type of injury or illness in question. Upon request by the Chief or his/her designee, or its agent, the injured or ill employee shall also be required to have his/her own doctor furnish a written statement as to his/her ability to return to work in a timely fashion. If the employee 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.

Section 4. A doctor's certificate clearing the employee for duty shall be required for illness or injury of three (3) days or more, regardless of the cause of the injury or illness, or, in cases where an employee 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. Employees may transfer a portion of their accumulated sick leave to another employee 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 an employee, all accumulated leave time due such employee 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 an employee to perform his/her job, it reserves the right to order an employee to undergo a physical, psychological, or psychiatric examination by a department-selected professional at Town expense. The employee also retains the right to an examination by his/her chosen professional, at the employee'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 employee, the Chief, the Town's Attorney and 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 an employee and the Town as to whether that employee is fit for duty, the Department-selected professional and the employee-selected professional will choose a mutually agreeable professional to make a final and binding determination as to the fitness for duty of the employee. In the event that the Town's and employee'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 \$75 bonus per quarter to be paid at the end of the fiscal year. This bonus shall not be added to the employee's hourly rate of pay.

## **ARTICLE XVI-Leave Time**

### Section 1. Personal Leave.

- a) Each employee shall be granted four (4) personal leave days annually, provided, however, that new employees 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, an employee 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, including the day of funeral, shall be granted an employee in the event of the death of his/her:

Spouse	Brother
Father	Grandparents
Mother	Grandchild
Children	Sister
Father-in-law	Mother-in-law
Aunt	Uncle

or person domiciled in the employee's household.

- b) Similar leave time of two (2) consecutive working days including the day of the funeral shall be granted an employee in the event of the death of his/her.

Sister-in-law	Brother-in-law
Son-in-law	Daughter-in-law

- c) The Chief or his/her 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 designee to charge the funeral leave to other available leave time.

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 employee to the extent compensation is received as a juror.

Section 4. Military Leave. Paid military leave shall be granted, not to exceed thirty (30) days, to regular employees when required to serve on active duty with the Military Reserve or the National Guard. During this period, if the employee's military pay is less than their regular pay, the employee 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 employee 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 employee 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, personal leave, or college incentive payment during the period of such absence. The employee will retain all other seniority rights, previously accrued but shall not accrue additional seniority during the leave of absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time or applied to the Leave of Absence. Authorized leaves of absences for one (1) month or less should not be considered to be a basis of reducing an employee's benefits.

Section 6. Family Leave. The conditions and benefits of the Family Medical Leave Act in effect July 1, 1995, to the extent it applies to this bargaining unit, shall be incorporated and made part of this contract. There shall be no reduction of benefits or conditions regardless of any congressional changes unless negotiated between the parties pursuant to M.E.R.A. (Appendix "A" – U.S. Labor Department Final Rules As of July 1, 1995).

## **ARTICLE XVII – Educational Incentive**

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

Section 2. Said wage increase shall be considered a part of the employee's regular rate of pay, and shall be added to the wage rates specified in Article IX Section 1 of this agreement.

Section 3. Any employee 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 \$10,000 for the cost of books, documented accredited college or university fees and tuition. The pool shall be divided evenly

among eligible employees 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  $x/y * 10,000 = \text{employee payment}$ . X shall be the credits earned by the individual employee applicant. Y shall be the total number of credits earned by all eligible employee applicants during the applicable semester. 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 semester.

## **ARTICLE XVIII – Uniforms and Equipment**

### **Section 1.**

- a) Each officer will have a clothing allowance of nine hundred fifty dollars (\$950.00) per Fiscal Year for the purchase of uniforms, equipment and clothing appropriate to the officer's assignment. The Uniform of the day will be the Class C uniform (Police BDU Industry Standard Navy Blue). The Chief or his/her designee may designate the Class B uniform as the uniform of the day for special events, i.e. holidays, parades, and funerals. Uniforms and equipment authorized for purchase are listed in Appendix A of this agreement. Any other equipment is subject to approval by the Chief or his/her designee. All purchases must be made through the Town's vendor of choice. All employees must receive acknowledgment that sufficient funds remain in their individual accounts prior to any purchase.
- b) The Town shall provide each sworn new hire with a NIJ Compliant Ballistic Resistant vest one threat level above the threat level for the caliber side arm issued (currently Threat Level IIA). Any upgrades will be at the employee's expense. All ballistic resistant vests will be replaced within a reasonable time of the manufacturer's recommended replacement date, so long as the employee notifies in writing the supervisor in charge of uniforms and equipment six months before the recommended replacement date. Fifty percent (50%) of the cost of the replacement ballistic resistant vest will come from the officer's clothing allowance or if the clothing allowance is depleted, then the employee shall be responsible for his/her share of the cost of the replacement from personal funds; the Town will pay the additional Fifty percent (50%) of the replacement cost. Any upgrades will be at the employee's expense. All uniformed sworn officers will be required to wear their issued ballistic resistant vest while on duty except on road jobs. Vests must be returned to the Town at the end of employment.
- c) The Town shall pay for the cleaning of all issued clothing, for all uniformed personal provided such service performed by a Town approved cleaner. Cleaning of uniforms is limited to three (3) pairs of trousers or skirts per week, three (3) shirts per week, one sweater limited to four (4) times per year, and one jacket every six months or as necessary due to unusual circumstances.

Section 2. In the event an employee's uniform or equipment is damaged by a known individual the Town agrees to pursue through the court system the replacement cost of the items. Any reimbursement monies will be credited to the employee's clothing allotment account.

Section 3. All officers assigned to plain clothes shall be eligible for reimbursement for approved expenses (when authorized by the Chief or his/her designee) made in the conduct of their assignments.

Section 4. All officers from rank of Corporal and above shall wear collar brass rank insignia as appropriate to their rank while in uniforms. The insignia shall be supplied by the Department, and excluded from the clothing allowance.

Section 5. All officers shall be neat, clean, and well groomed at all times, in accordance with the provisions of department operational directive No. 26.3 effective 8/17/03. The Town will be responsible for replacing or repairing damaged personal property if it is determined the loss or damage was not through the

negligence of the employee. The Town shall be responsible for a maximum loss of one hundred twenty five dollars (\$125.00) as long as the loss occurred while in the performance of his/her duties.

## **ARTICLE XIX – Extra Duty or Private Duty**

### Section 1. Definitions:

- a) For the purpose of this Article, the term “Private Duty” shall mean police duty for which the Town is reimbursed.
- b) For the purpose of this Article, the term “employee” shall mean sworn police officers.

Section 2. All private duty assignments shall be made by the Chief or his/her designee. Such private duty requests shall not be unreasonably denied by the Chief or his/her designee.

Section 3. Private duty work shall be distributed to all employees of the bargaining unit on a fair and equal basis.

Section 4. First preference for private duty work shall be given to the full-time employees of the department.

Section 5. A private duty assignment shall be paid a minimum of four (4) hours at time and one-half (1 ½) the officer’s regular hourly rate. An officer working on Town jobs or Board of Education jobs shall be paid a minimum of four (4) hours at time and one-half (1 ½) his/her regular hourly rate.

Section 6. An officer shall be paid at the rate of double time and one-half (2 ½) his/her regular hourly rate for private duty performed on Christmas Eve, 4:00 p.m. – midnight, Christmas Day, New Year’s Eve, 4:00 p.m.- midnight and New Year’s Day. All other holidays shall be paid at double time (2) the officer’s regular hourly rate.

Section 7. Any private duty assignment, received less than twenty-four (24) hours prior to the start of that assignment, shall be considered emergency duty and shall be paid at the rate of double time (2) the officer’s regular hourly rate

Section 8. Whenever three (3) or more officers are working private duty assignment at the same place or location, the senior officer shall be assigned to act as the supervisor. Such senior officer’s rate will be an additional fifty cents (\$.50) per hour and an additional seventy-five cents (\$.75) per hour on holidays.

Section 9. If any employee is ordered in to work a private duty assignment, the rate of pay will be double (2) his/her regular hourly rate. This cost will be charged to the private duty or extra duty contractor, not the Town of East Windsor.

Section 10. If a private duty assignment is cancelled less than two (2) hours prior to the start of the assignment, the officer shall receive a minimum of four (4) hours pay at the prescribed rate. If an officer reports for an assignment, which has not been cancelled, the officer shall receive payment for all hours scheduled, whether or not the officer is required to work those hours. Any officer who works past four (4) hours and fifteen minutes shall receive eight (8) hours pay. Any officer who works past eight (8) hours and fifteen minutes shall receive twelve (12) hours pay. Any officer who works past twelve (12) hours and fifteen minutes shall receive sixteen (16) hours pay. After the first such four (4) hour period, an officer who is required to leave the job due to either having to report for regular duty or for any other reason other than the completion of the job and release by the vendor, shall be paid for the actual hours worked. No officer shall be allowed to work more than sixteen (16) consecutive hours (regular and/or private duty) in any workday.

## **ARTICLE XX – Promotions**

Section 1. In order to be eligible for promotion to Corporal an employee must have served in the East Windsor Police Department two (2) continuous full time years with no break at the time of the official promotional announcement and must have had full-time police powers. In order to be eligible for Promotion to Sergeant an employee must have served in the East Windsor Police Department two (2) continuous full time years with no break at the rank of Corporal at the time of the official promotional announcement or served in the East Windsor Police Department four (4) continuous full time years with no break at the time of the official promotional announcement and must have had full-time police powers. In order to be eligible for promotion to Lieutenant an employee must have served in the East Windsor Police Department two (2) continuous full time years with no break at the rank of Sergeant at the time of the official promotional announcement.

Section 2. Promotions to any rank shall require that the employee successfully complete a one (1) year probation in that position in order to retain same.

Section 3. Promotion, for the purpose of this Article, shall mean a permanent appointment to a bargaining unit position other than police officer or dispatcher. Promotions for each job category shall be conducted as follows:

Promotions shall be based upon performance on either a written and oral examination or an examination performed by a modified assessment center chosen by the Chief. Upon completion of the promotional process, a list of all candidates who receive a score of 70 or better shall be maintained by the department until the promotional process is administered again, no earlier than 180 days after the previous administration of the process. Promotions shall be made, one at a time, from among the top three (3) candidates remaining on such list. This Section shall not be construed to require the Town to make an individual promotion from such a list if there are not, at such time, at least two (2) eligible candidates to choose from.

In the event the Town violates the procedural requirements of this section, it shall be subject to the grievance procedures of this agreement.

Section 4. The Town may make a temporary promotion or acting position. The employee so promoted or assigned shall continue in such position only until a permanent appointment is made in accordance with this Article. In no case shall an employee work for more than six (6) months in such a temporary position or assignment unless the Union agrees to such an agreement. Assignment to such position shall be by seniority.

Section 5. The Town agrees to maintain one (1) Detective position as a permanent promoted position within the agency. In the event the position becomes vacant the Town agrees to promote within a reasonable amount of time from a pool of eligible employees using the promotional process outlined in Article XX.

## **ARTICLE XXI – Special Assignments**

### Section 1.

- a. Special assignments (i.e. Investigator, Traffic Officer, Juvenile Officer, Undercover Narcotic Officer, K-9 Handler or any other specialized function) shall be considered a specialized position. Special assignments shall be those assignments for at least one (1) year but no more than three (3) years in duration.
- b. The duration of the assignment for the K-9 handler may be extended, at the discretion of the Chief, beyond the maximum time frame as defined. The reasoning behind this exception is the

unique relationship between the K-9 Handler and the trained animals that make up the K-9 Team.

- c. Extensions beyond the three (3) year maximum in any assignment shall be permitted when circumstances, temporary in nature, dictate that an officer's removal will cause an interruption of the service being performed
- d. The Chief may assign one or more Department officers to the position of Detective. The Detective must be qualified and pass all relevant internal departmental testing for the position. The Detective assignment and length of the term shall be subject to the needs of the Department and at the Chief's discretion. The assigned Detective's rate of pay shall be in accordance with the wage Appendix A including any applicable steps. The Detective shall only receive Detective pay during the term of the Assignment. The Detective shall report to the Chief of Police or his/her designee. The Detective's work schedule shall be five (5) days on followed by two (2) days off.
- e. The Detective's hours of work shall be determined by the Chief or his/her designee. The shift schedule for detectives as determined by the Chief or his/her designee shall be posted four (4) times annually, at least thirty (30) days prior to the new shift schedule.
- f. The Detective's bid schedule shall not exceed 504 hours per quarter.
- g. In order to be eligible for a special assignment, an employee must have two years of service as a police officer, and must be non-probationary. An interview process shall be utilized by the Chief before appointing an employee to a special assignment.

Section 2. Seniority within special assignment shall commence at date of appointment. If more than one (1) appointment is made on the same day, seniority shall be determined by departmental seniority. Employees shall not suffer any loss of seniority within group or rank.

## **ARTICLE XXII – Safety**

Section 1. The Town shall comply with all provisions of law and health for the safety of the employees.

## **ARTICLE XXIII – 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 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 an employee who dies, his or her estate, shall be paid for all compensatory days, Award Days, earned holidays and vacation days due the employee at straight time at his/her "current wage rate" (including longevity and educational wage increases) 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 3.

- a) Any employee assigned by the Chief to attend any training away from the East Windsor Police Department or to attend any work-related 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 employee 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.
- c) 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.
- c) Employees shall receive meal reimbursement, with applicable receipts, when training outside the Town of East Windsor at the following reimbursement rates:
  1. Lunch – Employees shall be reimbursed up to \$7.50 per day.
  2. Dinner - Employees shall be reimbursed up to \$15.00 per day.

Section 4. In accordance with the Freedom of Information Act every employee shall have the right to review any and all personnel files, relative to his/her employment, upon reasonable request to the Chief at reasonable hours. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee 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 employee inspection, excluding internal affairs, and active investigation and inactive disciplinary files.

Section 5. An electronic copy of the Contract and an electronic copy of the Rules and Regulations will be supplied to all present Union employees and new employees 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 6. 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 7. The Town shall permit the Union to have the use of a bulletin board located in the Police Department for the posting of notices concerning Union business and activity.

Section 8. The Town shall hold harmless, indemnify, and defend each employee of the Department 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 employee 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 7-101a 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 9. In the event that an employee of the Department 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 and as amended), 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 employee'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.

Section 10. As set forth in Article VIII, Section 4, above, the Town will continue to staff three (3) corporal positions over the life of the agreement. The positions shall be promotional opportunities subject to the provisions of Article XX.

Twenty-Four/Seven (24/7) police department unionized supervision relative to this agreement is defined as sworn East Windsor police department personnel of the rank of corporal, sergeant, or lieutenant operating in a supervisory capacity only and staffed on each shift, in excess of the accepted minimum staffing level. In the event that a corporal is working on the same shift as a higher ranking supervisor, the corporal shall count toward the accepted minimum staffing level. In the event that a sergeant is working on the same shift as a higher ranking supervisor, the sergeant shall count toward the accepted minimum staffing level

#### **ARTICLE XXIV – No Strike**

Section 1. 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 XXV – Disciplinary Action**

Section 1. No employee shall be reprimanded, removed, dismissed, discharged, suspended, reduced in rank, or disciplined in any other manner except for just cause. Progressive discipline shall be applied when appropriate and may include the following:

- a) Verbal Warning
- b) Written Warning
- c) Suspension without pay
- d) Discharge

Section 2. Internal Investigation Procedures. Whenever an employee is under investigation for any non-criminal complaint, which may lead to disciplinary action, such investigation shall be conducted in the following manner:

- a) The employee shall be informed in writing of the officer in charge of the investigation.

- b) During any hearing, interrogation or questioning which an employee reasonably believes may lead to suspension, demotion, dismissal or any other disciplinary action, the employee 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.
- d) No internal investigations shall be conducted by the union president or union grievance chairman, except in unusual circumstances requiring the official's police expertise.

### Section 3. Handling of Complaints

- a) Any formal non-criminal complaint by a citizen against an employee 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 employee 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 employee prior to any disciplinary hearing.
- b) The provisions of subsection (a) shall not preclude the Chief 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 employee involved. The employee 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 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 unless the Union agrees. As soon as the investigation has been concluded, the Chief shall notify the employee of the outcome in writing.
- c) In the absence of any corroboratory evidence after a departmental investigation, an informal complaint on its own standing shall not be kept in the employee'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 suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

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-year time period.

## **ARTICLE XXVI – Grievance Procedure**

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

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

1. Discharge, suspension or other disciplinary action;
2. Uniform application of Rules and Regulations of the police department;
3. Matter relating to the interpretation and application of the Articles and Sections of this Agreement.

Section 3. Procedures. Any employee may use this grievance procedure with or without Union assistance. However, no employee may proceed to Step 3 on his/her own; only the Union may submit a grievance to arbitration. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step 1. Any employee 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 or his/her designee, who shall use his/her best efforts to settle the dispute. The Chief's or his/her designee's decision shall be submitted in writing to the aggrieved employee 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/her designee, said grievant or the Union shall submit the grievance, in writing, within thirty (30) calendar days to 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 Police Commission and elect 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. A failure to notify the First Selectman or the Chief, shall not affect the arbitrability of the grievance, nor shall it affect the SBMA's jurisdiction to hear and decide the matter.
- 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 Connecticut State Board of Mediation and Arbitration (C.S.B.M.A.) 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 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 Contract.

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 employees. 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. Upon request of the Union and notice to the Town, the expedited arbitration procedures of the SBMA shall be used in lieu of the SBMA regular arbitration procedure. If the Town or the Union wishes to file a brief, the neutral arbitrator mutually selected shall agree to such request. Briefs shall be filed within ten (10) days of the close of the hearing unless otherwise mutually agreed.

Section 11. At least once each month, there may be a meeting of the Town and the Union 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, and a designee of the Police Commission. 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 XXVII – 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 employee shall be permitted to utilize town vehicles when off duty, except those permitted to do so as of July 1, 2008.

Section 5. All employees of the bargaining unit shall be governed by the Department's 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 employees into an Employee Assistance Program (EAP) and to pay all cost associated with the program.

Section 6. Physical examinations will be required of all sworn members of the East Windsor Police Department in conformance with the age-based schedule provided by the Town's medical insurance carrier. The examinations by the employees' physicians will be scheduled annually so that only approximately one-third (1/3) of the sworn members of the department are required to obtain physicals in any one year. The physician shall notify the department of the employee's fitness for duty including any problems experienced by such employee relating to heart disease and hypertension on a form approved by the Town and the Union. Medical reports, forms or related comments shall not be included in the employee's personnel file. The cost of said examination shall be paid through the Town of East Windsor Insurance Program. In the event that insurance coverage does not extend to the cost of such examination the Town of East Windsor shall pay any uncovered cost incurred. If any physical problems are evident at the time of the employee's physical, then a yearly physical will be required until the problem is eliminated or controlled.

#### **ARTICLE XXVIII – Duration of Agreement**

Section 1. This Agreement shall be effective upon signing and shall remain in force and effect until June 30, 2014, 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 sixty (160) days before the expiration of this Agreement, or any reopener agreed to by the Union and Town, the parties agree to meet and discuss a new Agreement.

#### **ARTICLE XXVIX - Lateral Transfers**

Section 1. Lateral transfer police officer candidates must be a minimum of 21 years of age at the time of appointment. Graduation from high school or possession of a GED certificate is required. Successful completion of a basic recruit training academy and possession of a valid motor vehicle operator's license issued by their resident state is required prior to appointment. Successful candidates for this position must be currently or previously certified as a police officer in Connecticut (P.O.S.T. Certified.) In addition, all lateral applications will have a minimum of two (2) or more years full-time police officer experience, be currently employed as a law enforcement officer, and meet certification standards. Previously certified candidates must be separated in good standing from a law enforcement agency for less than one (1) year as of the date of application and capable of meeting all Connecticut P.O.S.T. certification standards.

Section 2. Lateral transfer police officer candidates must meet all required testing procedures to include a written test, oral examination, P.O.S.T. physical agility standards, comprehensive background investigation, polygraph, psychological examination, and a medical physical examination. Lateral candidates must also meet all minimum department field-training requirements.

Section 3. In the first year of hire, a lateral transfer officer will receive a rate of pay one step below the one at which he would otherwise be compensated based on his/her number of years of full-time police service at his/her date of hire. Thereafter, a lateral transfer officer will receive pay equal to his/her years of full-time police service (on a year-for-year basis until the highest pay rate is achieved) according to the East Windsor Police Collective Bargaining Agreement pay scale. Lateral transfer police officers will receive no other benefits as it relates to seniority other than for pay. This is to include no benefit received for

retirement, vacation accrual, sick time, personal days, department assignments, shift bid, promotion, special assignment, or any other benefits. All lateral candidates must complete the prescribed probationary period.

### ARTICLE XXX – Reopener for Cadillac Tax Negotiations

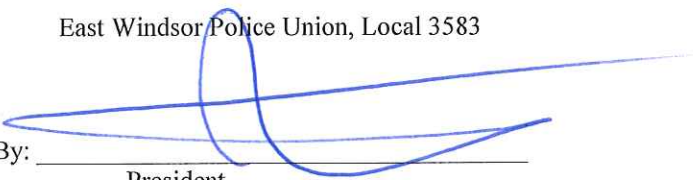
Section 1. The Town and Union agree that commencing on July 1, 2017 they shall negotiate all issues related to the Affordable Care Act's so called "Cadillac tax" provisions under Internal Revenue Code Section 4980I which negotiations shall be concluded before the effective date of the implementation of said Cadillac Tax provision.

IN WITNESS HEREOF, the parties have caused their names to be signed this 4th day of December, 2015

Town of East Windsor

East Windsor Police Union, Local 3583

By:   
First Selectman  
Town of East Windsor

By:   
President  
AFSCME, Local 3583

WITNESSED BY:





**Appendix A**     *Attached Wage Scale*

**Appendix B**     *Attached Equipment and Uniforms List*

**Appendix C**     *Attached Medical & Dental Benefits*

# Appendix A

<u>Wage Scale</u>							
<u>7/1/15 - 6/30/18</u>							
<u>Increase</u>		<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>
	<u>Officers</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>57,575</u>	<u>65,387</u>	<u>66,499</u>	<u>69,823</u>	<u>73,314</u>	<u>76,980</u>
<u>2.80%</u>	<u>7/1/2016</u>	<u>59,187</u>	<u>67,218</u>	<u>68,361</u>	<u>71,778</u>	<u>75,367</u>	<u>79,135</u>
<u>2.85%</u>	<u>7/1/2017</u>	<u>60,874</u>	<u>69,134</u>	<u>70,309</u>	<u>73,824</u>	<u>77,515</u>	<u>81,391</u>
	<u>Detective</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>78,906</u>	<u>82,850</u>	<u>86,992</u>			
<u>2.80%</u>	<u>7/1/2016</u>	<u>81,115</u>	<u>85,170</u>	<u>89,428</u>			
<u>2.85%</u>	<u>7/1/2017</u>	<u>83,427</u>	<u>87,597</u>	<u>91,976</u>			
	<u>Corporal</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>78,906</u>	<u>82,850</u>	<u>86,992</u>			
<u>2.80%</u>	<u>7/1/2016</u>	<u>81,115</u>	<u>85,170</u>	<u>89,428</u>			
<u>2.85%</u>	<u>7/1/2017</u>	<u>83,427</u>	<u>87,597</u>	<u>91,976</u>			
	<u>Sergeant</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>80,830</u>	<u>84,872</u>	<u>89,115</u>			
<u>2.80%</u>	<u>7/1/2016</u>	<u>83,093</u>	<u>87,248</u>	<u>91,610</u>			
<u>2.85%</u>	<u>7/1/2017</u>	<u>85,461</u>	<u>89,735</u>	<u>94,221</u>			
	<u>Lieutenant</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>93,570</u>	<u>98,249</u>				
<u>2.80%</u>	<u>7/1/2016</u>	<u>96,190</u>	<u>101,000</u>				
<u>2.85%</u>	<u>7/1/2017</u>	<u>98,931</u>	<u>103,878</u>				
	<u>ACO</u>						
<u>2.75%</u>	<u>7/1/2015</u>	<u>43,588</u>	<u>47,946</u>	<u>50,343</u>	<u>52,861</u>		
<u>2.80%</u>	<u>7/1/2016</u>	<u>44,808</u>	<u>49,288</u>	<u>51,753</u>	<u>54,341</u>		
<u>2.85%</u>	<u>7/1/2017</u>	<u>46,085</u>	<u>50,693</u>	<u>53,228</u>	<u>55,890</u>		

## **Appendix "B"**

### **Class "A" Uniform**

Worn by members for formal occasions or functions. Also worn by honor guard for funerals of department members, their families, dignitaries and members of other public safety agencies, as determined by the department. The purchase of Blouse. White shirt or other accoutrements not part of the Class "B" Uniform is optional for purchase through the clothing allotment or personal funds.

1. Blouse:
  - East Windsor Police Patch each shoulder
  - Collar Brass
  - Insignia of Rank (if applicable)
  - Sergeant Patch
  - Lieutenant and above brass on shoulder
  - Badge
  - Name Plate
  - Meritorious Service Pins
  - Pistol Qualification Pin
  - Other insignias as approved by the Chief of Police
2. Trousers (Class "B" style)
3. Long sleeve white shirt
  - East Windsor Police Patch each shoulder
  - Black clip-on neck tie
  - East Windsor Police Department tie Clasp
4. Service Hat (Crushed Round)
5. Gun belt (with cross strap for Honor Guard)
6. Black shoes/boots
  - Plain toe, military style, either leather or clarino
7. Black/dark blue socks (with consent of the Chief of Police, white socks may be worn for medical reasons only)

### **Class "B" Uniform**

1. Short or Long Sleeve
  - East Windsor Police Department Badge each shoulder
  - Collar Brass or rank designations
  - Insignia of rank (if applicable) sleeve stripes for corporal and sergeant, lieutenant and above on collars
  - Badge
  - Name Plate
  - Award Ribbons
  - Pistol Qualification Pin
  - Other pins as approved by the Chief of Police
2. Striped (1/2" blue with narrow yellow each side of blue) Trousers
3. Hat
  - Crushed Round
4. Gun belt with all equipment
5. Black Shoes/boots
6. Socks, dark blue or black
  - White socks may be worn with boots or with permission of Chief of Police for medical reasons
7. Tee-shirt
  - White tee-shirts are to worn with open collar if no tie or turtle neck is worn

## Class "C" Uniform

### Uniform of the day

1. Long/Short Sleeve shirt, Police BDU style, (Navy Blue) currently Elbeco Duty Maxx or its equivalent  
East Windsor Police patches each shoulder  
Rank insignia (if applicable)  
Collar Brass or rank designations  
Badge (metal)  
Name patch (sewn)
2. Trousers Police BDU, (Navy Blue) currently Elbeco Duty Maxx or its equivalent
3. Baseball cap Blue with Gold "Police"
4. Gun belt
5. Black shoes, boots, or sneakers (leather)
6. Socks, dark blue or black  
White socks may be worn with boots or with permission of Chief of Police for medical reasons
7. Tee-shirt (Navy Blue)

Items or an equivalent product, to be issued to each new officer (no clothing allowance for 1<sup>st</sup> fiscal year), and authorized for purchase with annual clothing allowance to replace present equipment.

- 1 Uniform Trousers, Navy Blue, Police industry Standard, Blue with Gold and Blue Braid (Class B)
- 1 Long Sleeve Uniform Shirts, Navy Blue, Police Industry Standard (Class B)
- 1 Short Sleeve Uniform Shirts, Navy Blue, Police Industry Standard (Class B)
- 1 light Weight Jacket, Police Industry Standard
- 1 Winter Weight Jacket, Police Industry Standard
- 1 Reversible Raincoat, Police Industry Standard
- 1 Rain Cover (hat) Police Industry Standard
- 1 Pr. Rubber Boots, Police Industry Standard
- 4 BDU Long Sleeve Shirt (Navy Blue) currently Elbeco Duty Maxx or its equivalent
- 4 BUD Short Sleeve Shirt (Navy Blue) currently Elbeco Duty Maxx or its equivalent
- 4 BDU Trousers (Navy Blue) currently Elbeco Duty Maxx or its equivalent
- 1 Hat, Crushed Round
- 1 Hat, Summer Crushed Round
- 1 Hat, Ball Type, Navy Blue with Gold "Police" lettering
- 2 Ties, Black clip on
- 1 Traffic Vest, Police industry Standard
- 1 Police Duty Belt, Black Nylon Web
- 1 Holster, Duty Weapon, black Nylon Web
- 1 Magazine Holder, Black Nylon Web
- 1 Double Cuff Cases, Black Nylon Web
- 1 Radio Holster, Black Nylon Web
- 1 Holster, OC Unit, Black Nylon Web
- 1 Collapsible Baton Rotating Scabbard
- 4 Belt Keepers, Black Nylon Web
- 1 Belt Trouser, Black Nylon Web
- 1 Duty Weapon, Department standard
- 3 Magazines for Duty Weapon
- \* Ammunition for Duty Weapon
- 2 Pr. Handcuffs, Police Industry Standard
- 1 Collapsible Baton
- \*1 Oleoresin Capsicum Unit
- 1 Flashlight, Rechargeable

## Appendix "B"

(Continued)

- \*1 Portable Radio with Shoulder Microphone
- 2 Badge, Breast
- 1 Badge, Hat
- 2 Collar Insignia, EYPD
- 1 Tie Bar
- 2 Name Plates
- \*1 Photo ID Card

\*Duty Weapon, Magazines, Ammunition, Portable Radio and Oleoresin Capsicum Unit are subject to repair and replacement by the Town, not to be purchased out of the clothing allotment.

Purchase of optional items should only be made when officers do not have a need for replacement of required uniform. If daily uniform needs replacement and clothing allowance has been expended, it will be replaced by out of pocket funds.

Other Optional Items authorized for purchase out of Annual Clothing Allowance:

Bullet Proof Vest  
Helmet, Riot  
Badge/ID Holder  
Military Style Shoes/Military Style Boots/Sneaker, all in Black  
T-shirts  
Socks, Dark Navy/Black  
Winter Gloves, Black/Navy  
Briefcase/Equipment Bag/Seat Organizer  
Clip Board  
Hashmarks (1 for 4 years of service)  
Chevrons  
Hood for Winter Jacket  
Hat, Fur Trooper, Black Knit Cap  
Mini Mag type flashlight w/holder, Nylon web  
Glove Pouch, Black Nylon Web  
Civilian clothing for personnel assigned to positions requiring civilian attire  
Turtle Neck Dickies  
Turtle Neck Shirts  
Class A Jacket/Blouse  
Other items as authorized by the Office of the Chief of Police



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

		Cigna
<b><u>In-Network Benefits:</u></b>		
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
<b><u>Prescription Drugs (34 Day Supply)</u></b>		
Tier 1 (Generics)		No Charge After Deductible
Tier 2 (Preferred Brand)		No Charge After Deductible
Tier 3 (Non-Preferred Brand)		No Charge After Deductible
<b><u>Prescription Drugs (90 Day Supply - Retail or Mail)</u></b>		
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
<b><u>Out-Of-Network:</u></b>		
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.

# 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)		
<b>Definitions:</b> <b>Copay:</b> the amount you pay towards your exam. <b>Coinsurance:</b> the percentage of charges Cigna will pay. Customer is financially responsible for the balance. <b>Allowance:</b> the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance. <b>Materials:</b> eyeglass lenses, frames, and/or contact lenses.		
<ul style="list-style-type: none"> <li>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.</li> </ul>		
<b>In-Network Coverage Includes:</b> <ul style="list-style-type: none"> <li>One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses;</li> <li>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.</li> </ul>		
Coverage for <b>Therapeutic</b> 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.



**East Windsor Town – Group # 4231**  
**Delta Dental PPO<sup>SM</sup> plus Premier**  
*Police #0010*

	<b>Full ABCD</b>
Calendar Year Deductible (Per Person)	None
	<b><u>Plan Pays:</u></b>
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<sup>®</sup> network is the largest of the Delta Dental networks with over 315,000 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 234,000 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier<sup>®</sup>.

**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.

7/7/15